Collective Bargaining Agreement

Oroville School District

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Oroville Education Association

August 1, 2011 – June 30, 2013
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ARTICLE I. ADMINISTRATION OF AGREEMENT

Section A: Definition of Terms

As used in this agreement, the terms will mean the following, unless the context in which they are used clearly indicates otherwise.

1. The term **District** shall mean the Oroville School District #410, Oroville, Okanogan County, Washington.

2. The term **Board** shall mean the Board of Directors of the District.

3. The term **Association** shall mean the Oroville Education Association that is affiliated with the North Central Washington Uniserve Council, the Washington Education Association, the Oroville Coaches Association, and the National Education Association.

4. The term **Parties** shall mean the District and the Association.

5. The term **Agreement** shall mean this collective bargaining agreement.

6. The term **Employees** shall mean those contracted certificated employees for whom the Association is recognized as the exclusive bargaining agent.

7. The term **Superintendent** shall mean the chief administrative officer of the District or his/her designee.

8. The term **President** shall mean the President of the Association or his/her designee.

9. The term **Contract** shall mean the individual contract issued to each employee pursuant to RCW 28A.405.310.

10. The term **Supplemental Contract** shall mean that contract issued and signed in accordance with RCW 28A.405.240, and refers to contracts for duties other than classroom teaching requiring a teaching certificate to fulfill.

11. The term **OSPI** shall mean the office of the Washington State Superintendent of Public Instruction.

12. The term **WAC** shall mean the Washington Administrative Code.

13. The term **RCW** shall mean the Revised Code of Washington.
14. The term **Day(s)** shall mean employee contract days, except as otherwise indicated.

15. The term **Temporary Contract (known duration)** shall mean an employee contracted for a specified period of time beyond twenty (20) consecutive days. Said employee shall be eligible for salary placement pro-rated to a daily basis, pro-ration of sick leave, pro-ration of insurance (if assigned for more than a semester) and full rights of representation to the extent of proper salary placement and pro-ration of benefits and sick leave).

16. The term **Long Term Sub** shall mean an employee contracted for an unspecified period of time exceeding twenty (20) consecutive days. Long Term Subs will be paid at their index according to the State Salary Schedule beginning on the 21st day of consecutive substitute employment. Said employee shall be eligible for pro-rata salary placement, pro-rated sick leave and for full rights of representation to the extent of salary placement and sick leave.

17. The term **bargaining unit** shall refer all contracted certificated staff employed by Oroville School District in a position requiring a teaching certificate.

18. “**Seniority**,” with regard to assignments, transfers, and vacancies, referenced in Article III, Section F of this document, is defined as total number of years teaching in this District. When two employees have equal seniority, the date of hire shall be the determining factor. In instances where an employee has interrupted service, the most recent date of hire shall be used as the determiner. Lot shall break ties in seniority.

“**Seniority**” as it applies to reduction and recall in Article V of this document, is defined as the total number of years in teaching in the State of Washington and shall be computed by the District from the actual date on which a contract of employment was signed and approved by a Board of Directors. Seniority for part-time employees shall be credited on the same basis as their percentage of employment, i.e., half-time employment for a full year yields one-half (1/2) year seniority.

“**Seniority**,” with regard to all other articles or cases is defined as having the greatest experience or years of service.

19. “**Categorical funding**” refers to funding from sources other than Basic Education.

20. “**Extra-curricular contract**” refers to the OCA contract established to oversee agreements between the District and employees fulfilling supplemental positions that do not require a teaching certificate.
Section B: Recognition

The Board hereby recognizes the Association as the exclusive bargaining representative for all certificated non-supervisory employees of the District under contract or on leave excluding only the Superintendent, Principals, and other administrative personnel.

Section C: Status of Agreement

1. **Sole Agreement:** This shall be the sole agreement between the Parties regarding wages, hours, and terms and conditions of employment of employees in the District.

2. **Individual, Extended and Supplemental Contracts:** All individual employee contracts, extended, and supplemental contracts shall be deemed consistent with the appropriate terms of this Agreement. In the event there are actual inconsistencies between such contracts and this Agreement, the terms of this Agreement shall be controlling.

   If the Board issues individual employee, and extended and supplemental contracts prior to the expiration of this agreement, such individual employee contracts shall be subject to wages, hours, terms and conditions of employment in this agreement or such successor agreement as may be negotiated and ratified.

   Supplemental contracts may be issued for positions open to certificated staff as listed in Appendix F. These non-continuing contracts shall be issued on an annual basis and shall be subject to a yearly appointment by the building principal.

3. **Extra-curricular Contract:** The Association recognizes the existence of the Extra-curricular Contract, established to bargain on behalf of employees serving in non-academically related positions. The OEA is affiliated with and sponsors the OCA, which is the bargaining agent for extra-curricular contracts that do not require a teaching certificate.

4. **Maintenance of Standards:** All conditions of employment, including general teaching conditions, shall be maintained at not less than the standards in effect in the District at the time of this Agreement’s signing, provided that such practices should be improved for the benefit of employees as required by the express terms of this Agreement.

Section D: Distribution of Agreement

Within 45 days after ratification and signing of this Agreement by the Parties, the Association shall prepare a draft copy for District review and mutual editing. After mutual
editing, the District shall produce and print copies of the Review and final Agreement for each Association member.

A copy of the contract shall be posted on the District website.

At the end of the contract negotiations for the new contract, the Board shall distribute new revised hardcopy editions of the contract to all employees and update and revise the electronic version.

The cost of contract production and distribution shall be shared by the OSD and the OEA.

All certificated employees new to the District shall be provided a copy of this agreement upon their first contracted workday.

Section E: Conformity to Law

Terms of this agreement shall be governed and construed in accordance with all applicable laws, statutes, codes and regulations of the United States of America and the State of Washington and their respective subdivisions including decisions of Washington State and Federal Courts. If any provision of this Agreement or its application to any person or circumstance shall be found invalid by a court of competent jurisdiction, such provision or circumstance shall have effect only to the extent permitted by law, and all other provisions or applications of the agreement shall continue in full force and effect. Any provision held contrary to law shall be void.

Section F: Joint Meetings

Representatives of the Parties shall meet monthly or on dates changed by mutual agreement during the regular school year in order to monitor the administration of the Agreement and pursue mutual problem identification and mutual problem solving. Such meetings shall not be grievance resolution conferences nor shall they be collective bargaining sessions regarding this or successor Agreements.

ARTICLE II. BUSINESS

Section A: Dues Deduction

1. Members: Upon receipt of a written authorization, the District shall deduct an amount equal to the fees and dues required for membership in the Association, including NEA, WEA and Uniserv.

   The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee during the thirty days immediately preceding the start of the student school year. Dues deduction forms must be delivered to the business office within thirty days from the start of the
student school year, or within thirty days of an individual’s beginning date of employment, whichever is later.

2. **Hold Harmless Agreement.** The Association agrees to and will indemnify and hold the District harmless against any claim made and any suit instituted against the District resulting from any deduction of Association dues due to Association error. The Association agrees to refund to the District any amounts paid to the Association due to that error. The Association shall have the right to select counsel in the defense of any suit against the District resulting from the deduction of Association dues.

3. **Representation Fee:** No member of the bargaining unit shall be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, shall be required to pay a representation fee to the Association. The amount of the representation fee shall be determined by the Association, but shall be no more than local dues, and transmitted to the business office in writing. The representation fee will be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit. In addition, non-members shall pay an amount equivalent to the sum of the NEA, WEA and Uniserv fees to a non-religious charity of their choice.

In the event that the representation fee is regarded by an employee as a violation of their right to non-association, such objections shall be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.

**Section B: Association Rights**

1. **Meeting Dates:** The Association may use District buildings and equipment for the purpose of having meetings and transacting business. Meeting times and places shall be scheduled with the building administrator. All Association meetings in district buildings shall take place outside the regular workday, unless mutually agreed to by the Administration and the Association.

2. **Use of Bulletin Boards:** The Association shall have the right to post notices of activities and matters of Association concern on designated Association bulletin boards, electronic or otherwise, of each building. Materials posted shall contain nothing libelous.

3. **Use of Mail System:** The Association may use employee mailboxes, electronic or otherwise, located within the District for communication with its members, provided that such use does not interrupt or interfere with the utilization of those mailboxes by the District for official District business. No employee using the District e-mail system should have any expectation of privacy.
4. **District Board Meeting, Budget, and Financial Reporting:** The District agrees to furnish or notify of online availability of materials to the Association copies of the agenda and minutes of Board meetings and to make available to the Association, upon written request of the President or other officers of the Association through the District Superintendent, other documents which are of public record. Links to public documents such as budget reports, staffing reports, enrollments reports, and others shall be available on the district website.

5. **Association Advice to the Board:** The District shall allow the Association an opportunity to advise the Board with respect to new or modified fiscal, budgetary, levy or building programs and major revisions of educational policy, prior to their adoption by the Board, at regularly scheduled board meetings.

6. **Meetings:**

a. **Faculty and Professional Meetings:** Upon prior written or oral request to the Administrator in charge, an Association representative may be allowed to make brief announcements during any faculty or professional meeting prior to adjournment.

b. **School Board Meetings:** The Association may request to be placed on the agenda of any regular School Board Meeting, and shall be afforded the same considerations as any other group or person at such meetings. The request is to be made by the Wednesday prior to said meeting. If an action is requested, it is to be submitted in the form of a motion in advance. The President shall be given a copy of the agenda as soon as possible prior to the meeting.

7. **New and Retiring Employees:** The Association shall be provided with the names and addresses of all new and retiring employees as soon as such information is available.

**Section C: Management Rights**

All management rights, powers, authority and functions shall remain vested exclusively in the District and its Board of Directors, provided that the wages, hours, terms and conditions of employment stipulated by the statutes of the State of Washington, statutes of the United States of America, and the provisions stipulated within this Agreement are adhered to.

Examples of management rights includes, but is not limited to the following.

