

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE BOARD OF DIRECTORS OF**

**ODESSA SCHOOL DISTRICT #105**

**AND THE**

**ODESSA EDUCATION ASSOCIATION**

**September 1, 2019 – August 31, 2022**



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## **PREAMBLE**

This Agreement is entered into this 1st day of September, 2019, by and between the Board of Directors of the Odessa School District, hereinafter called the "Board," and the Odessa Education Association, hereinafter called the "Association."

## **ARTICLE I - ADMINISTRATION OF CONTRACT**

### **Section 1 - Recognition**

The Board recognizes the Association as the duly elected representative of the certificated employees of the District with the exception of the chief administrative officer, principals, substitutes, confidential employees, and all other certificated employees who may be excluded by law.

The Board will not negotiate with or recognize any employee organization other than the Association as representing the certificated employees of the District unless such organization has been certified as the exclusive representative as provided by law.

When used hereafter, the term "certificated employee" or "teacher" shall refer to the certificated employees represented by the Association in the bargaining unit, except as modified by the operation of law.

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural.

### **Section 2 - Management Rights**

The Board on its own behalf and on behalf of the public hereby retains and reserves unto itself all power, right, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Washington and the United States, including but without limiting to the following:

- A. To the executive management and administrative control of the District, its properties, and facilities;
- B. To hire all employees, and subject to provisions of law, determine their qualifications and the conditions of their continued employment, or their dismissal or demotion;
- C. To establish educational programs, courses and related services, including special programs, and to provide for athletic, recreational, cultural and social activities for students and the community all as deemed necessary or advisable by the Board;

- D. To decide upon the duties, responsibilities, and assignments of certificated employees;
- E. The exercise of the foregoing rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms and provisions of this Agreement and the Constitution and laws of the state of Washington.

### **Section 3 - Status of the Agreement**

All individual certificated employee contracts covered by this Agreement between the Board and an individual certificated employee shall be subject to and consistent with the terms and conditions of this Agreement.

This Agreement shall, notwithstanding violation of law, supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with the terms.

### **Section 4 - Conformity to Law**

This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provisions of this Agreement, or any application of this Contract to any certificated employee or groups of certificated employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of the Agreement shall continue in full force and effect. Any provisions of this Agreement which are contrary to law but become legal during the life of this Agreement shall take immediate effect when they become law.

### **Section 5 - Distribution of the Agreement**

Within thirty (30) days following the ratification and signing of this Agreement, the Association shall prepare a proof copy and print and distribute to the Association thirty (30) copies of this Agreement. All certificated individuals making employment application to the District shall be provided for their examination at the District's office, if requested, a copy of the Agreement by the District.

The cost of printing of the Agreement shall be borne by the Association.

## **Section 6 - Labor/Management Meetings**

The superintendent or his/her designee and the Association shall meet at least quarterly. Upon request by either party, the Association officials and Superintendent or his/her designee shall meet to discuss school problems relating to interpretation or compliance with its Collective Bargaining Agreement or other problems. When a request is made, the meeting shall be held within five (5) days.



## **ARTICLE II - BUSINESS**

### **Section 1 - Payroll Deductions**

The Association shall have the right of automatic payroll deductions of membership dues and fees for certificated employees.

Any certificated employee who is a member of the Association, or who has applied for membership, shall sign and deliver an authorization form to the District if such dues are to be deducted from his payroll. Such membership authorization shall continue in effect from year to year, unless revoked in writing and sent to the Association and the District between August 1 and September 15 of any year.

The Association shall submit a copy of the annual dues deductions and fees to the District office by September 15 of each year.

The rights herein granted to the Association shall not be granted to any other organization which seeks to represent certificated employees in their employment relations with the Board until such time as the Association is no longer the representative of the majority of the certificated personnel.

Upon appropriate written authorization from a certificated employee, the Board shall deduct from the salary of any certificated employee and make appropriate remittance for annuities and any other plans or programs jointly agreed to by the Association and the Board.

The Association will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of any payroll deductions for the Association. The Association agrees to refund to the District any amounts paid to it in error.

National, state, and local dues deductions for employees employed after the commencement of the school year shall be prorated in proportion to the remaining school year.

### **Section 2 - Association Rights**

The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business. Permission to use District facilities shall be requested from the District office for all Association activities.

Permission shall be granted except in the event that such a request interferes with scheduled District approved activities.

The Association shall have the right to use District facilities and equipment, including typewriters, computers, scanners, Internet, email, digital cameras, duplicating machines and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall reimburse the District for the cost of expendable office supplies. The Association shall be responsible for any misuse of such equipment.

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards to be provided in the faculty lounge.

The Association shall have the right to use the intra-District mail service and teacher mailboxes for communication purposes.

Constructive criticism is an appropriate way to seek improvement of the educational system. School board members and administrators shall respect the right of a teacher to exercise independent thought and to express constructive criticism in an appropriate venue such as board meetings, executive sessions, staff meetings, and privately with administration. The Association shall select two or more certificated staff representatives to attend each regular business meeting for the purpose of providing the board and administration with information and/or constructive criticism regarding district policies and procedures from the perspective of certificated staff. (2008)

Board meeting agendas shall be mailed to the Association forty-eight (48) hours prior to the meeting.

Representatives duly authorized by the Association who participate during working hours in negotiations, grievance proceedings, conferences, or meetings with representatives of the District shall suffer no loss of pay, excluding strike or any other work stoppage.

### **Section 3 - District Advisory Committees**

The Board shall have the right to determine the size and composition of District Advisory Committees. The Association shall have the opportunity to appoint members of the Odessa Education Association to participate on any such committees which include teachers. District Advisory Committee members shall be appointed in an open staff meeting.

The District agrees to meet and confer with the Association upon the Association's request relative to providing the Association with information about such committees.

## **ARTICLE III - PERSONNEL**

### **Section 1 - Individual Rights**

- A. Employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to the employment of any person because of such person's age, sex, marital status, race, creed, color, national origin, sensory, mental, or physical handicap, unless based on a bona fide occupational qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. Employees on staff as of June 1, 1977 shall not be discriminated against in respect to their domicile. The private and personal life of an employee is not within the appropriate concern or attention of the Board unless it clearly affects or interferes with the proper performance of that employee's professional duties.
- B. Nothing contained herein shall be construed to deny or restrict any employee such rights as he/she may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive but are in addition to those provided elsewhere.
- C. Employee Discipline. No employee shall be disciplined or adversely affected without just cause. Grounds forming the basis for disciplinary action will be made available to the employee in writing. **(2016)**

This means identifying (to the extent known):

1. The specific complaint made against the employee.
2. Who made the complaint - naming the parent, student, teacher, citizen, administrator, board members, etc.
3. When and where the alleged actions forming the basis of the complaint occurred.
4. Identifying any charges of violation of specific law, District policy, etc. being asserted by the employer, which arise from the complaint.

Example: Student Susan Smith alleges that you used improper force in disciplining her last Thursday in Math class. The District believes that you have violated the building discipline policy (Policy #510, Section 10).

Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under the provision of this Agreement prior to the action being taken.

This means that the employer must tell the employee in advance that he/she has the right to an Association representative's presence during the meeting where the employer delivers discipline to the employee. Ideally, it will be included in the notice to the employee to attend the discipline meeting.

An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action.

This requires, when the employee requests representation, that disciplinary action must take place only during a meeting with the employer, the employee and the Association representatives.

When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.

This language is meant to deal with a meeting that was not initially meant for the purpose of discipline but moves to that stage. When it becomes obvious to the employer that he/she is delivering discipline, it requires the administrator/Board to reasonably accommodate an employee's desire to have representation. This includes not calling or recessing a meeting in progress until the Association representative can be present.

The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

Progressive discipline means: verbal warning, written reprimand, discharge. The only justification for bypassing the lower stages of discipline is based upon the severity of the incident.

- D. Employee Complaints. Any complaint made against an employee by a parent, student or other person will be promptly called to the attention of the employee, otherwise the complaint cannot be used as the basis for any disciplinary action.

This means the employer will inform the employee of the complaint directly, as soon as reasonably possible so steps may be taken by the employee to solve the problem.

Any employee should not be held accountable for complaints he/she did not know existed.

When the District determines an investigation of a complaint is necessary, the employee must be notified in writing within five (5) working days of receipt of the complaint.

Standards for notice are the same as Section 1.C. Employee Discipline (see above).

All information and investigation shall be kept confidential.

## **Section 2 - Academic Freedom**

Academic freedom shall be granted teachers with the realization that the maturity level of students is a key factor in determining the bounds of academic freedom. The teacher will consult with colleagues and the principal prior to entering into areas of study or discussion which have traditionally been areas of controversy and may be inappropriate for the maturity level of students. The principal's approval must be secured before discussion on controversial subjects may begin.

No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis by means of which a person shall be able to listen or record the procedures in a class without prior permission of the teacher.

The District shall not alter the grade assigned to any student by any employee except with prior consultation with the employee. The employee may appeal any resulting grade changes to the Superintendent.

## **Section 3 - Personnel File**

Certificated employees or former certificated employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. This right includes the right to attach his own comments to any evaluation, correspondence, or other material making derogatory reference to any employee's competence, character, or manner. Upon request, a copy at Board expense of any documents contained therein shall be afforded the employee. At the

certificated employee's request, union representation and/or legal counsel may be present at this review. There shall be no secret personnel file kept in the District. Working files maintained by supervisors or administration are not secret files and shall be destroyed annually.

Each certificated employee's personnel file shall contain the following minimum items of information: all certificated employees' evaluation reports, copies of annual contracts, teaching certificate, and a transcript of academic records.

Upon request by the employee, the Superintendent or his official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said employee.

Any derogatory material not shown to an employee within ten (10) working days after receipt shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.

No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee's or witness's signed acknowledgment and opportunity to attach his/her own comments. A signature does not necessarily mean agreement with the contents of the document. It merely indicates receipt of the document.

Any employee may request to the Superintendent to remove material from his/her personnel file. If the Superintendent denies the request, the employee may forward the request to the Board.

#### **Section 4 - Certificated Staff Evaluation**

- A. General: Certificated classroom teachers and certificated support personnel holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth herein. Non-administrative certificated staff shall be evaluated according to criteria based upon their duties and responsibilities. (See Appendix E-1) Every non-provisional employee whose work is judged unsatisfactory based upon the evaluation criteria shall be placed in a probationary status no later than February 1 and shall be given until May 1 to demonstrate improvement in his or her areas of deficiency. Provisional employees hired after August 24, 1993, shall be subject to provisions codified within RCW 28A.405.220.

B. Evaluation:

1. Responsibility for Evaluation:

Within each school the principal shall be responsible for the evaluation of employees assigned to that school. Any employee assigned to more than one school shall be evaluated by the principal of each school. The administrative organization plan of the School District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school.

2. Evaluation Criteria:

Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position which criteria are set forth in the section entitled "Evaluation Criteria."

3. Required Evaluations:

- a. All employees newly employed by the School District shall be evaluated within the first ninety (90) calendar days of the commencement of their employment.
- b. All employees, including new employees, shall be evaluated annually, such evaluations to be completed not later than June 1 of the year in which the evaluation takes place.
- c. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
- d. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
- e. If the supervisor contemplates recommending that a non-provisional employee be placed on probation, an evaluation shall be made on or before January 15.



4. Additional Evaluations:

In addition to the evaluations required under paragraph B, 3 above, principals and other supervisors may make evaluations at any time during the school year, which evaluations may cover individual observations, or such periods of time as may be identified in the evaluation report.

5. Minimum Evaluation Criteria:

During each school year each employee shall be observed at least twice in the performance of his or her assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes. A minimum of one observation for a total observation time of thirty (30) minutes shall be required in connection with the evaluation of new employees under paragraph B, 3., a. above.

6. Evaluation Procedures:

- a. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results of the observation in writing. The employee shall be provided with a copy of the evaluation report within three (3) days after such report is prepared.
- b. The employee shall sign the School 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, however, necessarily imply that the employee agrees with the contents of the evaluation report.
- c. Each evaluation report required under paragraph B (3) above shall be promptly forwarded to the School District's personnel office for filing in the employee's personnel file. Evaluation reports other than those required under paragraph B, 3. above shall not be filed in the employee's personnel file unless either the supervisor or the employee elects to the contrary.
- d. Following the completion of each evaluation report required under paragraph B, 3. above, a meeting shall be held between the principal or other supervisor and the employee to discuss the report.

C. Probation:

I. Supervisor's Report:

In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of a non-provisional employee under his or her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before January 20. The report shall include the following:

- a. The evaluation report prepared pursuant to the provisions of paragraph B., 3., e. above;
- b. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.

