

SEPTEMBER 1, 2019 – AUGUST 31, 2022

MASTER CONTRACT

BETWEEN

THE BOARD OF DIRECTORS

OF THE

OCEAN BEACH SCHOOL DISTRICT NO. 101

AND

OCEAN BEACH EDUCATION ASSOCIATION

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I. Purpose

The Board has an obligation, pursuant to RCW 41.59, the Educational Employment Relations Act, to negotiate with the Association as the representative of educators hereinafter designated. The parties have reached certain understandings, which they desire to conform in this Collective Bargaining Agreement. In consideration of the following mutual covenants, the parties have agreed to the following articles.

II. Definition of Parties

This Agreement is entered into this 1st day of September, 2019, between the Ocean Beach School District No. 101, Pacific County, Washington, hereinafter called the "District", and Ocean Beach Education Association, hereinafter called the "Association" and referred to collectively as the "parties". The term "Educator" shall mean certificated educators covered by this Agreement.

III. Distribution

The Agreement will be distributed by email and posted on the district web page within approximately thirty (30) days following the ratification and signing of this Agreement.

IV. Recognition

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all non-supervisory certificated personnel under contract with the District. The parties agree that the Association does not represent, for the purpose of collective bargaining, the Superintendent, Principals, Assistant Principals, Vice Principals or Directors.

V. Conformity to Law

- A. This Agreement shall become effective when ratified by the parties hereto and signed by the authorized representatives thereof, and may be amended or modified only with the mutual consent of the parties hereto.
- B. Rules, regulations, policies and resolutions of the District, which are not in conflict with the terms of this Agreement, shall not be affected by the terms of this Agreement. The provisions of this Agreement shall be controlling in the event that there are conflicts with rules, regulations, policies and resolutions of the District.
- C. This Agreement shall be governed and construed according to the constitutions and laws of the State of Washington. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect, and be binding upon the parties hereto.
- D. If any provision of this Agreement is held to be contrary to law, the parties shall commence negotiations on said provisions as mutually agreed.

VI. Management Rights

- A. The District's Board of Directors and its agents are legally responsible for the management of the District. Reserved to the District, therefore, is the exclusive authority to manage, determine and operate the educational program and staff, subject to this Agreement. Except as specifically

and expressly covered and controlled by the language of this Agreement, all matters relating to program, operations, facilities, budget, personnel and staffing shall be administered by the District through such policies, procedures and practices as it may select.

- B. The Association expressly agrees that the enumeration of District rights in this article shall not be deemed to exclude other District rights not specifically enumerated above.

VII. Maintenance of Standards

All normal conditions of employment that were in effect at the signing of this Agreement shall be maintained unless expressly altered by this Agreement.

VIII. Representation Fee

- A. Association Dues: The Association, which is the legally recognized exclusive bargaining representative of the non-supervisory certificated educators as described in the "Recognition" clause of this Agreement, shall have the right to have deducted from the salary of the members of the Association (upon receipt of a written authorization form) an amount equal to the fees and dues required for membership in the Association.
- B. The dues deduction form and authorization shall remain in effect from year to year unless withdrawn in writing by the educator. Dues deduction forms must be delivered to the District's business office within thirty (30) days from the start of school, or within thirty (30) days of the educator's beginning date of employment.
- C. Representation Fees: No member of the bargaining unit will be required to join this Association; however, those educators who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association. The amount of the representation fee will be determined by the Association, and transmitted to the business office in writing. The representation fee shall be an amount less than the regular dues for the Association membership. In that, non-members shall be neither required nor allowed to make a political Washington Education Association Political Action Committee (WEA-PAC) or National Education Association (NEA-PAC) deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.
- D. In the event that the representation fee is regarded by an educator as a violation of their right to non-association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.
- E. The Association agrees to defend, indemnify and hold harmless (suits by the District excepted) against any and all claims, suits, orders or judgements brought or issued against the District as a result of any action taken or not taken by the District, pursuant to proper implementation of this section, contingent upon the District's agreement that the Association shall be authorized to defend such suit through an attorney of the Association's own choosing.