1. The responsibility and authority to manage and direct the operations and activities of the District provided that all such actions shall conform to State and Federal law and the provisions of this Agreement.
2. The right to evaluate, hire and renew personnel under this agreement.
3. The right and responsibility to set district policy.
4. The right to provide guidance and give correction to teachers and advisors who fall under the umbrella of this agreement.
5. The right to add, reduce, suspend, or terminate all district programs.

Section D: Association Right to Know

In order to serve its obligation to uphold the terms of the Agreement, the District agrees to provide the Association with the ongoing actions and results of any disciplinary action or grievance process that may affect the terms or implementation of the Agreement.

ARTICLE III. EMPLOYEE RIGHTS

Section A: Due Process

1. Policy: The District recognizes the employee’s right to due process according to law. This recognition allows for timely notice, hearing, adequate representation, and the right to confront witnesses.

2. Just Cause: No employee shall be disciplined, warned, reprimanded, or reduced in rank or compensation without just and sufficient cause.

3. Written Grounds: Any charges that are made as specific grounds for any kind of disciplinary action shall be reduced to writing and delivered to the affected employee(s) prior to any action being taken by the District or its administrators.

4. Right to Representation: An employee shall have the right to a representative of his/her own choosing present in any disciplinary action.

5. Disciplinary Action: Any disciplinary action beyond an oral warning taken against an employee shall be appropriate to the behavior outlined in the written charge that precipitates the disciplinary action.

Section B: Employee Rights

1. Right to Organize: Every employee shall have the right to form, join and participate in collective bargaining through representatives of their own choosing. There shall be no discrimination against any employee in any manner as a result of that employee’s membership and activity in the Association.

2. Non-Discrimination: The terms of this agreement shall be applied without regard to age, race, creed, religion, color, national origin, sex, marital status, military duty, or handicap, except as permitted by law.

3. Rights of Law: Every employee shall be entitled to full rights of citizenship and nothing contained within this Agreement shall be construed to limit or restrict the religious, political or social activities of any employee outside of the regular school
day and/or contracted assignments, unless such activities are not in compliance with the Code of Professional Conduct as outlined in WAC Chapter 181-87.

4. **Harassment**: The Parties, including their representatives and members shall follow the district policies in regard to harassment and sexual harassment including the reporting and steps to ensure that it does not happen.

Investigating, warning, evaluating, reprimanding, or other official business shall not be construed as harassment. Employees shall follow the directions of their supervisors unless it places them in harm’s way, places others in harm’s way, or is illegal. Supervisors shall be professional and will not create a hostile working environment.

**Section C: Employee Legal Protection**

1. **Defense Against Legal Action**: The District agrees to defend employees against legal action if the alleged act or failure to act occurred in the performance of his or her employment assignment, including extracurricular activities, and the legal action does not arise from an intentional wrongful act of the employee. In providing such defense, the District shall rely on its own insurance policies and retain legal counsel of its own choice. However, the employee shall be free, at his or her own expense, to retain co-counsel or independent counsel of choice.

2. **Threats Against an Employee**: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify their supervisor and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the supervisor in cooperation with the employee to provide for the employee’s safety and/or other earnest efforts. The Superintendent shall report precautionary measures for the employee’s safety to the employee and the President at the earliest possible time.

3. **Charges Against an Employee**: It shall be the policy of the District that whenever a signed charge or complaint concerning any employee shall be brought to any board member or administrator by any person(s) by any means of communication, the following procedures shall apply, unless superseded by law and this agreement:

   a. **Notification of Charge(s)**: The accused employee shall be notified, in writing, within two (2) school days by the administration or Board, including the nature of the charge and the name of the accuser.

   b. **Meetings**: No meeting to discuss the complaint shall be called unless the complaint is put in writing and signed by the accuser. A copy of the signed charge shall be given to the accused employee. Any meeting scheduled for
the purpose of discussing the complaint, allegations, or charges shall be at a
time and place mutually agreed upon by the accused employee and the
District. It shall be a closed meeting at the option of the employee
involved; attendance shall be limited to the Board or their representative(s)
and counsel (if desired), the accused and his/her counsel (if desired), a
member of the Association if requested by the accused, and the accuser
except in those cases proscribed by law. Either party may have recording
devices and/or witnesses at the meeting. The Board, the Superintendent, or
the accused party may call the meeting at any time and place agreed to by
all parties, including the accuser. All efforts will be made to arrive at a
solution to the problem, which will take place as soon as is practical.

c. **Dismissal of Charges:** If a meeting is not called within twenty (20)
calendar days from the date of the issuance of the written complaint,
charges shall be dismissed and the District shall notify the accused
employee of such dismissal in writing, unless the complaint was a violation
of a civil or criminal nature. If the District dismisses the charge, the District
shall destroy all related material from the employee’s personnel file.

d. **Civil or Criminal Charges:** If the written complaint is of a civil or
criminal nature, it shall be referred to the proper authorities for their
attention and the Superintendent may put the employee on suspension until
the court case is settled. If the court rules in favor of the employee, any
suspension against the employee shall be immediately removed and the
employee shall be returned to normal tenure and pay for his or her
experience level. Such suspension by the District shall not void the
employee’s statutory (RCW 28A.405) rights, nor the employee’s
contractual rights found herein.

4. **Injury on the Job:** Whenever an employee is absent from employment due to an
injury sustained in the course of employment, including travel between employee’s
work sites (if they work in more than one building), the employee will be paid full
salary from the school district for the period of absence, as long as the employee
has accrued sick leave hours. The employee may also receive payments from
workers' compensation. It is voluntary for the employee to turn in their sick leave
payments for credit of sick leave hours back to their accounts. They may keep
both the payments from the school district (which will result in decreasing their
sick leave hours to possibly a no pay status) and the payments from workers'
compensation.

5. **District Liability Insurance:** The District shall provide comprehensive liability
insurance as required by RCW 28A.400.370 protecting all employees against
liability for personal or bodily injuries and property damage arising from their act
or omissions while performing or in a good faith purporting to perform their
official duties.
a. **Coverage:** The District shall maintain coverage on behalf of certificated employees at a level equivalent to the coverage extended to other schools within the United Schools Insurance Program, currently offered through Canfield and Associates, recognizing that Canfield may make adjustments in its offerings.

b. **Counsel:** Legal counsel shall be provided, through insurance, to any certificated employee against whom a lawsuit is initiated, provided such certificated employee, at the time of the act or omission complained of, was acting within the scope of his employment or under the direction of the District.

c. **Safety in Face of Threat:** A certificated employee who is threatened by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor. The supervisor shall notify the Superintendent and, if necessary, the police. Immediate steps shall be taken, in cooperation with the employee, to provide for the employee’s safety. Precautionary measures for the employee’s safety shall be reported to the Superintendent at the earliest possible time.

The District shall support any employee in seeking legal redress for violations of the law committed by students or members of the public who verbally or physically abuse that employee while he/she is performing duties for the District. Such support shall be evidenced through aiding the employee in providing District policies, procedures, and any other information that will assist the employee. The District expects that employees using the services of private lawyers will cover their own obligations for such fees or costs incurred by the use of such services.

d. **Reimbursement for Losses:** The District shall reimburse certificated employees for replacement of any clothing or other necessary personal property damaged, destroyed, or stolen during the course of their employment provided that a certificated employee was either requested by an administrator to bring personal property to the workplace or if the property was approved by the administrator. Items under $25.00 will not be subject to claim pursuant to this section. Personal property used as classroom instructional aids shall be registered with the building principal on a form available in the main office of each school building. Registration of personal property shall be required upon entry and notification shall be given to the main office when said employee removes the personal property from the employee’s workstation.

e. **Leave for Job-related Disability:** Whenever a certificated employee sustains a disabling injury in the course of employment or in the event of a physical disability due to an assault on the certificated person arising out of or in the course of his employment, the District will grant the injured
certificated employee leave of absence with contract pay (per Workman’s Compensation) for a period not to exceed one (1) year. The district shall maintain all benefits such as retirement, social security, sick leave, and salary placement.

f. **Safe Working Conditions:** Matters relating to unsafe health/safety conditions shall be reported to the building principal. The parties shall abide by the applicable safety standards for public schools set forth in the Washington Industrial Safety and Health Act.

**Section D: Privacy**

The District shall not provide personal information concerning employees, including addresses, phone numbers, etc., to any person not required by law, without specific employee approval.

**Section E: Personnel Files**

1. **Right to inspect:** Employees shall, upon request to the Superintendent, be allowed to inspect any and all contents of their personnel file kept within the District. Upon request, a copy of any documents contained therein shall be afforded the employee at his/her personal expense. Anyone, at the employee’s request, may be present at this review. If a public disclosure request occurs, the employee shall be given five (5) days notification.

   Upon request by the employee, the Superintendent and the employee shall sign a form to verify the file contents at the time of inspection.

2. **Contents:** Each employee’s personnel file shall contain only documents and/or data relevant and pertinent to his/her professional preparation and training, prior and current work experience records, and professional performance records on previous or current assignments as prepared and presented by former employers, educational institutions, or professional administrators/supervisors in employment situations. Each employee’s personnel file shall contain copies of all employee evaluation reports written in the District, copies of annual contract, all transcripts of the employees’ academic records provided to the District for employment purposes or for placement on the salary schedule, and misconduct/disciplinary notices.

3. **Derogatory Materials:** Any derogatory material not shown to the certificated employee within ten (10) days after receipt shall not be allowed as evidence in any grievance or in any disciplinary action against the employee unless that evidence is part of an on-going investigation.
No evaluation, correspondence, or other material making derogatory reference to an employee’s competence, character, or manner shall be kept or placed in the personnel file without the employee’s knowledge and opportunity to attach his/her comment to it.

4. **Location:** The District shall maintain the employee’s official personnel file at the District office. No duplicate, alternate or other personnel file shall be kept anywhere in the District. All contents of the personnel file shall remain the property of the District.

5. **Removal of Materials:** After seven (7) years, upon written request of the employee, the District may remove and destroy any adverse materials upon which no subsequent action has been taken, unless such records must be retained by law.

6. **Confidentiality:** Personnel files of employees are confidential. Personnel files shall be available for inspection only to supervisory personnel, the individual employee and the employee’s representative, except as otherwise required by law. Representatives shall have the express written consent of the employee before access will be granted.