2. Establishment of Probationary Period:

If the Superintendent concurs with the supervisor's judgment that the performance of the non-provisional employee is unsatisfactory, the Superintendent shall place the employee in a probationary status beginning on or before February 1 and ending on May 1. On or before February 1 the employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:

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

3. Evaluation During the Probationary Period:

- a. At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the

probationary employee to discuss performance deficiencies and the remedial measures to be taken.

- b. During the probationary period the principal, supervisor or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of paragraph B., 6., a. and b. above shall apply to the documentation of evaluation reports during the probationary period.
- c. The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his or her notice of probation.

4. Supervisor's Post-Probation Report:

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

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

5. Action by the Superintendent:

Following a review of any report submitted pursuant to paragraph C., 4. above, the Superintendent shall determine which of the alternative courses

of action is proper and shall take appropriate action to implement such determination.

- D. The interpretation and application of the Evaluation Procedure and Evaluation Criteria are not subject to the grievance procedure as negotiated.

### **Section 5 - Certificated Staff Evaluation Criteria**

The following criteria will be used in the evaluation of classroom teachers:

#### **A. Professional Preparation and Scholarship**

1. Considers abilities, interests and present performance levels of students in planning.
2. Establishes immediate and long-range objectives.
3. Prepares effective plans to meet objectives.
4. Plans for continuing evaluation in lessons and units and utilizes the results in planning subsequent lessons.
5. Provides adequate plans for a substitute teacher.
6. Possesses and maintains appropriate academic background in subject area.

#### **B. Knowledge of Subject Matter**

1. Possesses and maintains competence in subject matter.

#### **C. Instructional Skill**

1. Utilizes teaching techniques which are consistent with the selected objectives. Such techniques will:
  - a. make provision for differences in ability among students;
  - b. provide for the previous knowledge, abilities, and interests of the class;

- c. make effective use of instructional equipment, materials, and resource personnel;
  - d. provide a variety of activities in keeping with the maturity and attention span of the students;
  - e. implement lesson plans but permit flexibility.
2. Give explanations, assignments, and directions clearly.
  3. Makes reasonable and appropriate assignments.
  4. Motivates students by making lessons interesting and challenging.
  5. Helps students to develop acceptable work habits and study skills.
  6. Evaluates daily lessons and units of study by assessing student achievement of objectives.

D. Classroom Management

1. Selects and prepares equipment and materials in advance of lesson.
2. Maintains orderly, attractive and stimulating classroom environment and atmosphere.

E. Handling of Student Discipline and Attendant Problems

1. Establishes and maintains order and discipline in the classroom including:
  - a. quiet when appropriate;
  - b. attention to the teacher when instruction is being given;
  - c. students conforming to established rules.
2. Shows consistency and fairness in dealing with student behavior.
3. Disciplines students in a firm but controlled manner.

4. Encourages students to develop courtesy, self-control, respect and responsibility.
5. Enlists the assistance of counselors, vice principal, principal, and other supportive personnel when appropriate.
6. Assists in maintaining control and enforcing rules throughout the school.

F. Interest in Teaching Pupils

1. Develops rapport with the student as an individual in a professional manner.
2. Deals with personal information and communication in an ethical manner.
3. Evaluates individual student progress regularly and maintains records for report card and/or parent conferences.
4. Provides guidance and assistance for students.

G. Effort Toward Improvement When Needed

1. Is responsive to constructive criticism.
2. Attempts to implement suggestions for improvement.

H. Personal Characteristics

1. General appearance.
2. General health and energy.
3. Exhibits self-control.
4. Exhibits mature judgment.
5. Exhibits flexibility.
6. Exhibits appropriate communication skills.
7. Is willing to make decisions and accept responsibilities.

8. Demonstrates understanding of established priorities.
9. Is prompt and accurate with reports.
10. Indicates a willingness to accept a fair share of school responsibilities.

The following criteria shall be used for evaluation of non-supervisory certificated staff (counselor and Special Education coordinator).

A. Knowledge and Scholarship in Special Field

1. Demonstrates Knowledge of theory and content within special field.
2. Demonstrates an understanding of how their field fits the K-12 program.

B. Specialized Skills

1. Demonstrates competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.

C. Management of Special and Technical Environment

1. Demonstrates acceptable performance managing and organizing special materials.
2. Demonstrates acceptable performance in managing and organizing equipment for specialized programs.
3. Demonstrates acceptable performance in managing and organizing the environment essential to specialized programs.

D. Professionalism

1. Demonstrates an awareness of professional limitations and strengths.
2. Maintains a program of continual professional growth.

E. Involvement in Assisting Pupils, Parents, and Educational Personnel

1. Demonstrates an acceptable performance when offering specialized assistance.
2. Shows skills in identifying those needing specialized programs or assistance.

#### **Section 6 - Staff Protection**

- A. The Board agrees to save certificated employees harmless and defend from any financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such certificated employee within or without the school building, 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 Board within the limits of the insurance policy carried by the District.
- B. The District shall notify a teacher (the teachers) the same day a threat is made against said teacher(s) and/or teacher's (teachers') family.

#### **Section 7 - Individual Contract**

The District shall provide each employee a contract for regular assignments in conformity with Washington State law, State Board of Education regulations and this Agreement.

One (1) copy of the contract shall be given to the certificated employee each year for his/her signature. The signed copy of the contract shall be returned to the Superintendent's Office no later than ten (10) working days after issuance of said contract. One (1) copy shall be returned to the employee and one (1) copy placed on file in the Superintendent's Office. If the contract is not signed and returned in proper order by the date specified, both parties agree that the employee forfeits all rights to further employment with the Odessa School District.

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

- A. A letter of resignation must be submitted to the Superintendent's office.
- B. A release from contract, prior to July 1 for the following school year, shall be granted provided a letter of resignation is submitted prior to that date.



- C. A release from contract shall be granted after July 1 provided a satisfactory replacement can be obtained acceptable to the Board of Directors.
- D. A release from contract shall be granted in case of illness or other personal matters which make it impossible for the employee to continue in the District.
- E. Additional responsibilities performed as part of the contract will include:
  - i. Preparation for school opening
  - ii. Work connected with the conclusion of the school year
  - iii. Conferencing/communicating with parents
  - iv. Supporting school/student activities
  - v. Providing individual help for students
  - vi. Evaluating student work
  - vii. Workshops, classrooms, and in-service work
  - viii. Researching educational materials and supplies
  - ix. Improving and maintaining professional skills
  - x. Preparation and revision of materials
  - xi. Planning with other employees in areas of instruction and curriculum
  - xii. Working with computers & other technology as related to educational use
  - xiii. Attending District, school, and/or student connected meetings as needed

### **Section 8 - Length of Workday**

The length of the assigned workday shall be equivalent for all certificated full-time employees. A regular work day shall be 8 hours including a 30-minute duty free lunch. Certificated full time employees will be present a minimum of 15 minutes before and 15 minutes after the student's school day; the additional 30 minutes may be before or after school at the employee's discretion except for days when staff meetings are scheduled. (2009)

Teachers who work less than a full day will be available either before or after the student day. The time will be based on the percent of the contact FTE. The principal will work with part time staff to determine when part time staff will be available to students. (2009)

When in-service programs take place on early dismissal days, the teachers' workday will last until a mutually agreed upon time. The leave policy (see section 10) will be followed if the employee is unable to attend. (2007)

### **Section 9 - Salary Payment**

Checks shall be issued on the last District Office business day of each month.

All salary compensation owed to a certificated employee who is leaving the District shall, upon request, be paid within forty (40) days after the final day of employment.

Certificated employee basic salary schedule, see Appendix A.

Supplemental salary schedule, see Appendix B.

### **Section 10 - Leaves**

In the event of a RIF, the RIF clause provisions would prevail.

#### **A. Sick and Emergency Leave**

Twelve (12) days per year for illness, injury, maternity and emergency shall be granted. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of 180 days. The employee shall be allowed to carry 192 days, 180-day accumulation plus twelve (12) day allowance for the academic year, up to but not past August 31 for any school year. On or about January 1 of each school year, the employee may cash in up to twelve (12) days per year of unused sick leave above the accumulation of 180 days for purposes of depositing into the employee's VEBA account at a ratio of one (1) full day's pay for four (4) accumulated sick leave days. Upon retirement an employee may cash in accumulated sick leave at the rate of one (1) day remuneration per four (4) days of accumulated sick leave, as accumulated by the individual up to a maximum of 180 days. Should the state begin funding sick leave cash out upon retirement, the District will reimburse at the level approved and funded by the state. An employee who is unable to perform the duties of the employee because of personal illness, maternity or other disability may, at the Board of Directors' discretion, be granted leave without pay at the exhaustion of sick leave.

Absence caused by personal illness, injury, doctor/dental/optical appointment, poor health, maternity, quarantine, or other disability, is covered by the sick

leave provisions. Sick leave may also be used for immediate family illness, injury, or doctor, dental and optical appointment. In the event of the birth of a child of the employee's spouse, sick leave will be allowed for a maximum of three (3) days.

Leave time shall be calculated on an hourly basis and granted in the same increments as earned. (2014)

Emergency leave shall be granted pursuant to the terms of this provision under the following conditions:

1. The problem must be suddenly precipitated and of such nature that preplanning is not possible or where preplanning cannot relieve the necessity of the employee's absence;
2. The problem cannot be one of minor importance or of mere inconvenience, but must be serious;
3. Emergency leave shall apply in the case of serious illness in the immediate family to include spouse, child, mother, father, and siblings. (2012)
4. Emergency leave shall include bereavement leave in the case of death of any of the following family members: father-in-law, mother-in-law, father, mother, son, son-in-law, daughter, daughter-in-law, grandfather, grandmother, grandchild or siblings. The employee shall make every reasonable effort (minimum of leaving a message on secretary's voice mail) under circumstances to notify the District of the employee's absence under emergency leave, and written application for the leave must be made to the District by delivery to the Superintendent within seven (7) days after the absence. (2012)

#### B. Adoption Leave

A certificated employee (one family member only) legally adopting a child shall notify the District in writing of the intent to take adoption leave stating the expected date of commencement of leave and return to employment. Normally such notice must be given at least one (1) month prior to the commencement of said leave. Adoption leave shall be granted for a period not to exceed six (6) months and shall be without pay. A certificated employee returning from adoption leave shall be placed in the position last held or in a similar position in the District.

### C. Childbearing Leave

A childbearing leave of absence shall be granted without pay, except as the sick leave policy applies, and the employee so elects, to a woman employee, upon her request, for a period of time not to exceed one (1) year. To facilitate an orderly selection of a replacement, the employee is to notify the Superintendent in writing of her intention to request leave as far in advance as possible. Normally, notification should be at least one (1) month before the estimated date the leave is to begin. The written request for childbearing leave must include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, the employee shall inform the employer of the specific day when she will return to work.

The employee's sick leave benefits shall begin on the day that the employee is no longer able to work due to temporary disability caused by childbearing. This date must be verified in writing by the employee's personal physician. The employee's sick leave benefits shall be paid for the period: (1) the employee's personal physician certifies in writing that the employee is disabled due to childbearing, and (2) the employee has accumulated sick leave.

### D. Personal Leave

Each certificated employee shall have three (3) personal leave days per year, with pay.

Notification of leave request shall be made to the employee's principal or designee at least two (2) days before taking leave, except in an emergency. Personal leave to extend a holiday should be submitted one (1) month prior to the request date. The employee shall not be required to state the reason for taking such leave, other than that he/she is taking leave under this section.

Personal Leave requests for May or June need to be submitted by April 30. In unique circumstances, this requirement may be waived by the Superintendent. (2019)

If personal leave is exhausted, additional days may be taken with the Superintendent's approval at substitute rate of pay.

The employee may cash in up to three (3) days of any unused Personal Leave at the substitute rate of pay. The applicable paperwork must be completed during the last two weeks of school.

E. Jury Duty and Subpoena Leave

If an employee is called for jury duty or is subpoenaed, he is to notify the Superintendent so that the Superintendent may take necessary steps to insure instructional continuity. In the event the employee serves as a member of a jury or is subpoenaed, the salary of the employee will be determined as follows: the amount of money a teacher receives for court services will be deducted from the prorated daily salary of the employee.

F. Military Leave

Employees shall be granted military leave of absence when required by law. While on leave the employee shall retain all fringe benefits as though employment had been continuous in the District. Upon return from leave the employee shall be placed in the position last held or a similar position in the District.

G. Professional Leave

Travel and per diem expenses may be granted at the Superintendent's discretion to employees to attend professional meetings upon written request to the Superintendent. The District shall provide substitutes when necessary.