7. **Principal’s Working Files:** Items in a supervisor’s working files shall be placed into a permanent file or destroyed within one year of its placement in the working file.

**Section F: Assignments, Transfers, and Vacancies**

1. **Definition of terms:**
   a. A “vacancy” is a position that has been permanently vacated or one that has been newly created.
   
   b. A certificated employee “transfer request” is one initiated by the employee for a change in assignment in the same or a different building.
   
   c. An “administrative transfer” is an administratively initiated change in department, grade level, subject matter, or to a different building, as a consequence of a change in assignment of an employee.
   
   d. An “assignment” is a different teaching position for a current teacher than s/he currently holds and becomes that teacher’s contract responsibility either prior to or during a school year and is based upon a teacher’s certification, qualification and particular skills that best serve student and district needs.
When a teaching position becomes vacant, it will be the responsibility of the building principal to determine if there is justification, based upon student and District needs, that those needs will be best served by assigning a specific staff member to fill that vacancy. If, in the principal’s determination, a staff member be given that assignment, a recommendation will be sent to the superintendent for a final approval.

If a principal finds no justification for assigning a specific teacher to a vacancy, that vacancy and any others that might result from the first assignment will be filled through the transfer process, as specified in Article III, Section F, Procedures 3, 4, and 5 or a new hire if there is no interest by current staff.

e. “Seniority,” with regard to assignments, transfers, and vacancies, referenced in Article III, Section F of this document, is defined as total number of years teaching in this District. When two employees have equal seniority, the date of hire shall be the determining factor. In instances where an employee has interrupted service, the most recent date of hire shall be used as the determiner. Lot shall break ties in seniority.

2. **Assignments:** Grade, subject, school and activity assignments shall be made by the District based on the needs of the educational program and the demonstrated skill, ability and professional qualifications/certification of the teacher to fill these needs.

Every effort will be made to provide a copy of the master schedule shall be available prior to the last working day of the year to each employee for the ensuing school year.

3. **Certificated Staff Transfer Request Procedures:**

   a. **Recognition of Oroville School District and Building Needs:**

   1. Teacher transfers shall allow senior staff preferential placement to vacant positions upon the teacher request for transfer, recognizing that administrators need to place staff considering specialized credentials, endorsements, addition of surplus staff or reduction of previous staff, and special circumstances.

   2. The OSD administration agrees to attempt to mutually seek solutions with the Association in recognition of each other’s needs stated above. In the event that no resolution can be achieved, the matter will be brought to the attention of the Superintendent who will render a final decision.
b. **Transfer Request Procedure:**

1. Superintendent will notify staff of vacant positions within the District. Vacancies shall be posted in writing by certified mail to those requesting and on the electronic mail. A copy shall be sent to the Association. Vacancies shall be posted for at least five (5) consecutive workdays.

2. Teachers will notify the Superintendent or their supervisor in writing when they become interested in transferring to a vacant position or potentially vacant position for the future.

3. Prior to summer vacation, Principals will remind staff to make their interests in transfers known to the Superintendent prior to their leaving for vacation so they might be notified of future vacancies.

4. Employees who wish to apply for a transfer to a posted vacancy shall make a written request that compares their qualifications to the posted vacancy to the District Office by the closing date.

5. Current employees who desire a transfer/assignment to a vacant position shall be given first consideration on the basis of the district’s job announcement. When more than one applicant desires the position and meets the job description, applicants will be interviewed.

6. Principals shall use the same recommendation/ranking forms used for continuing positions when filling non-continuing positions.

7. Within five (5) working days of the District’s receipt of the request, the District Office shall notify in writing or by personal conference, each certificated employee whose request for transfer was not granted, stating the specific reason(s) for non-selection.

8. When the position is filled, written notification will be sent to the employee and Association.

4. **Vacancies During the School Year:**

a. In the event a leave of absence is granted during the school year, that position may be left vacant or filled with a non-continuing contract employee.

b. Vacancies occurring during the school year shall be opened.
1. If a District employee is selected, he/she shall be transferred at the beginning of the ensuing school year. The District may fill said vacancy with a non-continuing contract employee, provided there shall be no more employees on a leave of absence compared to the number of employees on a non-continuing contract.

2. A vacancy for which no in-District employee applies or no qualified employee applies shall be filled with a regular contracted employee.

d. Vacancies shall be posted for at least five (5) days prior to filling the position. A copy shall be sent to the Association and posted in each building.

e. Employees who wish to apply for a transfer to a posted vacancy shall make a written request that compares their qualifications to the posted vacancy to the District Office by the closing date.

f. Employees applying for a transfer to a vacancy shall be considered on the basis of certification and qualification.

g. Upon request, the District Office shall notify in writing or by personal conference, each certificated employee whose request for transfer was not granted, stating the specific reason(s) for non-selection.

h. When the position is filled, written notification will be sent to the employee and the Association.

5. Administrative Transfers:

a. The District may transfer employees to positions for which they have proper certification if transfers are deemed necessary by changes in the Basic Education program following the procedures and conditions referenced in Article III, Section F.

b. Notice of a need for administrative transfer shall be posted for a period of five (5) days. If, at the end of the 5-day period, no interest has been expressed, the Administration will consider all employees who meet the necessary qualifications, pursuant to Section F, Paragraph 1 above. When more than one employee meets the qualifications, the most senior employee shall have the first right of acceptance.

c. An administrative transfer shall be made after the building principal(s) or the Superintendent has personally contacted the affected employee by stating the specific reason(s) for selecting the employee for such a transfer.
The transferred employee is entitled to discuss his/her personal desires at that time.

d. When requested, an employee selected for transfer during the school year shall be released from teaching for up to two (2) days at the employee’s option to prepare for the new assignment. The preparation time must be scheduled within one (1) week of the transfer date.

e. The affected employee who is required to transfer during the school year may request assistance from the Administration to help move the transferee’s instructional materials.

ARTICLE IV. EVALUATION AND PROBATION

Section A: Employee Evaluation - Authority

Employees shall be evaluated during each school year in accordance with applicable statutes, with the procedures and criteria as set forth in this Agreement. Any employee appeal of the evaluation procedure through the grievance procedure shall be limited to the procedural application of this provision.

1. **Responsibility for Evaluation:**
   
a. It shall be the responsibility of the principal or District contracted administrator to evaluate all employees in his or her school building.

   b. A building principal shall be assigned to evaluate an employee assigned to more than one school building for more than two (2) class periods, with evaluative input from the non-assigned principal included.

   c. Should an employee whose spouse is the building administrator require evaluation, an administrator from another building will be assigned.

2. **Evaluation Criteria:** All employees shall be evaluated in accordance with the criteria set forth in the Evaluation Reports: Appendix A - Classroom Teacher or Appendix B – Counselor/Instructional Support Personnel whichever is their assignment.

3. **Evaluation Observation Requirements:**
   
a. **Formal Observations:** All employees shall be formally observed for the purpose of evaluation at least twice in the performance of their assigned duties during the school year.
b. **Total Observation Time:** Total observation time for each employee for the school year shall include at least two thirty (30) minute sessions, or a total of 60 minutes, minimum, pursuant to WAC 392-191-030. This is for formal observation as described in 3.a. and does not include casual observations as outlined in 3.d. This time limit does not apply to an employee on the Professional Growth Plan. This time limit does not apply after the Superintendent places an employee on probation as outlined in Section B – Probation of this Agreement.

c. **Pre-Observation Conference:** There will be a meeting between the teacher and the evaluating administrator prior to the actual observation for the purpose of scheduling an observation time, discussing the activities and goals of the instruction, and focusing the evaluation.

d. **Casual Observations:** During the year, the evaluator will make casual observations in the classroom. These follow no pattern and are intended to keep the evaluator informed of the employee's area of responsibility. Any item recorded in a personal file that needs improving will be given to the employee in writing within three days after the casual observation.

e. **Provisional Employee:** A beginning employee new to the District is a provisional employee for three years. An experienced employee (at least two years certificated experience) new to the District is a provisional employee for one year. Provisional employees shall be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of their employment during the contract year. A provisional employee does not have to be placed on probation to be non-renewed. In the case of non-renewal, provisional employees shall not have access to appeal procedures provided for continuing contract employees, as provided by law.

f. **Written Observation Report:** Following each formal observation, the principal or contracted administrator shall promptly document, in writing, his or her observation. A series of observations conducted within a period of ten working days may be considered to be a single observation for the written observation report.

The written observation report shall be completed by the principal or contracted administrator, based on his or her observation or series of observation. A copy of this written observation report shall be provided to the employee within three days after the observation or following the last observation in the three (3) working day period.

g. **Year-End Evaluation Report:** Each employee will receive at least one official evaluation report during the school year. The employee shall be given a copy of the evaluation report and the original evaluation report.
shall be forwarded to the school district’s office for filing in the employee’s personnel file by May 15.

h. **Signatures:** The employee shall sign the District’s copy of the evaluation report to indicate that he or she has received a copy of the report. The signature of the employee does not imply that the employee agrees with the contents of the evaluation report. Employee comments if included must be attached within ten (10) calendar days of the signing of the evaluation.

i. **Post Evaluation Meeting:** After completion of the official evaluation report, a meeting shall be held between the evaluator and the employee, within 5 working days, to discuss the report.

j. **Surprise Bar:** Any item on the evaluation report that is marked with an “Unsatisfactory” must have been preceded with a written statement and/or formal conference with the employee in order to provide notice of the problem, specific suggestions for improvement, and reasonable time and opportunity for improvement. If an employee received an unsatisfactory in an area of evaluation, the evaluator will help develop an improvement plan prior to the end of the school year.

k. **Monitoring Devices:** Any video or audio recording devices installed or brought into any classroom shall not be used for evaluation of employees without the express consent of the employee on each occasion.

4. **Professional Growth Component:**

a. To assist certificated staff in the development of professional growth plans by encouraging enhancements and improvements in teaching skills, techniques and abilities, employees may select a professional growth plan.

b. Professional development programs are a form of personnel evaluation in which the emphasis is on growth and improvement rather than on decisions related to probation, non-renewal, and discharge.

c. The purpose is to establish procedures for the professional development of certificated classroom teachers and certificated support personnel. Professional development procedures shall be used:

1. To encourage employee self-assessment and goal setting;

2. To provide opportunities for and encourage sharing among teaching support staff of personal professional experience and expertise;

3. To aid employees in planning personal professional growth plans;
4. To link identified professional needs with appropriate in-service, staff development, and other appropriate professional growth and instructional improvement opportunities.

d. Materials/records/portfolios developed as a result of the individual’s participation in the professional growth program shall be the property of the certificated staff member participating in the program and shall not be retained in the employee’s personnel file or used by the District in its formal evaluation criteria.

e. **SELECTION PROCEDURES - PROFESSIONAL GROWTH:**

1. After four consecutive years of satisfactory evaluations, of which two have been in the Oroville School District, an employee may apply for the Professional Growth Plan.

2. An employee is to apply by Sep 10th. This is done on the Professional Growth application form.

3. Between the dates of Sep 11th and 30th, the principal will make a decision on who will be accepted.

4. By Oct 1st, final decisions and names will be submitted to the Superintendent and teachers.

5. Each year, 1/3 of the staff at each building may be on the Professional Growth Plan.

6. The principal and employee will meet and refine the Professional Growth Plan before Oct 31st.

7. During January and March a review of the plan and goal progress will be made by the principal and employee.

8. A final conference will be held by May 15th.

9. If the principal or employee requests, the employee may be placed back in the regular evaluation process during the school year.

10. An eligible employee may apply for the Professional Growth Plan any year that they wish, not to exceed 3 consecutive years.

11. An employee on the Professional Growth Plan will be observed a minimum of thirty minutes during the school year using the criteria as established on the basic evaluation form. The evaluation will be
completed with the box marked “Professional Growth.” (This form will go into the personnel file of the employee.)

f. **Professional Growth Plan Negative Evaluation Bar:** Professional Growth Plan evaluations may not be used as a basis for determining that an employee’s work is unsatisfactory, nor as probable cause for the non-renewal of an employee’s contract. If the evaluator has reason to believe the Professional Growth Plan should be dropped during the year, written notification must be given of the reasons for the decision by February 1.

**Section B: Probation**

1. **Supervisor’s Report:** In the event the principal or evaluating supervisor determines that based on the evaluation criteria, the basic performance of an employee is unsatisfactory, the principal or evaluating supervisor shall report the same to the Superintendent as early as October 15, but no later than February 1. The report shall include:

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

   b. Identification of specific areas of deficiency.

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

2. **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 on a probationary status no earlier than October 15 and no later than February 1, ending on or before May 1. This probationary period shall be for sixty (60) working days, per RCW 28A.405.100. The employee shall be given written notice of the action of the Superintendent. That 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 the opportunity to demonstrate improvement in his or her areas of deficiency.

3. **Evaluation During Probation:**

   a. **Probationary Conference:** Within five (5) working days after the delivery of the probationary letter, the principal or other supervisor shall schedule a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
b. **Probationary Meetings:** During the probationary period, the principal or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. Such evaluations shall be documented on the regular evaluation report form (Appendices A, B, C).

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

5. **Written Recommendation of Principal or Supervisor:** If the probationary employee has not been previously removed from probation, the principal or evaluation supervisor shall submit a written report to the Superintendent not later than May 1. The written report shall indicate the employee’s performance during the probationary period and contain a recommended course of action to be taken by the Superintendent.

6. **Action by the Superintendent:** Following a review of any report submitted pursuant to paragraph 4 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 the Superintendent determines the employee has not demonstrated a 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 on or before May 15, pursuant to the requirements of RCW 28A.405.210.

**ARTICLE V. EMPLOYEE REDUCTION AND RECALL**

**Section A: Definitions**

1. The term “layoff” shall mean action by the Board reducing the number of employees due to economic reasons. It does not refer to decision to discharge, non-renew, or adversely affect an employee for cause.

2. “Seniority” as it applies to reduction and recall is defined as the total number of years in teaching in the State of Washington and shall be computed by the District from the actual date on which a contract of employment was signed and approved by a Board of Directors. Seniority for part-time employees shall be credited on the same basis as their percentage of employment, i.e., half-time employment for a full year yields one-half (1/2) year seniority. Lot shall break ties in seniority.

The District shall compile and publish a seniority list by March 1st. The seniority list shall be posted in each building and five (5) copies given to the Association. Challenges to seniority placement shall be made in writing to the District Office by
March 31st, and a corrected seniority list published and posted in each building with five (5) copies to the Association by April 15th.

**Section B: Employee Reduction Policy**

A decrease in revenue must be balanced by a decrease in expenditures after all potential sources of revenue have been explored and exhausted. Basic Education programs shall be given top priority for retention of employees. A decrease in revenue may result from any of the following:

a. Special levy failure;
b. Decrease in state or federal support;
c. Decrease in enrollment;
d. Decreases in county, state, or federal tax sources;
e. Cessation of categorical or grant resources.
f. Increase in operational costs

**Section C: Criteria for Modified Educational Program**

If the District adopts a modified or reduced educational program based upon the financial condition of the District or program, the following guidelines shall be considered in determining the programs and services to be retained, modified or eliminated.

1. **Legal Requirements:** The following list defines the legal needs the District must meet:
   a. The minimum Basic Education requirements under state law and regulation.
   b. The educational needs of the students.
   c. The requirements for graduation.
   d. The requirements for accreditation.
   e. The requirements to employ “highly qualified” staff under both state and federal guidelines.

2. **Categorical Financing:** Where revenues are categorical, every effort will be made to maintain such programs, to the limit of their categorical support.

3. **Reduction in Expenditures:** Reduction in expenditures shall be made in an effort to retain as much of the Basic Education program as deemed appropriate by the Board.

**Section D: Selection of Employees**

In adopting a modified or reduced educational program that will require reduction, modification or elimination of positions involving employees, the employees required to implement the modified or reduced educational program shall be selected by: State Certification and seniority.
1. **Attrition:** In an effort to eliminate unnecessary non-renewals or involuntary terminations, the Board shall first determine the total number of employees leaving the District for reasons of (a) retirement, (b) family transfer, or (c) normal resignations.

2. **Certification and Endorsement:** Employees retained to implement the modified and reduced educational program, as determined by the Board, shall possess a valid Washington State Teaching Certificate and/or endorsement(s) as may be required for the position to be filled. The Board shall fill vacancies from existing staff when at all possible, before implementing any mandatory employee reduction policy.

3. **Seniority:** Employees whose certification and endorsements meet the needs of the modified/reduced educational program shall be retained for available positions on the basis of seniority as a certificated employee in education in Washington State. The senior employees shall be retained to meet the needs of the District’s modified or reduced educational program.

4. **Seniority Tie Breakers:** If seniority rankings for a given position are equal, the preference shall be given to the employee who possesses the highest number of credits on the state salary allocation model. If, after such considerations, the employees are still equally ranked, “lot” will fill the position.

**Section E: Re-Employment Pool**

1. **Pool:** All employees who are not recommended for retention in accordance with these procedures and who are given a notice of non-renewal of contract shall be placed in a “reemployment pool” for a period up to two (2) years, provided that such employee withdraw from the pool by:
   
   a. Waiving his/her recall rights in writing;
   b. Resigning;
   c. Failing to accept recall to the position that he/she held immediately prior to his/her layoff, or another position with the same FTE status as the position previously held for which the employee is qualified and certified;
   d. Accepting full-year employment under a regular certificated employee contract in any other school district during that year;
   e. Failing to report to work in a position that he/she has unless absence is approved by the administration.

2. **Recall:** Employees in the reemployment pool shall be given the first opportunity to fill open positions within their certification and by seniority.
Members of the reemployment pool shall also have the first priority for substitute positions.

**Section F: Recall**

1. **Notification:** When a vacancy occurs for which any person in the reemployment pool is certified, notification from the school district to such employee shall be made by certified mail or personal contact by the Superintendent. The contacted employee shall have three (3) working days from notification or personal contact to accept the position.

2 **Recall Procedure:** If an employee in the reemployment pool fails to accept a position for which he/she is certified and eligible, the District shall go to the next certified and eligible employee in line in the reemployment pool to fill the position. Employees will be automatically removed from the pool at the end of two years.

**ARTICLE VI - INSTRUCTION**

**Section A: Academic Freedom**

1. **Policy:** Academic freedom shall be guaranteed to employees. No special limitation shall be placed upon study, investigation, and interpreting facts and ideas concerning human society, the physical and biological world, and other branches of learning subject to the following:

   a. It is the School Board’s responsibility to prescribe the curriculum with consideration of the recommendations of the District Curriculum Review process.

   b. Instructional materials shall be pertinent to the prescribed subject matter, grade level, and within the employee’s area of professional competence.

   c. Instruction shall be aligned with academic targets established by the State of Washington.

2 **Controversial Materials Procedure:** Materials and instructional techniques dealing with issues which might reasonably be anticipated to be controversial shall represent more than one viewpoint and shall be presented in a scholarly and objective manner.

   a. **Notification:** The employee shall notify the building principal and receive approval before using instructional materials or techniques that might reasonably be anticipated to be controversial.
b. **Challenge:** The use of instructional materials and techniques and the challenge to the use of instructional materials and techniques shall be in accordance with the District’s approved regulatory procedures. A challenge will be responded to only when presented according to the procedures stated in those regulations.

c. **Appeal:** The employee may appeal to the Superintendent and then the Board if the teacher feels approval has been unnecessarily withheld.

**Section B: Pupil-Teacher Ratio:**

The Parties recognize that the pupil-teacher ratio is an important aspect of an effective educational program and every effort will be made to maintain minimum class size consistent with available funding.

The building principal will monitor class sizes. Those classes with enrollments that are determined by the building principal to be detrimental to the education of students will be reported to the superintendent for resolution. An "Action Statement" will be reported to the OEA President within 10 working days of notification by the principal.