Staff participating in professional activities for which compensation is provided to participants, shall be allowed to keep any compensation given by the contractor for services rendered. (2012)

H. Other Leaves

Leaves of absence up to one (1) year without pay will be granted employees for the purpose of study, travel, recuperation, working in a professionally related field at the Board's discretion. Upon return from leave the employee shall be placed in the position last held or in a similar position in the District. Upon request by the employee, such leave may be renewed for up to one (1) additional year at the Board's discretion.

I. Teacher Absence

If a regular classroom teacher is absent for any reason, he or she must notify the building principal as far in advance as possible. Whenever a regular

classroom teacher is absent using a leave as provided in this Agreement, an attempt will be made to provide a substitute teacher when necessary to fill the position during the absence of the regular teacher.

J. Sabbatical Leave

1. Sabbatical leave may be granted for up to one year to those employees who have served the District at least seven years.
2. To be eligible, the employee must be eligible for at least five (5) years of service before reaching retirement.
3. Employees on sabbatical shall receive fringe benefits at their own expense. Salary will be paid at the rate of fifty (50) percent of regular pay in regular monthly payments.
4. An employee on sabbatical shall not engage in teaching or other remunerative occupation without prior approval. This does not prevent an employee from furthering education on a teaching scholarship, internship, assistantship or fellowship.
5. Employees granted sabbaticals shall agree to return to service in the District upon expiration of their leave for a period of at least two (2) years. If an employee does not return, all salary paid during the leave shall become due and payable to the District.
6. If an employee dies or becomes permanently disabled while on sabbatical, no repayment will be required.
7. Application for sabbatical shall be given in writing to the Superintendent prior to April 1 of the school year prior to the year for which the sabbatical is desired. Reasons and plans should be included. Denial of a request may be appealed to the Board.
8. Employees returning from sabbatical leave shall be given the same position or a similar position.

#### K. Parental Leave

Employees shall have the right to parental leave up to one year without pay to take care of elderly parents or relatives or for child rearing. Employees may apply for a second year on a separate application. Parental leave must be approved by the Board of Directors. These two years will be on a non-renewable contract basis.

#### L. Association President Leave

The District shall provide to the Association such Association President Leave up to three (3) days as is requested by the President of the Association. The Association shall provide the costs of substitutes for the absences when substitutes are required.

#### M. Voluntary Class Coverage

Teachers may leave during the school day to attend their child's Odessa school-related extra-curricular activity. The teacher must leave lesson plans approved by administration prior to the event. Teachers needing such coverage shall arrange their own coverage of classes and notify the office at least one (1) day in advance. Teachers who voluntarily cover a colleague's class(es) shall do so gratis to the district. (2012)

### **Section 11 - Employee Facilities**

In order to permit freedom of access both during and after regular school hours, all employees will be given keys to their classroom, faculty lounge, work area and outside door of their assigned building.

An adequate part of the parking area at each school will be provided for employee parking.

### **Section 12 - Teacher Work Year**

- A. Each certificated employee shall be given a one hundred eighty-three (183) day base contract. Extended days shall be computed at 1/183 days of each teacher's salary. (2019)

- B. Teachers new to the district shall be required to work an additional day prior to the beginning of the school year for staff orientation. The District and the employee(s) will agree upon the date for this orientation. Compensation will be at per diem. (2009)
- C. State Funded Professional Development Days (if provided) shall be non-student days and used in a manner determined by the District and in-service committee. The administration and a committee of certified staff members will choose relevant in-service/curriculum development day agendas/programs. These days must be used for activities related to improving student learning consistent with state law and the requirements for receipt of the state budget appropriation for these days. (2015)
- D. The District will provide three (3) mandatory per diem days (24 hours total for staff to participate in activities that are aimed at student achievement. Hours may be scheduled for all certificated employees or for groups of certificated employees or for individual certificated employees by administration in consultation with the in-service/curriculum committee.

### **Section 13 - Assignment, Transfer and Vacancies**

- A. An assignment shall mean the placement of an endorsed or qualified employee to a position within the bargaining unit. A position shall include the grade level and/or subject taught (e.g. science, math, foreign language, etc.) or specialty (e.g. special education or librarian) and the building(s) in which the employee is stationed.
- B. A vacancy shall be defined as a situation where the District determines that there is a need to add or place staff in a program area. This could include previously held positions or newly created positions.
- C. A transfer shall mean a change from an employee's current assignment to a different assignment.
- D. Involuntary transfers: Current employees will be offered the opportunity to fill vacant positions in an effort to avoid involuntary transfers.

In the event of an involuntary transfer, each employee transferred will be notified at least three business days prior to public announcement of the change. Notification methods may include face-to-face meeting, telephone call



(message), email or letter. This will become effective if/when the majority (more than 50%) of the employee's schedule is subject to change. (2008)

- E. All employees requesting a transfer to a vacant or new position shall be notified within five (5) calendar days of the employer filling the vacant or new position. Notification shall include statement of acceptance or non-acceptance and reasons. This notice and reasons are not subject to Article V – Grievance Procedure, but the procedure is.
- F. Any vacant District position resulting from the retirement or resignation of an administrative or non-administrative staff member shall first be advertised in a written notification to all presently contracted certificated staff members one week prior to the position being opened to the public. In the event that no current staff member has appropriate certification and after consultation with the OEA president, a waiver will be granted to allow immediate posting of the job opening to the public. All presently contracted certificated applicants will be interviewed in the final selection process provided they have met or are in the process of meeting the certification requirements for the vacated position.

#### **Section 14 - Staff Reduction and Recall**

- A. Seniority List: By February 1 of each year administration will prepare a seniority ranking of all certificated non-administrative staff. Such seniority list will include certifications; endorsements; hire date in the Odessa School District; placement on LEAP schedule; and years in the state of Washington. In determining seniority placement will be determined by:
  - 1. Number of years employed as a certificated staff member in the state of Washington;
  - 2. Placement on the LEAP schedule with employee furthest to the right being placed before employees with less credits;
  - 3. Hire date in the Odessa School District;
  - 4. Provisional Employees.

Once this list is prepared it will be presented to the OEA president for verification, which the OEA will provide to the District by March 1, at which time it will be published and distributed to employees by the District. (2009)

- B. Not later than April 30 of each year, the Board of Directors shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational program and services substantially at the same level for the next school year. If the Board determines that the financial resources are not reasonably sufficient for the following school year, the Board shall adopt a modified or reduced educational program and identify those employees who will be retained to implement such a modified program and those certificated employees whose contract will not be renewed. Employees holding provisional contracts will be non-renewed prior to the implementation of a reduction in force. It is understood that if a position is to be filled, and the only employee eligible to fill the position is a provisional employee, that employee would not be non-renewed.
- C. A reasonable effort shall be made to ascertain the number of certificated positions which will be open as a result of:
1. Retirement
  2. Resignation
  3. Leave of absence (2009)
- D. The determination of those certificated staff to be retained shall be made on the basis of category, state course requirements, certification and seniority in that order. (2009)
- E. Certificated employees retained shall possess such valid Washington State certificates, endorsements, and high-quality teacher standards as may be required for the position being filled. (2009)
- F. Each certificated employee shall be reviewed for retention in any position in which he/she is certified and has high quality teaching status regardless of whether the employee was employed in such position at the time the reduced or modified educational program was adopted. (2009)
- G. Recall Procedures: (2009)
1. In the event additional pupils enroll or additional revenues become available, the Board shall recall first all bargaining unit employees laid off before employing or assigning additional personnel to fill assignments. Recall shall be by seniority with using the same criteria as for layoff.

2. The Board shall give written notice of recall by registered letter. The employee is responsible for notifying of any change of address and has fourteen (14) days from receipt of notice to respond accepting or rejecting the offer. If the employee rejects the offer, he/she will be considered to have resigned from the District.
3. An employee's length of recall pool rights shall equal his/her number of years of employment with the District.

#### H. Layoff Benefits:

1. Board shall pay employees share of current health benefits for three months after layoff. (2009)
2. Employees may continue with group insurance coverages at his or her expense as allowed by law. (COBRA) (2009)
3. Substitute positions shall be offered to employees on recall (who have indicated that they wish to be in the substitute pool) in rotating alphabetical order before going outside the District. (2009)
4. All benefits to which an employee was entitled to at the time of layoff will be restored upon return to active employment unless benefits were cashed in or otherwise resolved at time of layoff.

### **Section 15 - Fringe Benefits**

- A. The District shall provide the insurance contribution at the level allowed and funded by the state, at the flow through level. Employees less than 1.0 FTE will receive a pro rata share based on their percentage of FTE of the maximum contribution. (2009)

The District agrees to provide \$6,240 for each year in the life of this Collective Bargaining Agreement to the insurance pool to provide for basic benefits to help with employees' out-of-pocket costs. (2009)

For the school year 2015-2016, the District will provide an additional \$3,000 to the insurance pool. For the school year 2016-2017, the District will provide an additional \$1,000 to the insurance pool. (2016)

All employees are to be fully covered first from this insurance pool money before any left-over insurance pool money is used for supplemental contracts. (2009)

This shall conclude on December 31, 2019 when the SEBB (School Employees Benefits Board) program begins. (2019)

- B. The District shall remit the total premium for the State Health Care Authority for the Retired School Employees Subsidy Account for each employee.
- C. Beginning January 1, 2020, and each year thereafter, the employer agrees to provide insurance plans, follow employee eligibility rules and provide funding for all the bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees' Benefits' Board (SEBB).
- D. Pooling: The intent of the parties is to provide maximum insurance contribution funded to the employee pool to be distributed among members of the bargaining unit. The District will contribute the maximum funded to an insurance pool to be distributed among employees on a fair share basis to those who do not generate sufficient monies to cover the full cost of medical coverage.
  - 1. Any unused fringe benefit monies will be accumulated in a pool which shall be used on a monthly basis to reduce or eliminate payroll deductions for bargaining unit members for approved plans or to purchase additional approved insurance benefits.
- E. Voluntary Programs: Individual employees may also use payroll deduction at their own expense for other approved programs. These will not be used in pooling calculations as applicable with new SEBB rules as to be determined.
- F. Any payroll deduction required above will be provided via salary reduction through an Internal Revenue Code Section 125 Plan to be established for insurance premiums administered and communicated to employees by the District at no cost to the employees as applicable with new SEBB rules as to be determined.
- G. The District shall allow for continuation of group insurance privileges under COBRA guidelines at the employee expense for those separated from the District as well as those on leaves of absence as applicable with new SEBB rules as to be determined.

H. VEBA III – See Appendix H. (As applicable with new SEBB rules as to be determined)

### **Section 16 - Drug-Free Schools, Community and Workplace**

The Board has an obligation to staff, students and citizens to take reasonable steps to assure safety in the workplace and to provide safety and high-quality performance for the students that the staff serves.

"Workplace" is defined to mean the site for the performance of work done in connection with a federal grant. That includes any school building or any school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district where work on a federal grant is performed.

For these purposes, the Board declares that the following behaviors will not be tolerated:

- A. Reporting to work under the influence of alcohol, illegal chemical substances or opiates.
- B. Using, possessing, transmitting alcohol, illegal chemical substances (including anabolic steroids) or non-prescription opiates in any amount or in any manner on District property at any time. Any staff member convicted of a felony attributable to the use, possession, or sale of illegal chemical substances or opiates will be subject to disciplinary action, including immediate termination.
- C. Using District property or the staff member's position within the District to make or traffic alcohol, illegal chemical substances or opiates.
- D. Using, possessing or transmitting illegal chemical substances and opiates in a manner which is detrimental to the interest of the District.

As a condition of employment, each employee shall notify his or her supervisor of a conviction under any criminal drug statute violation occurring in the workplace as defined above. Such notification shall be provided no later than five (5) days after such conviction. The District shall inform the federal government within ten (10) days of such conviction, regardless of the source of the information.

Each employee shall be notified of the District's policy and procedures regarding employee drug activity at work. Any staff member who violates any aspect of this policy may be subject to disciplinary action, which may include immediate discharge. As a condition of eligibility for reinstatement, an employee may be required to satisfactorily complete a drug rehabilitation or treatment program approved by the Board, at the employee's expense. Nothing in this policy shall be construed to guarantee reinstatement of any employee who violates this policy, nor does the school district incur any financial obligation for treatment or rehabilitation ordered as a condition of eligibility for reinstatement.

Other actions such as notification of law enforcement agencies may be taken in regard to a staff member violating this policy at the District's discretion as it deems appropriate.

Recognizing that this policy is subject to progressive discipline/just cause in Collective Bargaining Agreement.

### **Section 17 - Professional Growth Program**

#### **BOARD POLICY:**

The Board of Directors encourages certificated staff members to enhance their professional abilities.