**Section C. Workload and Class Size**

1. **Class Size Provisions:**
   
a. The following class size provisions may be waived due to severe funding cutbacks, levy failure, significant enrollment decline, or other emergencies as determined by the Board of Directors which may occur in the District.

   Grades Kindergarten (K) through three (3) twenty-six (26) per day  
   Grades four (4) through six (6) twenty-eight (28) per day  
   Grades seven (7) through twelve (12) twenty-nine (29) per period  
   Grade Kindergarten (K) through (12) P.E. forty (40) per period  
   Grade Kindergarten (K) through (12) Music forty (40) per period  

b. Teachers who have special education students in their classroom will be able to count those students up to 1.5 FTE if those students require accommodations and modifications that the teacher must provide in their academic program. The special education administrator, with regular and special education teacher input, will assign weighting factors to special education students for class size determination only. Administrators or teachers may request the student weighting process when class sizes are approaching overload status. These weighting factors will reflect at least the following challenges for a regular classroom teacher who will be responsible for mainstreaming this student in their classroom.

   1. Behavior challenges/modifications
2. Planning for accommodations in curriculum
3. Majority of school day spent in the regular education setting
4. Providing a different education program in the classroom

The weighting factors will range from 1.0 (no added weight) to 1.5 (severely disabled students that are still in a classroom, without support.) this value will be kept for the school year in the Special Education office, but may be adjusted as student schedules or services change.

Length of student participation, time in classroom, and academic level discrepancy will be considered as factors for determining overload resolutions. Special education staff will take part in the resolution process.

c. In the interest of developing a quality music program, the enrollment in a music class may exceed the maximum numbers in paragraph a. above, unless the class composition creates management issues.

2. **District Monitoring Requirement and Options:** The District shall monitor employee workload and shall attempt to relieve any class size overload. The employee and the principal will review resolution options that best serve the needs of the employee and his/her students. These resolutions may include but are not limited to:

a. Classroom assistance for a minimum of 50 additional minutes per day;

b. Clerical assistance for a minimum of 50 minutes per day;

c. Additional or alternative instructional equipment;

d. Student transfers.

**Section D: Pupil-Teacher Overload and Resolution Procedure:**

1. The principal and the affected employee(s) will confer to discuss alternative resolutions and come to an agreement within three (3) working days. Agreement on a resolution between the employee and the principal will require implementation within 10 calendar days following an agreement.

2. The principal and employee may meet with the superintendent within the 10 day implementation period if extraordinary action must be taken that exceeds the principal’s authority.

3. Failure to resolve an overloaded classroom within the time allotted may result in a grievance by the Association.
Section E: Preparation Time

1. **Purpose:** Preparation time shall be free from all student supervision or instruction.

   Preparation time shall be used for academic purposes, which may include:

   a. Grading and evaluation of student work.
   b. Record keeping as required by law or the School District.
   c. Preparation and research for future lessons.
   d. Parent student conferences (limited to emergencies only).
   e. Instructional material evaluation.
   f. Meeting with other staff or supervisor relating to program improvements and evaluation.

2. **Preparation Time Allocation:** Each K-12 certificated classroom teacher directly involved in classroom instruction shall be entitled to a minimum of 45 minutes of preparation time per day, with a stipulation for the employees teaching 7-12, the minimum of 45 minutes shall be in increments of no less than 15 minutes, excluding early release/late start days.

   The 30 minutes at the beginning and the end of the contractual day are not to be considered in computing the amount of planning as described above.

   The District will provide morning aides to monitor elementary students prior to the beginning of the school day.

   The District reserves the right to alter starting and dismissal times provided the total minutes of preparation times are not reduced.

3. **Forfeiting Preparation Time:** The administrator will arrange for teaching other classes due to staff absence or emergency. The administrator shall not request a staff member to forfeit preparation time for this purpose more than four times per year. Any additional preparation periods in excess of the four will be handled as follows:

   The administration is solely responsible for any and all assigned substitutes. If a teacher is assigned more than the four stated preparation periods per year, the teacher will be compensated at the employee’s hourly rate. These additional assignments will only be allowed on an emergency basis as determined by the
Section F: Student Discipline

1. Policies:
In order to preserve a beneficial learning environment for all students and to maintain good order and discipline in each classroom, the District Board of Directors shall provide that written procedures are developed for administering discipline at each school within the district.

Such procedures shall be developed with the participation of parents and the community, and shall provide that the teacher, principal or designee, and other authorities designated by the Board of Directors, make every reasonable attempt to involve the parent or guardian and the student in the resolution of student discipline problems.

Such procedure shall provide that students may be excluded from their individual classes or activities for periods of time in excess of that provided in subsection (5) of this section if such students have repeatedly disrupted the learning of other students. The procedures must be consistent with the rules of the state board of education and must provide for early involvement of parents in attempts to improve the student’s behavior. (RCW 28A.600.020)

2. Review and Development of Discipline Plan: The principal and the certificated employees in a school building shall meet prior to the end of the school year to develop/review building disciplinary standards and uniform enforcement of those standards. Such building standards shall be consistent with the provisions of RCW 28A.600.020 (3)

3. Distribution of Disciplinary Plan: Prior to the first day of the instructional school year, the principal shall distribute to and review with employees, policies on student discipline. This review shall provide opportunity for discussion of federal and state laws concerning student discipline and employee’s rights and responsibilities related hereto. (RCW 28A.600.020)

4. Employee Responsibility: Every employee shall have the right and responsibility in collaboration with the building principal to maintain student behavior consistent with a good educational atmosphere and in accordance with rules and regulations adopted by the State Board of Education, District policy, and the building’s disciplinary plan. The rules adopted pursuant to RCW28A.600.010 shall be interpreted to insure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified certificated educators regarding conditions necessary to maintain the optimal learning atmosphere.
5. **Referrals:** Whenever employees make written referrals for discipline, a copy of such referral shall be given to the principal. All such referrals shall be given an official response within 5 days. Administrative action regarding the student shall be taken within 24 hours of receipt of the referral. Action taken shall be reported to the employee making the referral either through email, hard copy or citation in Skyward’s Student Records, Discipline Referral Module.

6. **Exclusions Due to Disruptions:** Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher’s immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day and up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. 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. (RCW 28A.600.020)

7. **Standards of Student Behavior:** The procedures shall assure that, pursuant to RCW 28A.400.110, all staff work cooperatively toward consistent enforcement of proper student behavior throughout each school as well as within each classroom.

**Section G: Mentor Teacher**

1. **Purpose.** The District may offer Mentor Teachers to assist first year instructional staff new to the District. The mentor program is designed to offer assistance to a new teacher by an experienced teacher in all aspects of classroom and program management skills and techniques. The Mentor Program will only be offered if the District receives state funding for the program. Instructional staff will be informed of the availability of mentor funds during staff in-service prior to the first student day of the beginning of the school year.

2. **Requirements.** When new staff are hired by the District and meet the requirements for Mentor assistance, the principals will inform all teachers in their building. Employees who choose to serve as a mentor must notify their building principal of their intent to serve as mentor by letter and meet District and principal requirements. Such requirements include, but are not limited to, five years of continuing certificated employment, demonstrations of skilled classroom management and a record of positive evaluations.

3. **Selection.** The building principal will be responsible for selecting the mentors for their building.
Section H: Grading

Certificated employees have the sole right and responsibility to determine grades and other evaluations of students.

ARTICLE VII. LEAVES

Section A: Illness, Injury and Emergency (Sick Leave)

1. **Accumulation:** Sick leave shall be granted to each employee at the beginning of the contract year in the amount of twelve (12) days a year to the maximum 180 days accumulated.

Part-time employees shall be granted sick leave in ratio to the time employed.

2. **Use:**

   a. **Personal Illness or Injury:** The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness or injury, or the need to attend medical, dental or ocular appointments.

   b. **Maternity/Paternity/Adoption:** The employee may use sick leave for pregnancy, childbirth, or related temporary disability. Employees requesting maternity, paternity or adoption leave shall notify the District as early as possible prior to the beginning of the leave and shall submit a written statement to the Superintendent to indicate the expected date of return at the time the leave is requested. Within thirty (30) days after childbirth, the employee shall inform the District of the expected day when s/he will return. The employee shall notify the District of the exact date of return as soon as the employee knows that date. In lieu of use of sick leave for maternity purposes, an employee may specify that all or part of the maternity leave be a leave without pay. Under such condition, such leave shall be granted.

   c. **Family Illness:** The District shall grant sick leave to employees in the event of illness within the family of the employee.

   d. **Emergency:** The employee may use sick leave in the event the employee has an emergency, defined as a problem that has been suddenly precipitated or is unplanned.

   e. **Bereavement:** Bereavement leave shall be granted to each employee to be taken from sick leave.
3. **Notice of Use:** An employee who knows in advance that he/she will be absent shall notify his/her principal immediately to ensure proper planning for a substitute.

4. **Leave Verification:** Any employee claiming sick leave benefits of more than five (5) consecutive school days from accumulated sick leave, shall upon request, submit a physician’s statement the fifth school day after the first day of illness and every twenty (20) school days thereafter while the illness persists.

5. **Sick Leave Exhaustion:** In the event an employee is absent more than the period of accumulated sick leave, he/she shall have his salary deducted equal to his/her pay per contract day. Such deductions shall be made from the month of August check. Should an employee need more leave, the employee may request a long-term leave, according to the terms of Article VII, Section G.

6. **Guarantee of Equivalent Position:** While an employee is on sick leave, he or she shall be classified as an employee and shall receive the same treatment with respect to salary, wages, and employee benefits as the employee would normally receive and will be guaranteed an equivalent position upon return from sick leave.

7. **Annual Sick Leave Buy-Back Option:** Employees may cash in the previous year’s accumulation of unused sick leave days as established by the Washington State legislature and in accordance with RCW 28A.400.210. Employees are encouraged to contact the Business Office for rules and regulations regarding the State’s remuneration of benefit plans for unused sick leave.

8. **Death or Retirement Sick Leave Buy-Back Option:** At the time of separation from District employment due to retirement (as recognized by the Washington State Teacher’s Retirement System, whether or not the employee was a participating member of the system) or death, employees are entitled to compensation for accumulated sick leave as defined in RCW 28A.400.210. Employees are encouraged to contact the District business office for information.

   The monies paid pursuant to this provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in the state, and shall be in accordance with the rules and regulations of the Superintendent of Public Instruction.

9. **VEBA:** Employees may participate in a qualified VEBA plan as prescribed by law and regulation and subject to a Memorandum of Understanding as approved by the District. The Association will meet annually to approve procedures of participation as prescribed by law and regulation. Those Association members who have in excess of 180 accumulated days may participate in the vote, majority deciding. A tie will be decided by lot.
10. **Sick Leave Sharing:** Employees may donate sick leave to come to the aid of another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which causes or is likely to cause the employee to take leave without pay or terminate his or her employment. A physician's statement may be requested by the district clearly identifying the condition as "extraordinary or severe" before leave sharing shall be implemented. Donation regulations and limitations are defined in RCW 28A.400.380 and RCW 41.04.665. Employees considering Sick Leave sharing should contact the District business office for current State regulations and procedures for sharing.

**Section B: Jury and Subpoena Leave**

1. **Jury Duty:** Leaves of absence with pay shall be granted for jury duty. The employee should notify the District when requesting leave to serve on jury duty within 1 week of their notification of the possibility.

2. **Subpoena:** Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law unless the employee is an initiator of a personal legal action against the District. A copy of the subpoena must be furnished to the district.

**Section C: Association Leave**

1. The Association shall be authorized to use up to ten (10) days of leave each year to participate in Association business.

2. Requests for such leave are to be made on the standard substitute request form. No more than one employee shall be permitted to be absent from the District at any one time on Association leave. The Association shall pay the full substitute cost(s) incurred. An exception to this may be granted by the building principal.

**Section D: Professional Leave**

Each employee may be allowed three (3) days per year of professional leave to visit classrooms, other schools, or to attend meetings of a professional nature approved by the building principal. There shall be no pay deduction for professional leave.
Section E: Personal Leave

1. **Days:** The District shall grant employees two (2) days of paid personal leave per year.
   
   A. Teachers may elect to be compensated at the rate of $95 per day in lieu of using personal leave days.

2. **Notice:** Except for an unforeseen emergency, the employee shall request their use from their building principal two (2) days prior to the leave being taken. When leaves are denied, specific reasons shall be given.

3. **Substitute Limitation:** The granting of any personal leave will be dependent upon the availability of substitutes for the time requested. No personal days will be granted in June unless extenuating circumstances are approved by the building administrator.

4. **Accumulation of Personal Leave Days:** Employees may elect to carry over up to 2 (two) personal leave days each year. These carry over days can be combined with the current year’s two (2) days, for a maximum of four (4) days that could be used in any one year. Such four (4) days can be taken consecutively.

5. **Notification of Intent to Use Carry Over Days:** Employees who elect to carry over days shall notify the business office of their intent prior to the last day of June of each school year on a form provided by the Business office.

   Employees electing to use three (3) consecutive personal leave days shall give a minimum notice of ten (10) calendar days prior to intended use, while those electing to use 4 consecutive personal leave days shall give a minimum notice of twenty (20) calendar days.

Section F: Sabbatical Leave

1. Sabbatical leave shall be limited to one (1) employee per year upon request to the Superintendent by April 1 of the previous school year and at the District’s discretion. In case of more than one application, the Superintendent will decide on the employee receiving the sabbatical leave.

2. The purpose of such leave shall be to better the employee’s performance as a District employee. The length of the leave shall be at the discretion of the District. Such leave may be applied for after 5 years of District employment.

3. Salary shall be set at one thousand dollars ($1,000.00) plus retirement and Social Security benefits based upon $1,000.00. If the recipient does not return to the District, the $1000.00 must be paid back to the District within six months. If the employee returns to the District he/she shall be allowed one vertical step on the salary schedule.
**Section G: Long Term Leave of Absence**

The District may grant any employee an unpaid long-term leave of absence for up to one year. Employees granted such leave will be permitted to stay in the District insurance programs at their own expense (carriers permitting), shall not gain or lose seniority or other benefits, but shall not be granted experience advancement credit on the salary schedule for the period of the leave. Upon return from such leave, the employee shall be entitled a position substantially equivalent to the position held prior to the leave. Once granted, such leave may be renewed annually upon request of the employee, with the agreement of the District.

**ARTICLE VIII. FISCAL MATTERS**

**Section A: Contract Day**

1. **Normal Contractual Day:** The regular employee contractual day shall be from 7:30 AM until 3:20 PM, including a minimum of thirty (30) minutes continuous duty free lunch period for each employee, for a total of seven and one-quarter (7.25) hours.

2. **Delayed Opening and/or Early Dismissal Days:** Should inclement weather require a delay in the start of school or an early dismissal, employees are encouraged to arrive at least 30 minutes before the re-scheduled start and/or leave after the students have been dismissed.

3. **Professional Training Early Release/Late Start Days:** Employees are expected to work the entire contracted day, as scheduled by the District, for the purposes of professional training, despite the early dismissal or late arrival of students.

4. **Thanksgiving and Christmas Early Dismissal:** Employees may leave their building after student dismissal and after the buses have left the school grounds, on days preceding Thanksgiving and Christmas vacations.

5. **Extracurricular Assignments:** The Parties realize that there may be times when employees' services may be needed outside of the regular contracted school day. On such occasions, the building administrator shall request volunteers from employees to perform the necessary services. All extra-duty assignments shall be on an employee volunteer basis only.

6. **Open House:** All employees will attend and participate in one (1) open house per year as assigned by the building administrator.

7. **Parent Conferences:** To encourage communication with parents, parent-teacher conferences may be scheduled during the evening. When this is necessary,
employees are to be available for conferences and will be allowed to leave early on other days as arranged with their principal.

8. **Extra Meeting Time:**

   a. **Meetings:** Each building principal may schedule one meeting per month that extends no more than thirty (30) minutes beyond the contractual day. One week’s (7 days) notice is to be given to the staff prior to the scheduled meeting.

   b. **Implementation:** The meeting shall be used for items such as staff development, working on new programs, restructuring of programs, etc. The meetings are not to be used for regular housekeeping or daily activities.

      The administration shall develop a proposed agenda and give it to the designated Association representative for input.

   c. **Evaluation:** At the end of the year the Parties will review the past year’s meetings under this section. If there are any concerns, they are to be put in writing and given to the Superintendent.

      If either party questions the overall effectiveness of this program, they may bring it to negotiation at the regular scheduled time.

**Section B: Work Year**

1. **Base Year:** The regular contractual school year shall be 180 days.

2. **New Employees:** Newly hired employees shall have one (1) extra day added to their contract. This additional day shall be the workday prior to the regular staff workday before school opens in the fall. This additional day is paid at the employee’s daily per diem rate of pay and not paid out of BEA funds.

**Section C: Extended Work Year**

The following extended or supplemental days shall be contracted by supplemental contract, paid at the employee’s daily per diem rate of pay, and not paid out of BEA funds. Extended contract or supplemental days shall be no longer than the regular contract day. Extended days contracts will be worked outside the contracted classroom day with the mutual agreement of building principal and teacher.

1. **Day Before the First Student Day:** Each employee shall work one (1) extra day that shall be the workday prior to the first student day in the fall.
2. **Optional Supplemental Day:** Each employee may work one (1) optional supplemental day. Request and permission to use this day shall be made to the building supervisor in advance.

3. **Extended Day Contracts:** These positions have the following extended day contracts, paid at daily per diem rate of pay:

<table>
<thead>
<tr>
<th>Position</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural Education</td>
<td>20</td>
</tr>
<tr>
<td>Career and Technical Education Director</td>
<td>5</td>
</tr>
<tr>
<td>Family and Consumer Science</td>
<td>20</td>
</tr>
<tr>
<td>Business Education</td>
<td>10</td>
</tr>
<tr>
<td>Counselor</td>
<td>15</td>
</tr>
<tr>
<td>District Librarian</td>
<td>10</td>
</tr>
</tbody>
</table>

**Section D: Salary**

1. **Schedule:** The District shall utilize the State Allocation Model (SAM) to determine salaries. This schedule is attached and is made a part of this Agreement as Appendix F.

2. **Initial Placement on Salary Schedule:**
   a. **Certificate:** All employees must possess a valid Washington State teaching certificate.
   b. **Experience Credits:** Full credit shall be granted pursuant to WAC 392-121 and the State Allocation Model (SAM).

3. **Increments:** Increment steps for experience and advanced education shall be granted September 1 of each year.

4. **Payment:** Employees will receive their pay on the last calendar weekday of the month.

5. **Severance:** All compensation owed to an employee who is leaving the District shall be paid by August 31.

6. **University and Clock Hour Credits:** The State Allocation Model criteria shall serve as determiner for acceptance of credits toward advancement on the salary schedule for all credits earned in the future. If SAM pays such credits to the District they shall be accepted and paid locally. If SAM does not pay such credits, they shall not be accepted or paid locally. Clock hours for advancement on the salary schedule must be directly related to the teacher’s assignment or endorsement. Coaching clinic related clock hours may not be used for
advancement on the salary schedule unless the person has a PE endorsement. The district has the right to approve or deny requests to be used toward advancement based on state law. See Appendix G for Course Approval Form (non-negotiated form).

7. **Part-Time Employee:** The State Allocation Model rules shall determine how much experience credit employees shall be granted for part-time or part-year work experience. Employees shall not be deprived of other experience credits already recognized.

8. **Errors in Computation:** Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee as soon as discovered. In the event the District has made an over/under payment the District and employee shall work out a mutually agreeable plan for payback.

9. **Requested and Approved Courses:** Employees attending training courses or seminars requested by the employee and approved by the District shall suffer no loss of regular salary if the course requires them to attend during their regular employment time. The District may pay expenses incurred for training course fees and tuition.