#### **A. Professional Growth Program**

The Board of Directors shall assign the Superintendent with the task of establishing procedures for the implementation of a Professional Growth Program. Modification to the Professional Growth Program shall be approved by the Board of Directors. (Legal reference WAC 392-191 and WAC 392-192)

#### **B. Professional Growth Committee**

The School District shall establish a Professional Growth Committee pursuant to WAC 392-192-040. The committee shall consist of:

1. Three certificated teachers - one from K-8 level, one from 9-12 level, and one to be identified by the certificated teachers of the District.

2. One school board member
3. K-12 principal
4. Superintendent

#### PROCEDURES:

The Professional Growth Program is intended to enable supervisors and teachers to work collaboratively to focus their energies on the improvement of the teaching process through an articulated, mutually developed and cooperative process. The PGP is separate from the employee evaluation program. Participants shall be evaluated pursuant to WAC 392-191-001 through and including 045 and conditions of the Collective Bargaining Agreement.

## IDENTIFYING PROFESSIONAL GROWTH PROGRAM PARTICIPANTS:

- A. Eligible employees must have received all satisfactories on all criteria identified on the evaluation form during the last four (4) school years of certificated employment in the School District.
- B. The evaluator and employee must mutually elect said employees' participation in the Professional Growth Program by October 1, if the employee is to participate during that school year.
- C. The number of certificated employees entering the Professional Growth Program in any specific year shall not exceed one-third of the total certificated staff. Participation in the program is a cyclical process wherein a participant is limited to two consecutive years of PGP.
- D. Participants in the PGP must be willing to develop a Professional Growth Plan that is mutually acceptable to the employee and the evaluator. Participants must be committed to setting and accomplishing the goals identified within the plan.
- E. Modification to the Professional Growth Program Plan must be made by mutual consent of the participant and the participants evaluator.
- F. If after applying the before mentioned steps the need exists to further limit the Professional Growth Program participants to meet the participant criteria, there are several criteria that may be used:
  - 1. The relationship of goals to teacher effectiveness research; impact of goals beyond the immediate situation;
  - 2. Participants are a part of a unit or team effort;
  - 3. The relationship of goals to the professional activities previously initiated by the teacher;
  - 4. The relationship between proposed goals and the building goals and/or focus.
- G. The Professional Growth Program shall encourage professional growth through goal setting and shall involve the teacher and the administrator/supervisor in



cooperative discussions, planning and collegial interaction for the accomplishment of goals.

- H. The certificated employee shall use one or more of the following sources of information to develop individual professional goals and outline a plan for accomplishing each specific goal: peer review and evaluation, input by parents, input by students, personal and/or professional goals, school district goals, building goals, self-assessment, personal academic records, and school district evaluations.
- I. All materials, records and portfolios expressly developed as a result of the individual's participation in the Professional Growth Program shall be the property of the certified staff member participating in the program and shall not be retained in an employee's personnel file or used by the District in the formal evaluation program.
- J. Throughout the year the teacher and supervisor shall meet formally and informally to discuss collaboratively the progress of the goals and to refine and update the plan as warranted.
- K. By May 15 the final meeting shall be held to analyze data and review the success of the Professional Growth Program for the participant. At this meeting the Professional Growth Verification shall be completed collaboratively to be submitted to the District personnel file for the employee.
- L. Participation in the Professional Growth Program is considered on an annual basis with the possibility of renewal up to but not exceeding two consecutive years.
- M. Consideration of specialized in-service training, course work, classroom/program visitation, are subject to approval by the building administrator and/or District in-service committee.

Note: By October 15 the building principal must submit to the personnel office a listing of those certificated staff members who will participate in the professional growth program.

### **Section 18 – Advisor Evaluation**

Advisors shall be evaluated each school year by the principal. The evaluation will be done in writing with a copy given to the advisor. (2013

### **Section 19 – Compensation for Class Coverage**

A certificated teacher will be compensated for covering, during his/her duty-free planning time, another teacher's class during the student day. The assignment must be pre-approved by the principal or principal designee. Compensation will be one-seventh (1/7) of the substitute teacher rate of pay.

### **Section 20 – School Calendar**

Annually the OEA shall have the opportunity to provide input into the development of the school calendar. The calendar will be presented to the Board for approval by the April meeting of the Board.

### **Section 21 – Retirement Notification Incentive**

Employees who plan to retire at the end of the school year may earn 20 hours extra per diem if they notify the District of their intent to retire by February 1 of that year. An additional 10 hours of per diem (30 hours total) will be granted if notification of intent to retire is given by May 31 of the year preceding the retirement year. A proposal for use of this per diem will be agreed upon by the employee, his/her immediate supervisor, and the Superintendent. (2010)

## **ARTICLE IV - INSTRUCTION**

### **Section 1 - Preparation Period**

All full-time certificated employees directly involved in classroom instruction shall have the number of minutes equivalent to one average high school period for the use of preparation time, of no less than 225 minutes per week. This number of minutes shall be duty free. Employees may use as preparation time the period during which their classes are receiving instruction from various specialists. This time is guaranteed except when there is a disruption in the normal flow of school activities.

### **Section 2 - Classroom Visitations**

All visitors to a school or classroom in the Odessa School District shall obtain approval of the building principal and, if the visit is to a classroom, the arrangements shall be made in advance with the classroom teacher involved. The teacher shall be afforded the opportunity to confer with the visitor before and after the visit.

### **Section 3 - Class Size**

- A. If a classroom teacher has a concern that student learning is being impaired by the size and/or composition of the class, or the class size in grades K-3 exceeds 24, or in grades 4-12 exceeds 26, the concern may be brought to the attention of the principal by the teacher. The meeting shall occur within one (1) week of the receipt of the request. If an agreeable solution is not reached at the principal level, the teacher may request a meeting with the Superintendent. The meeting shall occur within one (1) week of the receipt of the request. The Superintendent shall respond to the teacher within five (5) days of the meeting. The Board of Directors shall serve as the final step in the appeal process.
- B. Profoundly handicapped pupils (K-5) shall count as two (2.0) pupils for the purposes of counting pupil workload/class size.
- C. K-12 students with an active IEP tied directly to subject matter being taught shall count as 1.5 students for purposes of counting student workload/class size.

## **ARTICLE V - GRIEVANCE PROCEDURE**

### **Section 1 - Purpose**

The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances of the Association and of individual certificated employees of the Odessa School District.

### **Section 2 - Definition**

- A. Grievant shall mean a certificated employee or a group of certificated employees.
- B. A grievance is a written statement by a grievant that a grievance exists over the interpretation or application of the expressed term or terms of the Agreement between the Association and the Board.
- C. Days shall mean teacher employment days. When a grievance has not been resolved by the end of the school year, the summer vacation week days are to be treated as working days for the purpose of completing the grievance procedure.
- D. Association level grievance--the grievance procedures herein stated may be invoked by the Association, with the Association as grievant, regarding alleged improprieties in the application or interpretation of this Agreement. Such grievance shall be initiated at Step 2.

### **Section 3 - Individual Rights**

Nothing contained herein shall be construed as limiting the right of any certificated employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association; however, a grievant may choose to have up to three (3) Association representatives present for any meeting, hearing, appeal or other proceeding relating to a grievance which has been formally presented. More representatives may be present if mutually agreed upon.

A grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by an Association representative selected by the Association.

All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance. All documents, communications, and records dealing with grievances and their adjustment shall be filed separately from the grievant's personnel file.

Individuals involved in grievance adjustment proceedings, whether or not as a grievant, a witness, a representative of the Association or otherwise shall not suffer any restraint, interference, discrimination, coercion or reprisal on account of their participation in the proceedings.

If attendance at any meetings, hearing, appeals or other proceedings relating to the grievance adjusting process, whether as a grievant, a witness, a representative of the Association or otherwise, requires a certificated employee's absence from his regular assignment he shall be released from such assignment without loss of pay or other penalty.

#### **Section 4 - Cooperation of Board and Administration**

The District and the Association will cooperate in the investigation of any grievance.

#### **Section 5 - Timely Processing**

Time limits outlined in the procedure are to be considered as maximum and every effort will be made to resolve the matter before the close of the school term or as soon as possible thereafter.

#### **Section 6 - Procedure**

The parties acknowledge that it is most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. However, if this is unsuccessful, the following steps shall be followed in the processing of a formal grievance:

**STEP ONE** -- Within ten (10) days following the time when the grievant has knowledge or reasonably could have had knowledge of the basis of a grievance, the grievant may present the grievance in writing to the immediately involved supervisor who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant and, if he so chooses, the Association representatives and the supervisor, shall be present for the meeting. The

supervisor shall provide the aggrieved party with a written answer to the grievance within two (2) days after the meeting. Such answer shall include the reasons upon which the decision was based.

STEP TWO -- If the grievant is not satisfied with the disposition of his grievance at Step One, or if no decision has been rendered within six (6) days after the Step One meeting, the grievant may, within five (5) days of the Step One decision being made known to him, or within eight (8) days of the Step One meeting if no decision was given, be referred to the Superintendent or his official designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association to take place within five (5) days of his receipt of the appeal. The parties involved shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Superintendent will have four (4) days to provide his written decision, together with the reasons for the decision, to the Association.

STEP THREE -- Grievances not settled in Step Two of the grievance procedure may be appealed to the School Board at its next regular meeting upon receipt of the individual request, at least seven (7) school days prior to such meeting. This request shall be directed to the Superintendent. A grievance may be withdrawn by the aggrieved at any time without establishing precedent.

STEP FOUR --

- A. A grievance may be referred to mediation if the Association is not satisfied with the disposition of the grievance at Step Three if no written decision has been received from the District within the time limits prescribed in Step Three.
- B. The Association must notify the District in writing within five (5) working days of the conclusion of Step Three of the Association's desire to refer the grievance to mediation. The District shall respond to the Association whether or not the District agrees to the mediation of the grievance no later than two (2) working days prior to the Association's contractual deadline for the submission of a grievance to arbitration or within five (5) working days of receipt of the written notification, whichever is sooner.
- C. The District and the Association must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, then the timelines and procedures contained within the grievance procedure of the Collective Bargaining Agreement which provide for the submission of a grievance to binding arbitration shall be held in abeyance until such time as

written notification of appeal is provided by the Association to the District in accordance with Section 6. The date on which written notification of appeal is filed by the Association with the District shall serve as the date from which the timelines and procedures which provide for the submission of a grievance to binding arbitration shall be enforced.

- D. Within five (5) working days following the agreement of the District and the Association to mediate the grievance, the Association shall so notify a mediator. The mediator shall schedule a mediation conference at the earliest possible date. Mediation conferences will take place at a mutually convenient location.
- E. The grievant shall have the right to be present at the mediation conference.
- F. There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.
- G. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.
- H. The presentation of facts and considerations shall not be limited to those presented at Step Two or Three of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her.
- I. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.
- J. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

- K. If no settlement is reached at mediation, the grievance may be appealed to arbitration. If the Association desires to appeal the grievance to arbitration, written notice of such appeal must be made within ten (10) working days following the termination of the mediation conference.
- L. The mediator shall conduct no more than three (3) mediations per day.
- M. Starting time for the mediation shall be agreed to by the District and the Association.
- N. The parties have agreed upon the attached Rules for Mediation.
- O. The fees and expenses of the mediator and the administrative office shall be shared equally by the parties.

#### RULES FOR GRIEVANCE MEDIATION (MREP)

- A. Notification of the intent to mediate a grievance should be made to the mediator.
- B. The mediator will schedule a mediation conference as soon as possible upon receipt of notification of a grievance or grievances to be mediated.

STEP FIVE -- If a satisfactory solution is not reached within ten (10) days after the individual or the Association has met with the Board, he may within fifteen (15) days after initiation of Step Two request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration.

Within ten (10) days after such written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association. The parties will be bound by the voluntary rules of the American Arbitration Association.

Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Step Two meetings.

The arbitrator selected will confer with the representatives of the Board and the Association and hold hearings promptly and will issue his decision not later than



twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon both parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and his travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association.

### **Section 7 - Association Representatives**

If the employee desires, he may be accompanied by a member of the Association at Steps Two and Three of the grievance proceedings in order to assure that the procedure is followed and his rights are protected.

### **Section 8 - Legal Counsel**

Nothing in this policy is intended to deny the right of either party to have legal counsel present during all grievance procedures as provided by the laws of Washington.

### **Section 9 - Personnel Files**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

### **Section 10 - Grievance Forms**

Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared by the Superintendent so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.

### **Section 11 - Modifications of Applicability of Grievance Procedure**

The grievance procedure shall not apply to nonrenewal of provisional employees. Matters relating to the evaluation and placement of non-provisional employees on

probation shall be subject to the grievance procedure only in respect to alleged procedural discrepancies. All other disputes relating to evaluation, placement of employees on probation, nonrenewal and any other adverse changes in contract shall be governed by the rights, procedures and remedies afforded by RCW 28A.58.450-515.

Arbitrators shall be without power or authority to rule in nonrenewal of a supplemental contract nonrenewal, discharge, adverse effect, reduction in force (RIF), or nonrenewal of a provisional employee.

## **ARTICLE VI - SALARY PROVISIONS**

### **Section 1 - Placement**

Each individual teacher will be placed on the applicable salary schedule for intervals indicated on each schedule (Appendix A). The placement of each employee will be dependent upon that individual employee's education and experience as recognized utilizing the following criteria:

- A. Education credits for advancement on the salary schedule will be reported to the office of the Superintendent no later than October 1 in any year in which advancement is requested. If transcripts are unavailable by October 1 class grade slips shall be accepted with transcripts due by December 31.
- B. Credits which are recognized for funding purposes by the Legislative Evaluation and Accountability Program (LEAP), as interpreted and regulated by the Office of Superintendent of Public Instruction can be used for the purpose of placement and advancement on the salary schedule.
- C. Teachers applying for advancement due to additional credits will furnish an official transcript of all credits in accordance with B above. Certification will come from the college/university issuing said credits.

### **Section 2 - Co-curricular Pay**

For each year of this Agreement, certificated employees with supplemental contracts covering any Co-curricular activity listed in Appendix B will be paid according to the index and provisions in Appendix B.

### **Section 3 – Extended Year Contracts**

Extended year contracts will be reviewed, evaluated and offered on an annual basis at the discretion of the Board of Directors. All extended contracts will be listed in Appendix B. The Board retains the right to add contracts as deemed necessary or desirable. Said contracts shall be advertised and filled in the same manner established for filling extended contracts. After the first year, these contracts will automatically be added to the list of extended contracts and will be offered subject to Board review annually.

### **Section 4 – National Board Certification Pay**

Teachers holding National Board for Professional Teaching Standards Certification shall be paid as allotted by the state at the flow through level.

## ARTICLE VII - DURATION AND WAIVER

This Agreement shall be effective beginning September 1, 2019 and shall be binding upon the District, the Association and its members, and shall remain in full force and effect through August 31, 2022.

The parties mutually agree that the terms and conditions set forth in the Agreement represent the full and complete understanding and commitment between the parties, which may be modified only through the voluntary and mutual consent of the parties in written amendment. Request for such amendments by either party must be in writing and include a summary of the proposed amendments.

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's discretion and control.

This Agreement shall be reopened on or before the first working day of May each year to negotiate:

- Up to one (1) *non-monetary* item per side,
- New state legislation subject to bargaining,
- All allotted state moneys at the flow-through level (*including state salary schedule adjustments*), and
- Adjustments to the calendar.

For the duration of the contract, (through August 31, 2022), Article III, Sections 4 and 5 (regarding certificated staff evaluation), as well as applicable appendices, will remain open.

The above categories are guidelines, but if mutually agreed upon, additional items may be added to negotiations.

This Agreement is signed on the 13 day of Sept, 2019.

IN WITNESS THEREOF

Odessa Education Association

Odessa School District

#105-157-166J

By: 

Travis Schuh, President

By: 

Dan Read, Superintendent

### **Memorandum of Understanding – 2012 Washington Laws Ch. 3 (ESSB 5940)**

This Memorandum of Understanding sets forth the following agreement between the Odessa Education Association and the Odessa School District #105-157-166J.

The District and the Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940).

1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of the MOU conflicts with the current CBA, the provisions of the MOU shall prevail. Any dispute regarding the interpretation of proper implementation of the Memorandum shall be subject to the grievance procedures of the current CBA.
2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans to be offered shall include:
  - (a) at least one qualified high-deductible health plan (HDHP) and health savings account (HAS);
  - (b) at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employ-only coverage that includes dependents, does not exceed the premium cost paid by the state employees during the 2018 state employees benefit year; and
  - (c) health plans that promote innovations and cost saving and significantly reduce administrative costs.

The quotes procured by the broker shall be reviewed by both the Union and the District and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the 2018-2019 school year.

3. To ensure employees selecting richer benefit plans pay the higher premium and make progress toward the 3:1 ration goal for full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be five percent (5%) of their medical plan premium(s), but not dental, vision, and

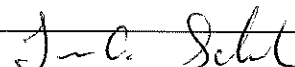
LTD. Such minimum monthly charge shall be paid regardless of the impact of pooling. For eligible employees selecting the HDHP with a Health Savings Account


(HSA), up to \$50.00 per month prorated on an insurance FTE basis may be allocated to the employee's HSA only if total cost for all benefits for the employee is less than \$768 per month prorated on an insurance FTE basis. Employees may increase the HAS out of wages up to the IRS maximum. No insurance pool funds may be used to fund the HSA.

4. The parties shall abide by state laws relating to school district employee benefits, and this MOU shall be construed consistent with such laws.
5. This MOU shall be effective for the 2018-2019 school year. The parties shall meet prior to May 1, 2019, to discuss whether to renew or amend this MOU for another year.

Odessa Education Association

Odessa School District  
#105-157-166J

By:   
Travis Schuh, President

By:   
Dan Read, Superintendent

## APPENDIX A –SALARY SCHEDULES

CERTIFICATED INSTRUCTIONAL STAFF 2019 - 2020 SALARY SCHEDULE									
YRS OF SERVICE	BA + 0	BA+15	BA+30	BA+45	BA+60	BA+135	MA + 0	MA+45	MA+90
0	44,502	45,704	46,949	48,197	52,202	54,782	53,354	57,359	59,941
	1.00000	1.02701	1.05499	1.08304	1.17303	1.23099	1.19891	1.28891	1.34693
1	45,101	46,319	47,581	48,884	52,930	55,496	53,947	57,994	60,558
	1.01346	1.04084	1.06918	1.09846	1.18939	1.24704	1.21224	1.30317	1.36079
2	45,672	46,902	48,177	49,580	53,615	56,207	54,544	58,579	61,172
	1.02628	1.05393	1.08257	1.11411	1.20478	1.26303	1.22666	1.31632	1.37458
3	46,260	47,502	48,790	50,238	54,266	56,920	55,110	59,135	61,791
	1.03950	1.06741	1.09636	1.12890	1.21940	1.27905	1.23838	1.32881	1.38860
4	46,837	48,133	49,429	50,928	54,979	57,653	55,704	59,765	62,430
	1.05246	1.08160	1.11072	1.14439	1.23542	1.29551	1.25171	1.34274	1.40286
5	48,952	49,498	50,044	51,626	55,662	58,389	56,307	60,344	63,072
	1.10000	1.11227	1.12454	1.16008	1.25077	1.31206	1.26526	1.35599	1.41728
6	49,567	50,120	50,673	52,333	56,350	59,092	56,925	60,942	63,682
	1.11381	1.12624	1.13866	1.17597	1.26623	1.32785	1.27915	1.36942	1.43100
7	50,656	51,220	51,786	53,536	57,613	60,431	58,083	62,157	64,976
	1.13828	1.15097	1.16367	1.20301	1.29461	1.35793	1.30517	1.39673	1.46008
8	52,297	52,880	53,464	55,360	59,491	62,412	59,904	64,037	66,957
	1.17510	1.18827	1.20138	1.24398	1.33681	1.40246	1.34610	1.43896	1.50458
9		54,636	55,238	57,202	61,430	64,450	61,745	65,976	68,996
		1.22771	1.24125	1.28538	1.38038	1.44828	1.38747	1.48263	1.55041
10			57,033	59,139	63,423	66,545	63,684	67,969	71,089
			1.28168	1.32891	1.42517	1.49532	1.43104	1.52733	1.59744
11				61,133	65,610	68,694	65,678	70,056	73,239
				1.37371	1.47207	1.54362	1.47584	1.57423	1.64574
12				63,063	67,653	70,932	67,750	72,198	75,479
				1.41708	1.52023	1.59391	1.52240	1.62236	1.69607
13					69,849	73,225	69,895	74,394	77,770
					1.56956	1.64544	1.57060	1.67169	1.74756
14					72,055	75,604	72,103	76,744	80,150
					1.61913	1.69890	1.62022	1.72451	1.80105
15					73,929	77,571	73,977	78,739	82,234
					1.66126	1.74310	1.66233	1.76934	1.84788
16 or more					75,407	79,122	75,456	80,314	83,878
					1.69447	1.77794	1.69557	1.80472	1.88482

CERTIFICATED INSTRUCTIONAL STAFF									
2020 - 2021 SALARY SCHEDULE									
YRS OF SERVICE	BA + 0	BA+15	BA+30	BA+45	BA+90	BA+135	MA + 0	MA+45	MA+90
0	45,837	47,075	48,358	49,643	53,768	56,425	54,854	59,080	61,739
	1.00000	1.02701	1.05499	1.08304	1.17303	1.23099	1.19891	1.28891	1.34693
1	46,454	47,709	49,008	50,350	54,518	57,161	55,565	59,733	62,375
	1.01346	1.04084	1.06918	1.09846	1.18939	1.24704	1.21224	1.30317	1.36079
2	47,042	48,309	49,622	51,067	55,224	57,894	56,181	60,336	63,007
	1.02628	1.05393	1.08267	1.11411	1.20478	1.26303	1.22566	1.31632	1.37458
3	47,648	48,927	50,254	51,745	55,894	58,628	56,764	60,909	63,645
	1.03950	1.06741	1.09636	1.12890	1.21940	1.27805	1.23838	1.32881	1.38850
4	48,242	49,577	50,912	52,465	56,628	59,382	57,375	61,547	64,303
	1.05246	1.08160	1.11072	1.14439	1.23542	1.29551	1.25171	1.34274	1.40286
5	50,421	50,983	51,546	53,175	57,332	60,141	57,996	62,155	64,964
	1.10000	1.11227	1.12454	1.16008	1.25077	1.31206	1.26526	1.35599	1.41728
6	51,054	51,623	52,193	53,903	58,040	60,865	58,632	62,770	65,593
	1.11381	1.12624	1.13866	1.17597	1.26623	1.32785	1.27915	1.36942	1.43100
7	52,175	52,757	53,339	55,142	59,341	62,243	59,825	64,022	66,926
	1.13828	1.15097	1.16367	1.20301	1.29461	1.35793	1.30617	1.39673	1.46008
8	53,866	54,467	55,068	57,020	61,275	64,285	61,701	65,958	68,965
	1.17516	1.18827	1.20138	1.24398	1.33681	1.40246	1.34610	1.43896	1.50458
9		56,275	56,895	58,918	63,272	66,384	63,597	67,955	71,066
		1.22771	1.24125	1.28538	1.38038	1.44826	1.38747	1.48253	1.55041
10			58,744	60,913	65,326	68,541	65,595	70,008	73,222
			1.28158	1.32891	1.42517	1.49532	1.43104	1.52733	1.59744
11				62,967	67,475	70,755	67,648	72,158	75,436
				1.37371	1.47207	1.54362	1.47584	1.57423	1.64574
12				64,955	69,683	73,060	69,782	74,364	77,743
				1.41708	1.52023	1.59391	1.52240	1.62236	1.69607
13					71,944	75,422	71,992	76,626	80,103
					1.56956	1.64544	1.57060	1.67169	1.74758
14					74,216	77,872	74,266	79,046	82,555
					1.61913	1.69890	1.62022	1.72451	1.80105
15					76,147	79,898	76,196	81,101	84,701
					1.66126	1.74310	1.66233	1.76934	1.84788
16 or more					77,669	81,495	77,720	82,723	86,394
					1.69447	1.77794	1.69557	1.80472	1.88482