**Section E: Transportation Reimbursement**

When an employee is required by the District to use his/her personal vehicle to fulfill his/her contract obligation to the District or is using his/her personal vehicle on approved District business or conferences or meetings, mileage will be reimbursed at the rate established under RCW 43.03.060 for state employees. The employee must file expense vouchers monthly.

Meals and/or lodging shall be reimbursed according to prior arrangements made with the Superintendent prior to the employee’s participation. IRS permits meal reimbursements only for overnight trips.

**Section F: Fringe Benefits**

1. **State Insurance Contribution:** Beginning September 1, the District shall provide the maximum state insurance contribution funded by the state per month per FTE on a pooled basis.

2. **Part-Time Employees:** Employees less than full time will receive a pro-rata share, based on their percentage of FTE, of the maximum contribution.

3. **Available Programs:** Employees may use the monthly premium to provide the programs listed below:

   a. WEA Select Health Plans (including WEA Select HMO)
b. Vision Care Plan

3. Washington Dental Service Plan

d. Orthodontia

4. **Pooling:** The intent of the Parties is to provide the maximum insurance contribution provided by the state to the employee pool. To gain maximum utilization of the total State insurance contribution provided by law for employees, the District shall contribute the maximum provided to an insurance pool to be distributed among employees, to those who do not generate sufficient monies to cover the full cost of medical coverage.

The District contribution toward medical/life, dental and vision insurance does not provide funds for double coverage of medical/life benefits for husbands/wives/children where both are employed by the District. Therefore, if certificated husbands and wives from this District choose to have double coverage for themselves and/or children, they will be expected to pay the difference in premium.

5. **District Medical Pool Contribution:** The District will create a pool of $20,000 to be distributed to those certificated staff members who insure family members in addition to themselves, excluding COBRA insured. This pool is in addition to the pool cited in paragraph 4 above. Pool contributions are dependent upon levy passage.

6. **Sequence:** From the dollar amount available to each employee, first shall be deducted the cost of the dental and vision insurance programs, with the remaining monies available for application to one of the medical insurance programs.

7. **Review:** The Parties shall jointly review coverage and carriers at least annually. No change in carrier or coverage shall be made without a two thirds vote of the Association supporting the change.

8. **Additional Options:** In addition, any employee may participate in any other approved voluntary programs, provided, all premiums will be paid from payroll deductions by the employee. Such premiums/deductions will not be included in any pooling calculations.

9. **Deductions:** Upon receipt of written authorization from each employee, the District agrees to deduct from the salary of its employees, premiums for those insurance and annuity programs pursuant to RCW 28A.405.400. The sums that are deducted as premiums for such insurance and annuity programs will be forwarded in accordance with the written authorization.
10. **Employees on Leave or RIFed:** An employee who is on District approved leave or has been laid off by District action, and is in the reemployment pool, shall be eligible to participate at their own expense in the health insurance program, if the employee so desires.

**ARTICLE IX. GRIEVANCE PROCEDURE**

**Section A: Purpose**

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances. The Grievance form is located in Appendix D.

**Section B: Definitions**

1. A "**Grievance**" shall mean a claim by the Association or by an individual employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

2. A “**Grievant**” shall mean the Association or an employee of the District filing a grievance.

3. A “**Grievance Request Form**” shall mean the printed forms utilized in the process of adjusting grievances contained herein as Appendix E.

4. The term “**Immediate supervisor**” refers to the grievant’s building principal, contracted administrator, or the Superintendent.

5. The term “**days**” shall mean work days, except that after June 1st, they shall consist of all week days so that the grievance may be adjusted before the close of the school year or as soon as is possible.

**Section C: General Conditions**

1. **Time Limits:** The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days within which each step is prescribed shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed may be extended by mutual consent of the Parties.

Failure of the grievant to proceed with a grievance within the times provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the grievant to proceed to the next step in the grievance procedure.
2. **Representation:** At each formal step in the procedure the grievant may be represented by a representative of the Association. Any grievant shall have the right to present grievances without the intervention of the Association so long as the resulting adjustment does not conflict with the terms of this Agreement, provided that the Association has been given an opportunity to have its representative present at all meetings, hearings, and other proceedings giving rise to the adjustment, unless such presence is objected to by the grievant.

3. **Confidentiality:** All matters pertaining to specific grievances shall be confidential information. All documents, communications and records dealing with grievances and their adjustment shall be filed separately from the grievant’s personnel file and two years after the adjustment has resulted, all such documents, communications and records, excepting a record of the grievance and the final adjustment thereof, shall be destroyed. If the grievant so requests in writing, a record of the final adjustment of the grievance may be placed in his/her personnel file.

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, 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, a representative of the Association, or otherwise, required an employee’s absence from his/her regular duty assignment, he/she shall be released from such duty without loss of pay or other penalty.

**Section D. Grievance Process:** Grievances shall be processed in the following manner:

1. **STEP 1. Immediate Supervisor:** The Parties encourage employees and their supervisors to attempt to resolve problems through free and informal communications prior to filing formal grievances.

   Within twenty days of the occurrence, or when the grievant should have reasonably known of the occurrence, the formal grievance shall be presented in writing to the employee’s immediate supervisor, who will arrange for a conference between him/herself, the grievant, and any designated representative, to take place within five days after receipt of the grievance. The supervisor shall provide the grievant with a written answer to the grievance within five days after the meeting. Such answer shall include reasons upon which the decision was based.
2. **STEP 2. Superintendent:** If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within the time line, the grievance may be appealed to the Superintendent. The Superintendent shall arrange for a hearing with him/herself, the grievant, the first level supervisor, and any designated representative, to take place within five days of his/her receipt of the appeal. The grievant shall have the right to include in the representation such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five days to provide his/her written decision, together with the reasons for the decision to the grievant.

3. **STEP 3. Board:** If no satisfactory resolution of the grievance is reached at the Step 2, the grievant may, within five (5) days after the decision in Step 2 is rendered, appeal to the Board. Within twenty (20) days after receiving such notice, the Board or a hearing examiner appointed by the Board, shall hold a hearing and render a decision.

4. **STEP 4. Binding Arbitration:** If the grievant is not satisfied with the decision at STEP 3, or if no disposition has been made within the time-line, the grievant may submit a Demand for Arbitration to the American Arbitration Association (AAA) or to the Federal Mediation & Conciliation Service (FMCS), along with a copy to the Superintendent. The Voluntary Arbitration Rules of AAA shall control the arbitration, provided that the Parties shall strike names from the panel selected by AAA within ten days of receipt of such panel. Neither the District nor the grievant shall be permitted to assert in such arbitration any ground not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

**Section E: Miscellaneous**

1. **Jurisdiction of the Arbitrator:** The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

   The following are excluded from arbitration:

   1. Non-renewal of provisional employees.

   2. Financial determinations by the district that warrant a RIF.

2. **Substantive and Procedural Issues:** The arbitrator shall decide all substantive and procedural arbitrable issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator; provided, the arbitrator shall not resolve the question of a grievance prior to having heard the merits of the grievance.
3. **Cost:** Each party shall bear its own costs or arbitration except that the parties shall share the fees and charges of the arbitrator equally.

4. **Grievance and Arbitration Hearings:** All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.

5. **Continuity of Grievance:** Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

6. **Consent not to be Inferred:** Should the grievant withdraw his/her grievance, or not follow through with the steps outlined herein, while being represented by the Association, it is not to be inferred that the Association supports the grievant’s reasons for doing so.

**Section F. Election Of Remedies**

Any matter which has an alternate form of resolution (*Superior Court, Human Rights Commission, PERC, OCR, etc.*) may be utilized by an employee in lieu of grievance, but in no case will grievance be allowed or utilized in addition to alternative remedies such as those illustrated above.
**DURATION OF AGREEMENT**

A. This Agreement shall be effective as of August 1, 2011, and shall continue in effect through June 30, 2013.

B. Upon written notice given by the Association to the District, the Parties agree to exchange proposals and commence negotiations on limited openers no later than the twelfth (12th) month of each contract year. Wages, hours and benefits are automatic re-openers and each side may bring forward up to three (3) additional items for negotiation.

C. This Agreement shall be opened for the purpose of negotiating such successor contract or contract parts at least ninety (90) days prior to the termination date.

D. Executed this 19th day of December, 2011, by and between the Oroville School Board and the Oroville Education Association.

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**OROVILLE EDUCATION ASSOCIATION**

**OROVILLE SCHOOL BOARD**

BY: ______________________
(OEA Lead Negotiator)

BY: ______________________
(OEA President)

BY: ______________________
(OEA Vice President)

BY: ______________________
(OEA Negotiator)

BY: ______________________
(OEA Negotiator)

BY: ______________________
(Board Member)

BY: ______________________
(Board Member)

BY: ______________________
(Board Member)

BY: ______________________
(Board Member)

Date: ______________________
Teacher_________________ Type of Evaluation:

Building________________ Assignment______________ Annual:

_____Regular

_____Professional Growth

Criteria: _____ 90 Day

S = Satisfactory 

U = Unsatisfactory

1. INSTRUCTIONAL SKILLS S U

Demonstrates a competent level of knowledge and skill in designing and conducting instructional experiences.

2. CLASSROOM MANAGEMENT S U

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

3. PROFESSIONAL PREPARATION AND SCHOLARSHIP S U

Demonstrates evidence of having a theoretical background and knowledge of the principles and methods of teaching.

4. EFFORT TOWARD IMPROVEMENT S U

Demonstrates an awareness of his/her limitations and strengths. Demonstrates continued professional growth.

5. THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS S U

Demonstrates the ability to manage the non-instructional, human dynamics in the educational setting.
6. INTEREST IN TEACHING PUPILS  
S  U  
Demonstrates an understanding of and commitment to each pupil, taking into account each individual’s unique background and characteristics.

7. KNOWLEDGE IN SUBJECT MATTER  
S  U  
Demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the level(s).

8. PERSONAL QUALITIES  
S  U

COMMENTS:

Any area receiving an unsatisfactory must have the reason listed under comments. The following year an unsatisfactory area will be addressed on that evaluation. A list of indicators for each area to be evaluated can be found in the master contract.

________________________________________________________________________

My signature below indicates that I have seen this evaluation. It does not imply that I agree with the contents of the evaluation report. Employee comments may be attached.

Teacher Signature ______________________  
Date ________________  

Principal Signature _____________________  
Date ________________
1. **INSTRUCTIONAL SKILL**
   A. Utilizes appropriate teaching techniques that are consistent with the selected objectives. Such techniques will:
      1. Make provision for differences in ability and learning styles among students:
      2. Implement Grade Level Expectations, but permit flexibility.
   B. Gives explanations, assignments, and directions clearly.
   C. Makes reasonable and appropriate assignments.
   D. Helps students to develop acceptable levels of productivity through work habits and study skills.

2. **CLASSROOM MANAGEMENT**
   A. Makes use of instructional materials appropriate to the subject matter and the objectives to be achieved.
   B. Creates a classroom climate conducive to the students learning.
   C. Prepares equipment and materials in advance.
   D. Classroom management is consistent with established District and building programs, policies, and expectations.
   E. Is able to communicate effectively with parents.
   F. Exhibits self-control, mature behavior and judgment.
   G. Dress and appearance must be neat and clean and not present health or safety problems or cause disruption.

3. **PROFESSIONAL PREPARATION AND SCHOLARSHIP**
   A. Pursues continued professional development.
   B. Follows the professional code of ethics.

4. **EFFORT TOWARD IMPROVEMENT**
   A. Responds well to constructive criticism.
   B. Implements suggestions for improvement.
   C. Participates in in-service and career development activities, sponsored by employer within contractual time.

5. **HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS**
   A. Establishes and maintains order and discipline in the classroom, including:
      1. Attention to the teacher when instructions are being given or the teacher requests the students to be quiet.
      2. Students' conformity to established classroom rules.
B. Work toward resolving discipline problems by following building and District guidelines.
C. Enlists the assistance of counselors, principal, and other supportive personnel when appropriate.
D. Assists in maintaining control and enforcing rules throughout school and at school activities during the contracted school day and at paid or voluntary supervisory activities.

6. INTEREST IN TEACHING PUPILS
A. Interacts with the student as an individual in a professional, constructive manner.
B. Deals with personal information and communication in a confidential and ethical manner.
C. Evaluates individual students’ progress regularly and maintains records for report card and/or parent conferences as per building guidelines.

7. KNOWLEDGE OF SUBJECT MATTER
Possesses and maintains competence and working knowledge in subject matter.

8. PERSONAL QUALITIES
A. Demonstrates commitment to school activities, through attendance at school meetings, committee meetings and activities during the contracted school day.
B. Follows acceptable channels of communication-Teacher-Principal-Superintendent-Board of Education.
C. Maintains a professional (courteous, business-like) relationship with colleagues, administrators, board of education and parents.
D. Accepts responsibility in a punctual and reliable manner.
E. Recognizes the School District as the employer and will accept responsibilities and commitments contained through contractual relations.
OROVILLE SCHOOL DISTRICT #410
INSTRUCTIONAL SPECIALIST
EVALUATION REPORT

APPENDIX B

Name of Certificated Specialist: ____________

Building ________________
Assignment _____________ Annual:

Type of Evaluation:
_____ Regular
_____ Professional Growth

Criteria:
S = Satisfactory
U = Unsatisfactory

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD:

    S    U

    Demonstrates a depth and breadth of knowledge of theory and content in the
counseling field.

2. SPECIALIZED SKILLS:

    S    U

    Demonstrates a competent level of skill and knowledge in designing and
conducting specialized programs within field of specialty.

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENTS:

    S    U

    Demonstrates an acceptable level of performance in managing and organizing the
materials, equipment and environment essential to the specialized program.

4. PROFESSIONALISM:

    S    U

    Demonstrates awareness of his/her limitations and strengths and shall demonstrate
continued professional growth.
5. IN VolVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL:

S U

Demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

COMMENTS:

Any area receiving an unsatisfactory must have the reason listed under comments. The following year an unsatisfactory area will be addressed on that evaluation. A list of indicators for each area to be evaluated can be found in the master contract.

________________________________________________________________________

My signature below indicates that I have seen this evaluation. It does not imply that I agree with the contents of the evaluation report. Employee comments may be attached.

Specialist Signature __________________________ Date _________________________

Principal Signature __________________________ Date _________________________
OROVILLE SCHOOL DISTRICT #410

SPECIALIST INDICATORS

List of possible indicators for each area of evaluation

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD
   A. Demonstrates understanding of the basic principles of human growth and development.
   B. Demonstrates awareness of personal and professional limitations and the ability and knowledge to make appropriate referrals.
   C. Relates and applies knowledge, research findings, theory and philosophy.

2. SPECIALIZED SKILLS
   A. Designs and conducts a program providing necessary services.
   B. Demonstrates ability to organize, integrate, and maintain a well functioning program.
   C. Demonstrates awareness of uses, limitations, principles, and basic statistical knowledge pertaining to individual assessment and inventory.
   D. Demonstrates skills in both individual and group settings.
   E. Demonstrates ability to synthesize and integrate testing and non-testing data concerning a student; to help student integrate and assimilate data; to help others involved with the student to interpret and use data appropriately and accurately; to help other specialists by providing case study materials, when appropriate.
   F. Develops goals and objectives that will facilitate the implementation of program and services.

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT
   A. Maintains a well-organized workspace for effective use of materials.
   B. Creates an environment that provides privacy and protects student and family information as mandated by codes of ethics.

4. PROFESSIONALISM
   A. Pursues continued professional development.
   B. Follows the professional code of ethics.
   C. Demonstrates awareness of the law.
   D. Takes part in professional organizations.

5. INVOLVEMENT IN ASSISTING STUDENTS, PARENTS AND EDUCATIONAL PERSONNEL
   A. Consults with other staff, parents, and other community referral agencies, concerning the development, coordination, and/or extension of services to those needing specialized programs.
   B. Attends to parental, teacher, and administrative referrals.
APPENDIX C

PROFESSIONAL GROWTH PLAN

NAME: SCHOOL YEAR:

Address each of the following:

1. Professional goals (one to five goals recommended) which are to be the focus of my Professional Growth Plan activities and discussion*.

2. What is the plan of action for achieving my goal(s)?

3. How can my principal help me to achieve my goals?

4. Who will be involved in working with me to achieve my goals?

5. How will I measure my success in achieving my goals?

*WAC 392-191-080 stipulates that one or more of the following sources of information are to be used in developing the Professional Growth Plan: 1) Peer review and evaluation; 2) Input by parents; 3) Input by students; 4) Personal and/or professional goals; 5) School district goals; 6) Building goals; 7) Self-assessment; 8) Personal academic records; and 9) School district evaluations.

To be completed and turned in to the building administrator’s office by Sep 10th
GRIEVANCE REQUEST FORM

NAME OF GRIEVANT:________________________________________________________

ASSIGNMENT: ___________________ BUILDING___________ DATE__________

PERSON TO WHOM GRIEVANCE IS SUBMITTED: _____________________

SPECIFIC CONTRACT ARTICLE, BOARD POLICY, CODE, RULE, REGULATION,
PRACTICE, OR HEALTH OR SAFETY CONDITION THAT IS PURPORTED TO BE A VIOLATION OF THE OEA AGREEMENT WITH THE DISTRICT:

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

BRIEF DESCRIPTION OF GRIEVANCE:

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

DATE VIOLATION OCCURED: ___________________

DATE GRIEVANT BECAME AWARE OF VIOLATION: _________________

REMEDY SOUGHT: ____________________

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

SIGNATURE OF GRIEVANT: _______________ DATE ____________________

Send original signed grievance to the person whom the grievance is filed. Send one copy each to the Superintendent and Association President. Keep one copy.
**APPENDIX E**

### Salary Schedule

- **Legislative Conference** -

**OROVILLE SCHOOL DISTRICT NO. 410**

**Table Of Total Base Salaries For Certificated Instructional Staff**

For School Year 2011-12

*** Education Experience ***

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<th>BA+90</th>
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*For credits earned after the BA degree but before the MA degree:*

Any credits in excess of 45 may be counted after the MA degree.

LEAP Document 1 is referenced in the Legislative Conference 2011-13 Omnibus Operating Budget.

BOARD APPROVED: JUNE 27, 2011
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TEACHER BEFORE & AFTER CONTRACT DAY/HRLY RATE: $30
APPENDIX G

District Course Approval Form

OROVILLE SCHOOL DISTRICT #410
816 JUNIPER ST
OROVILLE, WA 98844
COURSE APPROVAL APPLICATION

NAME: ___________________________ POSITION: ___________________________ BUILDING: ___________________________

I request approval from the Administration for the following course(s). (Please complete all information requested.)

<table>
<thead>
<tr>
<th>Course No</th>
<th>Course Title , Description</th>
<th>Qtr. Hours</th>
<th>Sem. Hours</th>
<th>Clock Hours</th>
<th>College, University, In-services Provider</th>
<th>Date completed</th>
</tr>
</thead>
</table>

Credits or clock hours earned after September 1, 1995, must meet criteria established by the Legislature (RCW 28A.415.023 and WAC’s 392-121-255, 392-121-257, and 392-121-262) before they can be used for placement on LEAP salary allocation documents. At the time credits are recognized by the school district, the content of the course must meet one or more of the following criteria. Please check the appropriate one(s) and write your justification below. Your may attach brochures/information describing course.

1. It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual performance report, for the school in which the individual is assigned.
2. It pertains to the individual’s current assignment or expected assignment for the following year.
3. It is necessary for obtaining an endorsement as prescribed by the State Board of Education.
4. It is specifically required for obtaining advanced levels of certification.
5. It is included in a degree program that pertains to the individual’s current assignment or potential future assignment as agreed upon by the school district and the individual.
6. It addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210

Reason/Justification: ____________________________________________

________________________________________

Signature ___________________________ Date ___________________________

I wish to appeal if this application is disapproved.

ADMINISTRATION (State reason on back if disapproved)

Approved ___________________________ Superintendent Signature ___________________________ Date ___________________________

Disapproved ___________________________ Date ___________________________

Form Feb 2011