CERTIFICATED INSTRUCTIONAL STAFF									
2021 - 2022 SALARY SCHEDULE									
YRS OF SERVICE	BA + 0	BA+15	BA+30	BA+45	BA+90	BA+135	MA + 0	MA+45	MA+90
0	47,212	48,487	49,808	51,132	55,381	58,117	56,603	60,852	63,591
	1.00000	1.02701	1.05499	1.08304	1.17303	1.23099	1.19881	1.28891	1.34693
1	47,847	49,140	50,478	51,860	56,153	58,875	57,232	61,525	64,246
	1.01346	1.04084	1.06918	1.09846	1.18939	1.24704	1.21224	1.30317	1.36079
2	48,453	49,758	51,110	52,599	56,880	59,630	57,866	62,146	64,897
	1.02628	1.05393	1.08267	1.11411	1.20478	1.26303	1.22566	1.31632	1.37458
3	48,077	50,395	51,761	53,298	57,570	60,387	58,466	62,736	65,554
	1.03950	1.06741	1.09636	1.12890	1.21940	1.27805	1.23838	1.32881	1.38850
4	49,689	51,064	52,439	54,029	58,327	61,164	59,096	63,393	66,232
	1.05246	1.08160	1.11072	1.14439	1.23542	1.29551	1.25171	1.34274	1.40286
5	51,933	52,512	53,092	54,770	59,051	61,945	59,735	64,019	66,913
	1.10000	1.11227	1.12454	1.16008	1.25077	1.31206	1.26526	1.35599	1.41728
6	52,585	53,172	53,768	55,520	59,781	62,690	60,391	64,653	67,560
	1.11381	1.12624	1.13866	1.17597	1.26623	1.32785	1.27915	1.36942	1.43100
7	53,740	54,340	54,939	56,787	61,121	64,111	61,620	65,942	68,933
	1.13828	1.15097	1.16367	1.20301	1.29461	1.35793	1.30517	1.39673	1.46008
8	55,482	56,101	56,720	58,731	63,113	66,213	63,552	67,936	71,034
	1.17516	1.18827	1.20138	1.24398	1.33681	1.40246	1.34610	1.43896	1.50458
9		57,963	58,602	60,685	65,171	68,375	65,505	69,993	73,198
		1.22771	1.24125	1.28538	1.38038	1.44826	1.38747	1.48253	1.55041
10			60,506	62,740	67,285	70,597	67,562	72,108	75,418
			1.28158	1.32891	1.42517	1.49532	1.43104	1.52733	1.59744
11				64,856	69,499	72,877	69,677	74,323	77,699
				1.37371	1.47207	1.54362	1.47584	1.57423	1.64574
12				66,903	71,773	75,252	71,876	76,595	80,075
				1.41708	1.52023	1.59391	1.52240	1.62236	1.69607
13					74,102	77,685	74,151	78,924	82,506
					1.56956	1.64544	1.57060	1.67169	1.74758
14					76,442	80,208	76,494	81,418	85,031
					1.61913	1.69890	1.62022	1.72451	1.80105
15					78,431	82,295	78,482	83,534	87,242
					1.66126	1.74310	1.66233	1.76934	1.84788
16 or more					79,999	83,940	80,051	85,204	88,986
					1.69447	1.77794	1.69557	1.80472	1.88482



## **APPENDIX B – 2019-2020 CURRICULAR SCHEDULE**

ACTIVITY ADVISOR	DOLLAR AMOUNT	FACTOR OF BASE
ANNUAL		.0275
MUSIC		.1100
FBLA		.1100
FFA		.1100
NATIONAL HONOR SOCIETY		.0163

### **EXTENDED CONTRACTS**

SPECIAL EDUCATION COORDINATOR	5 DAYS PER DIEM
COUNSELOR	3 DAYS PER DIEM
CTE INSTRUCTORS	15 DAYS PER DIEM

## APPENDIX C – 2019-2020 SCHOOL CALENDAR

### 2019-2020 Calendar

#### AUGUST/SEPTEMBER

M	T	W	T	F
26	27	28	29	30
2	3		5	6
9	10		12	13
16	17		19	20
23	24		26	27
30				

#### FEBRUARY

M	T	W	T	F
3	4		6	7
10	11		13	14
17	18		20	21
24	25		27	28

Aug. 26 - 27	Start Inservice Days
Aug. 28	School Begins (1st-12th Grades)
Sept. 2	Labor Day - No School
Sept. 20	Deutschertel - No School
Nov. 1	End of 1st Quarter (Grades 5-12)
Nov. 11	Veterans Day - No School
Nov. 22	End of 1st Trimester (Grades K-4)
Nov. 27	Early Release - 12:15
Nov. 28 - 29	Thanksgiving Break
Dec. 20	Early Release - 12:15
Dec. 23 - Jan. 3	Winter Break
Jan. 20	Martin Luther King Day
Jan. 24	End of 1st Semester (Grades 5-12)
Feb. 17	Praxionia Day
Mar. 4 - 6	Snow make-up days (if needed)
Mar. 10	End of 2nd Trimester (Grades K-4)
Apr. 1 - 3	Continuation (K-4, 12:15)
Apr. 3	End of 2nd Quarter (Grades 5-12)
Apr. 6 - 10	Spring Break
May 25	Memorial Day
June 6	High School Graduation
June 10	*School Ends - 10:30 a.m.

#### OCTOBER

M	T	W	T	F
	1		3	4
7	8		10	11
14	15		17	18
21	22		24	25
28	29		31	

#### MARCH

M	T	W	T	F
2	3	4	5	6
9	10		12	13
16	17		19	20
23	24		26	27
30	31			

#### NOVEMBER

M	T	W	T	F
				1
4	5	6	7	8
11	12		14	15
18	19		21	22
25	26	27	28	29

#### APRIL

M	T	W	T	F
6	7	8	9	10
13	14		16	17
20	21		23	24
27	28		30	

#### DECEMBER

M	T	W	T	F
2	3		5	6
9	10		12	13
16	17		19	20
23	24	25	26	27
30	31			

#### MAY

M	T	W	T	F
				1
4	5		7	8
11	12		14	15
18	19		21	22
25	26		28	29

#### JANUARY

M	T	W	T	F
		1	2	3
6	7		9	10
13	14		16	17
20	21		23	24
27	28		30	31

#### JUNE

M	T	W	T	F
1	2		4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

Midterm 1 - 9/30  
Midterm 2 - 12/6  
Midterm 3 - 2/26  
Midterm 4 - 5/12



**APPENDIX D - GRIEVANCE REPORT FORM**

Grievance No. \_\_\_\_\_

Name of Employee \_\_\_\_\_

Building \_\_\_\_\_ Department \_\_\_\_\_

Contract Provision(s) Alleged to be Violated \_\_\_\_\_

\_\_\_\_\_  
State in detail the facts of the alleged violation including the times and places and description of the particular incident(s) and the names of person(s) involved:

Request for settlement or corrective action desired:

Has this grievance been discussed with your immediate supervisor?

\_\_\_\_\_

Name of your immediate supervisor \_\_\_\_\_

Employee's Signature

Copy Received

\_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **APPENDIX E - PERFORMANCE EVALUATION REPORT FOR CERTIFICATED EMPLOYEES**

**Odessa School District  
Odessa, Washington**

### **Evaluation of Teachers**

#### **Section 1 - Evaluation System Preamble**

An evaluation system for teachers has the following elements, goals, and objectives:

1. The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction.
2. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.
3. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge as related to state law.
4. An evaluation system should be grounded in trust and respect by all parties through the use of objective standards and by minimizing subjectivity.

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

Additionally, the parties agree that the evaluation process is one which will be implemented in cooperation between the evaluator and the bargaining unit member, as described in WAC 392-191-025:

"To identify, in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance."  
WAC 392.191.025

#### **Section 2 – Definitions**

**Artifacts** shall mean any products generated, developed or used by a certificated teacher, or used during the evaluation process. Artifacts do not have to be created specifically for the evaluation system. Additionally, tools or forms, such as observation notes, used in the evaluation process may be considered as artifacts.

**Component** shall mean the sub-section of each criterion.

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

**Evaluator** shall mean a certificated administrator who has been trained in observation and evaluation techniques, and in the use of the specific instructional framework and rubrics contained in this agreement.

**Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric.

**Impacts on Learning** are defined as student work samples and learning goals; State, district, school, and classroom assessment of students; student portfolios; both formative and summative student growth data; student projects; data walls, etc.

**Not Satisfactory** shall mean:

Level 1: Unsatisfactory – Receiving a summative score of one (1) is not judged satisfactory.

Level 2: Basic – If the classroom teacher is a continuing contract employee under RCW 28A405.210 with more than five years of teaching experience and if the level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year period.

**School Day** shall mean any day in which the majority of students are engaged in academically-focused learning activities.

**Student Growth Data** As used in this subsection, "student growth" means the change in student achievement of the students who have been with the teacher between these two points in time.

**Teacher** shall mean any certificated staff member who provides academically-focused instruction and grades for students, and whose duties are consistent with the state criteria for teachers and the district's framework and rubrics.

### **Section 3 – State Criteria & Framework**

- I. The following criteria will be used to evaluate certificated classroom teachers:
  - A. Centering instruction on high expectations for student achievement;
  - B. Demonstrating effective teaching practices;
  - C. Recognizing individual student learning needs and developing strategies to address those needs;
  - D. Providing clear and intentional focus on subject matter, content, and curriculum;
  - E. Fostering and managing a safe, positive learning environment;
  - F. Using multiple student data elements to modify instruction and improve student learning;
  - G. Communicating and collaborating with parents and school community;
  - H. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.
- II. The parties have agreed to the adopted evidence-based instructional framework developed by University of Washington (CEL 5D) and approved by OSPI.
- III. Upon mutual agreement the parties may select a different instructional framework approved by OSPI.

### **Section 4 - Transition Plan**

This evaluation system only applies to classroom teachers, who provide academically focused instruction for students, and whose duties are consistent with the state criteria for teachers and the district's framework and rubrics.

The term "classroom teacher" does not include ESA's, counselors, librarians, media specialists, TOSA's, instructional coaches, curriculum specialists, or other bargaining unit members who do not provide academically focused instruction for those students and whose duties are not consistent with the state criteria for teachers and the district's framework and rubrics.

**Notification** - Every teacher shall be notified by October 1 of the school year of his or her evaluator and whether he or she will be evaluated using a Comprehensive or Focused evaluation.

## **Section 5 - General Evaluation Agreements**

### **I. Out of Content/Endorsed Areas**

- A. Teachers evaluated while teaching outside of their content areas or endorsed areas shall have minimal emphasis placed on their understanding of subject matter, content, and curriculum during their first year of such placement. However, consideration may be given to teachers' progress towards endorsement.
- B. As per WAC 181-82-110 (1) (b), no teacher shall be "subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments".

### **II. Electronic Devices**

- A. Electronic devices shall not be used to listen to or record the proceedings of any class without prior knowledge and consent of the teacher.

### **III. Evidence Collection**

- A. Both the teacher and the evaluator will contribute to evidence collection necessary to complete this evaluation.
- B. The teacher may provide additional evidence and artifacts to aid in the assessment of the teachers' professional performance against the instructional rubric, especially for those criteria not observed in the classroom.
- C. Evidence collection is a sampling of data to inform decisions about level of performance, should be gathered from the normal course of employment, and is not intended to mirror a Pro-Teach or National Boards portfolio.

### **IV. Use of Student Input**

- A. Student input may be used, but should be one of multiple measures used in the evaluation process.

### **V. Confidentiality**

- A. An evaluation system shall include steps taken by the District to insure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

### **VI. Student Growth Data**

- A. Shall be recommended by the teacher, discussed during the goal setting conference, and finalized by the evaluating administrator and shall mean the change in student achievement between two points in time within the current school year.
- B. Student growth data to be used must be based on students enrolled for the duration of the same two points in time.
- C. Employees shall have access to student growth data available.

- D. Student growth data that is relevant to the teacher and subject matter must be a factor in the evaluation process and must be based on multiple measures that can include classroom-based, school-based, district-based, and state-based assessments.
- E. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate.
- F. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative, benchmark and summative measures.
- G. Student growth data shall be derived from multiple sources and must be appropriate and relevant to the teacher and subject matter. It may include teacher initiated, formal and informal assessments of student progress.

## VII. Multiple Measures

- A. Multiple measures of student growth must be used in the evaluation process and such measures may include classroom-based, school-based, district-based, and state-based assessments.
- B. Multiple measures may also be used to assess a teacher's professional performance against the instructional frameworks. Artifacts may include, but are not limited to the following:
  - 1. Lesson plans, IEPs, portfolios, newsletters, videos of practice, learning objectives, learning targets, emails, perception surveys, exit tasks, phone logs, PLC notes, data analysis, discipline referrals, posted routines, posted rules and goals, case studies of student progress, analysis of student work over time, classroom observation of evidence of student learning, curriculum development, leading professional activities, participating in professional development, setting professional goals, participating in PLCs, use of exemplars, family engagement, parent communications, peer assistance and review, mentoring and support to others, coaching, leadership roles, etc..
  - 2. Communications with parents may include, but are not limited to, phone calls, emails, grade reports, progress reports, conferences, etc.
  - 3. Teachers shall only be required to provide artifacts that are valuable to the professional growth of the individual and the evaluation process.

## VIII. Total Observation Time for Each Staff

- A. The total observation time for each teacher for each school year shall not be less than sixty (60) minutes.
  - 1. At least one (1) observation shall be for a minimum of thirty (30) minutes.
  - 2. Whenever the teacher makes a request to be observed for the entire period the administrator will make a reasonable effort to abide by that request.

## IX. Prior to being evaluated under the new evaluation system, the District shall provide professional development relevant to the framework and evaluation process. Such professional development shall be provided as follows:

- A. Each employee by October 1 of the current school year shall be provided a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to the teacher.

1. All classroom teachers, both provisional and continuing, shall be expected to participate in District–provided evaluation training that occurs during the contracted work day or at other dates and times.
2. Such training shall be designed to provide the staff with the skills necessary to participate in the new evaluation system.
- 3.

#### **Section 6 - Provisional Teachers**

- I. "Provisional Teachers" are those who are within their first three years of employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.
  - A. All Provisional Teachers are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.
  - B. All Provisional Teachers in the third year of provisional status shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than (90) ninety minutes.
  - C. All Provisional Teachers who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) by the end of their second year of employment in the District may be removed from provisional status by the Superintendent.
  - D. The evaluator shall make at least one (1) observation for a total observation time of thirty (30) minutes within the first ninety (90) calendar days of employment of all Provisional Teachers.

#### **Section 7: Comprehensive Evaluations**

- I. Comprehensive Evaluations - All classroom teachers shall receive a comprehensive summative evaluation at least once every four years. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating.
  - A. The following classroom teachers shall receive an annual comprehensive summative evaluation: Provisional teachers, teachers on probation, and any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.

#### **Section 8: Focused Evaluations**

- I. In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (level 3) or above in the previous school year are required to complete a focused evaluation, unless at the direction of the evaluator a comprehensive summative evaluation is required.
- II. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activity specifically linked to the selected criteria.



- A. Teachers on focused evaluations shall have the option of recommending which one of the eight criteria will be assessed, plus the professional growth activities linked to that criterion.
  1. The selected criterion, however, must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention.
  2. The role of the evaluator shall be to either approve the proposed activities or suggest modifications to produce a jointly agreed upon activity or activities.
    - a) If no agreement can be reached the administrator has the final say.
  3. A group of teachers may focus on the same evaluation criterion and share professional growth activities.
- B. If the employee chooses criterion 1, 2, 4, 5, or 7, s/he must also complete the student growth components in either criterion 3 or criterion 6.
- C. Teachers may request to be evaluated as a member of a team or as an individual.
- D. The evaluator must assign a summative evaluation performance rating for the focused evaluation using the methodology adopted by the Office of the Superintendent of Public Instruction for the instructional framework being used.
- E. A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator.
  1. However, prior to such a transfer, the parties shall meet to discuss the rationale for such a transfer.

#### **Section 9: Support for Basic and Unsatisfactory**

- I. All employees receiving an annual, final summative performance rating below level 3, Proficient, shall be given additional support by the District.
  - A. paid in-service training
  - B. release time to observe colleagues
  - C. outside evaluator
  - D. assignment of a mentor collaboration with the teacher
  - E. additional, focused professional development
- II. The district will pay for any required in-service training.
- III. At the request of the probationary employee, release time may be granted in order to comply with requirements of the plan of improvement that are beyond the normal requirements of the job.

#### **Section 10: Scoring**

- I. Each rating will be assigned the following numeric values:
  1. Unsatisfactory = 1;
  2. Basic = 2;
  3. Proficient = 3;
  4. Distinguished = 4

## II. Summative Performance Rating

- A. All classroom teachers shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score shall be determined by totaling the eight (8) criterion-level scores as follows:
  1. 8-14 points—Unsatisfactory
  2. 15-21 points—Basic
  3. 22-28 points—Proficient
  4. 29-32 points—Distinguished

## III. Student Growth Criterion Score

- A. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1.
- B. The evaluator shall add up the raw scores on these components and the employee shall be given a score of low, average or high based on the following scoring bands:
  1. 5-12—Low
  2. 13-17—Average
  3. 18-20—High

## IV. Summative Performance Rating

- A. If a teacher receives an overall summative score of 4 (Distinguished) and a Low student growth score as shown above, s/he must automatically be moved to the Proficient (3) level for the summative score.
- B. If a teacher receives a Low student growth score on the summative evaluation, the teacher will select one of the following activities in which to engage:
  1. Triangulate student growth measure with other evidence (including observations, artifacts, and student-related evidence) and additional levels of student growth based on classroom, school, district and state-based tools;
  2. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
  3. Schedule monthly conferences with the evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
  4. Create and implement a professional development plan to address student growth areas.

## **Section 11: Procedures for Evaluation**

- I. All classroom teachers shall be evaluated each school year by their principal, assistant principal, or designee administrator.
  - A. In the event that circumstances prevent the principal from performing an observation or an evaluation, his or her designee may do so with approval of the Superintendent. The principal or designee is referred to herein as the "evaluator."

- B. In most instances, if an employee is assigned to two or more schools, the evaluator of the school to which the employee is assigned the greater part of the time shall be responsible for the employee's overall evaluation.
- II. By October 1 of the beginning of the school year, or within fifteen (15) school days in the case of a late-filled teaching position, an administrator shall hold a general certificated staff meeting, or individual conferences, to review evaluative criteria and procedures including:
  - A. Each staff member's position or assignment;
  - B. The process the administrator shall follow in evaluating the classroom teacher.

#### **Section 12: Informal Observations**

- I. Informal observations of less than thirty (30) minutes in duration, or a series of observations may be utilized by the evaluator at his/her discretion.
  - A. Provided the observation(s) is of sufficient length to allow the evaluator to adequately assess the situation, instructional knowledge and skills, and the evaluation criteria being observed.
  - B. If there is an area of concern noted from informal walkthroughs, written documentation of the observation must be provided to the teacher for that evidence to be used in the evaluation process.
- II. Informal observations do not have to take place in a classroom. Other places (i.e. staff meetings, department meetings, PLCs, etc.) may serve as observation sites.
  - A. Information or data gathered during informal/drop-in/walkthrough visits to a teacher's classroom by his or her evaluator may be used as part of the evaluation.
  - B. Any time after an informal observation has been conducted a teacher may request a post-observation conference to discuss that observation.

#### **Section 13: Formal Observations**

- I. All teachers shall be observed at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall not be less than 60 minutes. Prior to one formal observation, the teacher and the evaluator shall mutually agree to the date, time, and location for said observation.
  - A. Formal observations will take place when the teacher is providing instruction to students.
  - B. Except in cases of emergencies or unforeseeable circumstances, formal observations shall not be scheduled less than six (6) weeks apart if the administrator plans on conducting only two formal observations with a staff member, except at the concurrence of the teacher, in order to allow for conferencing and growth.
  - C. All aspects of the observation may be discussed in a post-observation conference.
  - D. Teachers shall have the opportunity to provide unobserved evidence and/or artifacts of having met certain criteria and goals.

#### **Section 14: Evaluation Steps**

- I. Classroom teachers shall be observed for the purposes of evaluation using the observation and evaluation steps listed below.
  - 1. Self-Assessment:
    - a. Each teacher shall reflect on his/her practice and complete the self-assessment via electronic eVal or hard copy.

- b. This is a personal reflection of practice and the teacher has the option of sharing or not sharing the results with their administrator.
- 2. Goal Setting Conference:
  - a. The teacher may request a student growth goal for Components SG 3.1, SG 6.1, and SG 8.1. (The goal for SG 6.1 and SG 8.1 may be the same goal.)
  - b. The Goal Setting Conference document (Form B) shall be completed by the teacher three days prior to the goal setting conference and sent to the evaluator prior to the goal setting conference.
  - c. The evaluator shall review the Goal Setting Conference document (Form B) in advance of the conference.
  - d. Formal Observation: For formal observations, the teacher shall complete the Pre-observation Lesson Plan document (Form C) and send it to the evaluator at least three days prior to the scheduled pre-observation conference.
  - e. The evaluator shall read the lesson plan in advance of the scheduled pre-observation conference.
  - f. The teacher and evaluator shall meet and discuss the lesson plan and identify any specific areas of focus, establish a date for a formal observation, and discuss professional activities to be observed, which may include: objectives/purpose, lesson planning, instructional strategies, assessment for student learning, classroom environment and culture, student engagement, curriculum and pedagogy, and possible evidence to meet the scoring criteria. (The goals may be referenced, if applicable).
- 3. Formal Observation:
  - a. The evaluator shall conduct a formal observation within three (3) working days of the pre-observation conference.
  - b. The evaluator shall share a copy of the evidence with the teacher within three (3) working days of the observation.
    - i. At no time should the post-observation conference be outside six (6) working days of the observation.
  - c. The teacher may request revisions or corrections.
  - d. If either the teacher or administrator is unavailable to meet within the three (3) day period, the conference shall be re-scheduled.
- 4. Post-Observation:
  - a. The teacher and evaluator shall meet for the post-observation conference within three (3) working days of a formal observation.
  - b. If either the teacher or administrator is unavailable to meet within the three (3) day period, the conference shall be re-scheduled.
  - c. The teacher and evaluator will discuss and collaborate on the "Noticings and Wonderings" of the teacher's practice.
    - i. In the event that the evaluator and teacher cannot reach agreement on the "Noticings and Wonderings" the teacher may provide additional evidence of the teaching experience.
    - ii. If an agreement still cannot be reached, the evaluator's assessment will be recorded, and the teacher may-submit a written response to be attached to a formal observation document.
- 5. Summative Assessment / Score:
  - a. No later than June 15 or the day prior to the last day of school, whichever comes first, the teacher and evaluator shall meet to discuss the teacher's final summative score.
    - i. At the end of the evaluative cycle, the teacher and administrator shall review the evidence and artifacts accumulated throughout the school year by the teacher and administrator in which the evaluation is conducted, which may include: Formal observation/evaluations; informal observations; artifacts; evidence; student growth data; and ancillary evidence.
  - b. Student growth data shall only be used in the teacher's evaluation process if such data is relevant to the teacher and the subject matter.
  - c. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature

of the teacher does not, however, necessarily imply that the employee agrees with its contents, only that he or she has read it.

- i. The teacher may attach any written comments to observations and to the final annual evaluation report as well.
  - ii. Teachers shall have the right to attach additional comments or a rebuttal to the Final Summative Evaluation within sixty (60) calendar days.
- d. If an agreement cannot be reached on the assessments, the evaluator's assessment shall be recorded, and the teacher may follow the due-process agreement already set in the contract.
  - e. The evaluator must base their final summative score upon evidence and artifacts gathered during the evaluation process.
  - f. If a classroom teacher that is a continuing contract employee with more than five years of teaching experience receives a Level 2 (Basic) rating for two consecutive years or two years within a consecutive three-year time period, then his or her performance shall be judged "unsatisfactory".
  - g. The employee and evaluator shall meet either prior to the end of the school year in which the "Basic" or "Unsatisfactory" rating was received, or at the beginning of the following school year, to mutually determine the kind of additional support that would best serve the employee.
  - h. Any teacher whose performance has been judged unsatisfactory on the Summative Evaluation of Practice document may be placed on a plan for improvement any time after October 15 of the following year.
  - i. The final formal observation for the school year must be completed by June 1. The teacher shall be given a copy of the completed annual evaluation. The teacher shall sign the report and any attachments just to indicate he or she has read the report, has had an opportunity to discuss the report with the evaluator, and has received a copy. The teacher shall be given a copy of the annual evaluation five working days before the last day of school.

#### **Section 15 - Probation (Non-Provisional)**

- II. No teacher shall be placed on probation if he or she has been evaluated by an evaluator who has not received training in the new (ESSB 5895) evaluation system.
- III. Teachers shall have the right to Association representation at all probationary conferences.
- IV. The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements according to the criteria identified in the probationary plan and included in the evaluation instrument (WAC 392-191-045(3)).
- V. A probationary period of sixty (60) school days shall be established.
  - A. Additional days may be added if deemed necessary to complete a plan of improvement and to evaluate the probationer's performance, as long as the probationary period is concluded before May 15<sup>th</sup> of the same school year.
  - B. If by May 15<sup>th</sup> there is mutual agreement, due to an unforeseeable mitigating issue, probation may be extended.
  - C. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15<sup>th</sup> of Level 2 (Basic) or less.
  - D. The Superintendent shall place on probation any employee whose performance has been judged unsatisfactory based on the evaluation criteria, no later than February 1<sup>st</sup> of any school year.
  - E. Before placing a teacher on probation, the following shall occur:

1. The evaluator shall meet with the employee in an attempt to resolve matters relating to performance, before probation is recommended. This conference shall be held no later than January 30th.
  - a) The employee shall have the opportunity to have an Association representative in attendance at the conference.
- F. If an employee is being considered for probation, the recommendation to the Superintendent for probation must be made in writing to the superintendent by the evaluator. The evaluator's recommendation for probation shall include the following:
  1. A definition of the problem in terms of deficiencies based upon the evaluative criteria.
  2. Expectations of performance that would constitute acceptable performance in the deficient areas defined. Once the areas of deficiency and the criteria for improvement have been determined, they shall not be changed.
  3. A plan of improvement that defines expectations for the employee to reach an acceptable level of performance in which the employee needs improvement, according to the criteria included on the evaluation instrument; and
- G. The Superintendent, or his/her designee, shall review the evaluator's recommendation for probation. If the Superintendent or his/her designee determines that there is an alternative to probation, he/she may continue to work with the parties involved.
- H. If it is determined by the Superintendent that probation is warranted, then the Superintendent shall notify the employee in writing and such notice shall include all provisions of Section 16.V.F.2 Step 2 above.
  1. At this time the evaluator shall meet with the employee and, at his or her request, a representative of the Association, to go over the plan of improvement, both for understanding and to collaborate in making any changes that the parties might deem prudent.
- I. During the probationary period, the evaluator shall meet with the staff member at least twice monthly to supervise and provide a written evaluation or summary of progress of the staff member's performance.
- J. The probationer may request, and the evaluator may authorize one (1) additional certificated administrator to evaluate the probationer. This administrator may be another certified administrator from within the District or from outside the District.
- K. At the teacher's request the probationer may be granted no less than (1) one day per month dedicated to completing the plan for improvement which may include observations of other teachers, completing lesson plans, or professional development plans, and/or meeting with evaluators.
- L. The probationer must be removed from probation if he/she has demonstrated improvement to the satisfaction of the original evaluator in the area(s) specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her plan of improvement.
- M. A teacher who is on a plan of improvement may be removed from probation if s/he has demonstrated improvement in the areas described as deficient. The teacher must also be removed if he or she has five (5) or fewer years of experience and

scores a 2 (Basic) or above, or if he or she is a teacher of more than five (5) years of experience and scores a 3 (Proficient) or above.

- N. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause for non-renewal of contract or discharge.
- O. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and plan for improvement, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee, nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of that teacher's contract year. If such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of his or her contract term.

#### **Section 16: Non-renewal, Adverse Action, and Discharge**

In the event that there is determined to be probable cause to non-renew, adversely affect, or discharge a teacher, the teacher shall receive written notice and the District will follow the procedures specified in Washington Revised Code 28A.400 et. seq.

#### **Section 17: Uses of Evaluation Results**

- I. Evaluation results shall be used:
  - A. To acknowledge, recognize, and encourage excellence in professional performance.
  - B. To document the level of performance by a teacher of his/her assigned duties.
  - C. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
  - D. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
  - E. As one of the multiple factors determining personnel decisions.
- II. Evaluation results shall not be:
  - A. Shared or published with any other teacher with identifying information unless required by law.
  - B. Shared with others than those on a need to know basis.
  - C. Used to determine any type of base or additional compensation.
  - D. Evaluators shall not consider school or District-wide employee evaluation summative scores when evaluating individual scores, i.e. nothing prohibits an evaluator from evaluating all teachers as distinguished within a school.

#### **Section 18: Evaluation Documents**

Only the final summative evaluation document, along with any comments submitted by the teacher, shall be kept in the personnel files.

## **APPENDIX F – Comprehensive Summative Evaluation**

### **ODESSA SCHOOL DISTRICT COMPREHENSIVE SUMMATIVE EVALUATION**

Teacher:	Grade Level:	
Subject/Class:	Evaluator: Jamie Nelson	Date:
30 minute observation date(s)		

<b>CRITERION 1: Centering Instruction on High Expectations</b>				
<b>2b: Establishing a Culture for Learning</b> Importance of the Content Expectations for Learning and Achievement Student Pride in Work	<b>3a: Communicating with Students</b> Expectations for Learning Directions and Procedures Explanations of Content Use of Oral and Written Language			
<b>3c: Engaging Students in Learning</b> Activities and Assignments Grouping of Students Instructional Materials Structure and Pacing				
<b>Notes:</b>				
Criterion #1	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED

<b>Criterion 2: Demonstrating Effective Teaching Practices</b>				
<b>3b: Using Questioning And Discussion Techniques</b> Quality of Questions Discussions Techniques Student Participation	<b>4a: Reflecting on Teaching</b> Accuracy Use in Future Teaching			
<b>Notes:</b>				
Criterion #2	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED

<b>CRITERION 3: Recognizing Individual Student Learning Needs and Developing Strategies to Address Needs</b>				
<b>1b: Demonstrating Knowledge of Students</b> Knowledge of child and adolescent development Knowledge of the learning process Knowledge of students' skills, knowledge and language proficiency Knowledge of students' interests and cultural heritage Knowledge of students' special needs	<b>3e: Demonstrating Flexibility and Responsiveness</b> Lesson adjustment Response to students Persistence			
<b>Notes:</b>				
Criterion #3	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED



# ODESSA SCHOOL DISTRICT COMPREHENSIVE SUMMATIVE EVALUATION

<b>CRITERION 4: Providing Clear and Intentional Focus On Subject Matter, Content and Curriculum</b>				
<b>1a: Demonstrating Knowledge of Content and Pedagogy</b> Knowledge of content and the structure of the discipline Knowledge of prerequisite relationships Knowledge of content/related pedagogy	<b>1c: Setting Instructional Outcomes</b> Value, sequence and alignment Clarity Balance Suitability for diverse learners			
<b>1d: Demonstrating Knowledge of Resources</b> Resources for classroom use Resources to extend content knowledge and pedagogy Resources for students	<b>1e: Designing Coherent Instruction</b> Learning activities Instructional materials and resources Instructional groups Lesson and unit structure			
<b>Notes:</b>				
Criterion #4	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED

<b>CRITERION 5: Fostering and Managing a Safe, Positive Learning Environment</b>				
<b>2a: Creating an Environment of Respect and Rapport</b> Teacher interaction with students Student interactions with one another	<b>2c: Managing Classroom Procedures</b> Management of instructional groups Management of transitions Management of materials and supplies			
<b>2d: Managing Student Behavior</b> Expectations Monitoring student behavior Responses to student misbehavior	<b>2e: Organizing Physical Space</b> Safety and accessibility Arrangement of furniture and use of physical resources			
<b>Notes:</b>				
Criterion #5	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED

## COMPREHENSIVE SUMMATIVE EVALUATION

<b>CRITERION 6: Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning</b>				
<b>1f: Designing Student Assessments</b> Congruence with instructional outcomes Criteria and standards Design of formative assessment Use for planning		<b>3d: Using Assessment in Instruction</b> Assessment criteria Monitoring of student learning Feedback to students Student self-assessment and monitoring of progress		
<b>4b: Maintaining Accurate Records</b> Student completion of assignments Student progress in learning Non-instructional records				
<b>Notes:</b>				
Criterion #6	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED

<b>CRITERION 7: Communicating and Collaborating with Parents and the School Community</b>				
<b>4c: Communicating with Families</b> Information about the instructional program Information about individual students Engagement of families in the instructional program				
<b>Notes:</b>				
Criterion #7	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED

<b>CRITERION 8: Exhibiting Collaborative and Collegial Practices Focused on Improving Instructional Practice And Student Learning</b>				
<b>4d: Participating in a Professional Community</b> Relationships with colleagues Involvement in a culture of professional inquiry Service to school Participation in school and district projects		<b>4e: Growing and Developing Professionally</b> Enhancement of content knowledge and pedagogical skill Receptivity to feedback from colleagues Service to profession		
<b>4f: Showing Professionalism</b> Integrity and ethical conduct Service to students Advocacy Decision making				
<b>Notes:</b>				
Criterion #8	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED

C1	C2	C3	C4	C5	C6	C7	C8	OVERALL
8-14	15-21	22-28	29-32					
1 – Unsatisfactory	2 – Basic	3- Proficient	4 - Distinguished					

# ODESSA SCHOOL DISTRICT COMPREHENSIVE SUMMATIVE EVALUATION

Student Growth Criterion 3: Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs			
Student Growth 3.1: Establish Student Growth Goal(s)			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
Does not establish student growth goals for subgroups of students not reaching full learning potential. Goals do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s)	Establish appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goals(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Notes:			

Student Growth Criterion 3: Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs			
Student Growth 3.2 Achievement of Student Growth Goal(s)			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.
Notes:			

Student Growth Criterion 6.1: Using multiple student data elements to modify instruction and improve student learning.			
Student Growth 6.1: Establish Student Growth Goal(s)			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
Does not establish student growth goals for whole classroom. Goals do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s)	Establish appropriate student growth goal(s) for whole group. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goals(s).	Establishes appropriate student growth goal(s) for students in collaboration with students, parents, and other school staff. The whole classroom goals align to school goals. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Notes:			

**ODESSA SCHOOL DISTRICT  
COMPREHENSIVE SUMMATIVE EVALUATION**

OVERALL SUMMATIVE RATING:

UNSATISFACTORY

BASIC

PROFICIENT

DISTINGUISHED

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

Date \_\_\_\_\_

Administrative Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX G – ADVISOR EVALUATION FORM**  
**ODESSA SCHOOL DISTRICT #105**

Name of Advisor                      Assignment                      School Year

Scoring Scale: **N.I. – Needs Improvement SAT. – Satisfactory**

*Professional Responsibilities and Competencies*                      **N.I.**      **SAT.**

1. Models a philosophy that reflects the best interest of student participants.      \_\_\_\_\_
2. Shows enthusiasm for the activity.      \_\_\_\_\_
3. Demonstrates emotional stability and self-control.      \_\_\_\_\_
4. Understands the rules and regulations of the activity.      \_\_\_\_\_
5. Continues to upgrade knowledge.      \_\_\_\_\_
6. Selects equipment and maintains an accurate inventory and is mindful of budgetary restraints.      \_\_\_\_\_
7. Applies all rules and regulations related to team and individual participation.      \_\_\_\_\_
8. Coordinates the program with other school staff.      \_\_\_\_\_
9. Arranges appropriate programs for recognition for participants.      \_\_\_\_\_
10. Maintains discipline and control of participants. Teaches fundamental concepts of sportsmanship, good citizenship, and fair play.      \_\_\_\_\_
11. Plans and provides for safety of the participant, injury prevention, care of injuries, and injury reporting.      \_\_\_\_\_
12. Provides supervision for students when they are his/her responsibility.      \_\_\_\_\_
13. Follows procedures and promptly completes responsibilities as designated by the Advisor Handbook and the Principal.      \_\_\_\_\_
14. Shows concern and involvement with academic status, attendance, and classroom behavior of participants.      \_\_\_\_\_

*Professional Relationships*                      **N.I.**      **SAT.**

1. Cooperates and communicates with school administration.      \_\_\_\_\_
2. Communicates positively with participants, parents and community.      \_\_\_\_\_

*Responsibility for Equipment, Supplies, and Facilities*                      **N.I.**      **SAT.**

1. Responsible for supervising facilities (i.e., locking doors, loaning key, etc.)      \_\_\_\_\_

*Professional Preparation*

1. Holds a current first aid/CPR card      Yes      No      Expiration (Month/Yr.)      \_\_\_\_\_

*Personal Characteristics*                      **N.I.**      **SAT.**

1. Conducts himself/herself as a worthy representative of our school before the public and his/her participants. \_\_\_\_\_
2. Maintains a positive attitude and sense of humor. \_\_\_\_\_

*Comments (Attach additional sheet, if necessary):*

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*Advisor Comments (Attach additional sheet, if necessary):*

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\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(Signatures merely indicate that the employee has read and discussed this report with the observing administrator.)

## APPENDIX H – VEBA III LETTER OF AGREEMENT

Odessa School District #105 ("Employer") has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employee's Benefit Association Trust for Public Employees in the State of Washington (collectively the "Plans"): the **Standard HRA Plan**, which shall be integrated with the Employer's or another qualified group health plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the **Post-separation HRA Plan** to which the Employer may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employers or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. Employer agrees to contribute to the Plans on behalf of all employees in the Odessa Education Association ("Group") defined as eligible to participate in the Plans. Each eligible employee must submit a complete and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans.

**Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:**

**[ ] Sick Leave Contributions – Annual:** Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible<sup>1</sup>) of unused sick leave. To be eligible during the term of this agreement, an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front-loaded days.

**[ ] Sick Leave Contributions – Retirement from Service:** Eligibility for contributions at retirement from service is limited to employees that retire from service with sick-leave cash-out rights during the term of this agreement.

**NOTE:** All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District and Hold Harmless Agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such sick leave.

The term of this agreement shall be from September 1, 2018 to August 31, 2019<sup>2</sup>

Odessa Education Association

Odessa School District

#105-157-166J

By: \_\_\_\_\_  
Travis Schuh, President

By: \_\_\_\_\_  
Dan Read, Superintendent

<sup>1</sup> Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions to the VEBA Plan.

<sup>2</sup> The language in this model agreement assumes the term shall coincide with the employee's group contract year (i.e. September 1 to August 31).

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