IX. Contracts – Individual Educator's Contract

- A. All individual certificated educator contracts, other than supplemental contracts for co-curricular assignments, shall be standard form contracts subject to and consistent with the laws of the

State of Washington. All contracts and supplemental contracts for educators for whom the Association is the authorized bargaining unit shall be consistent with the terms and conditions of this Agreement. In the event there are inconsistencies between such contracts and this Agreement, the terms of this Agreement shall be controlling.

- B. Supplemental Contracts: The District and the Association acknowledge that state statute RCW 28A.405.230 provides that, “no certificated educator shall be required to perform duties not described in the contract unless a new or supplemental contract is made, except that in an unexpected emergency the Board of Directors or School District administration may require the educator to perform other reasonable duties on a temporary basis,” and further that, “no supplemental contract shall be subject to the continuing contract provision of [Title 28A].” Therefore, annually, any educator requested to perform a duty not normally assigned to educators will be issued a supplementary contract stipulating the duties to be performed in that special assignment and the compensation to be paid.
- C. If the District issues individual contracts prior to the execution of this Agreement, such contracts shall be accompanied with a contract rider which states that the contract shall be subject to the wages, hours, terms and conditions of this Agreement.
- D. Two (2) copies of a contract shall be given to the educator each year for signature. Two (2) copies are returned to the central office to be signed by the Board Chairman and the Superintendent. One (1) copy is returned to the educator and one (1) copy remains in the central office and is placed in the educator’s personnel file.

X. Release from Contract

- A. A release from contract shall be granted provided a retirement/resignation form is submitted to the superintendent’s office prior to June 15.
- B. A release from contract may be granted after June 15, provided a replacement can be obtained.
- C. A release from contract shall be granted in case of illness or other personal matter(s) which make it impossible for the educator to continue in the District.

XI. Association Privileges

- A. The Association shall have the right to use the District mail service, email and educator mailboxes for communication purposes. The Association will have a mailbox provided in the central office area to deliver and pick up communication materials.
- B. Materials distributed through the District’s mail service for delivery in the work place should be designed to provide objective information relative to the (a) effective development and administration of the Agreement and (b) clarification of other working conditions and policy issues under discussion between the leaders of the Association and District officials. The Association will not use District mail services to distribute materials within the workplace that are politically partisan. Materials distributed will be of a factual nature.
- C. The Association president shall be responsible and accountable for authorizing the distribution of materials in the District mail services. The Association will defend and hold the District

harmless from any allegation of suit arising out of the Association's use of the District's mail service.

- D. Any concern regarding the Association's use of the District's mail services and bulletin boards shall be a matter for early discussion between the Association president and the Superintendent. A violation of this Article may result in the suspension of the Association's use of the District's mail services for an appropriate and specified period of time.
- E. The Association shall be furnished, upon request, information under the Public Information Act, i.e. information concerning the District that is public. The District shall be under no obligation to prepare special reports or studies. Should the District agree, it shall comply within two weeks of a request for information that is not normally prepared in the operation of the District.
- F. The right is granted for peaceful entry and use of District buildings and equipment at reasonable times and for reasonable purposes when necessary, with appropriate reimbursement for consumable supplies, to transact Association business, with the usage to be scheduled through the proper administrative channels.

XII. Educator Rights

- A. This Agreement recognizes that all educators shall be entitled to full rights of citizenship and the provisions of this document shall be applied without regard to membership or non-membership in the Association, political activities, domicile, race, creed, religion, color, national origin, age, gender, marital status, sexual orientation, or the presence of any sensory, mental or physical handicap except as required in accordance with this Agreement as otherwise provided by law, or the extent that it affects teaching performance.
- B. Every certificated educator of the District shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other legal concerted activities for mutual aid and protection. The District agrees not to discriminate against any certificated educator with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participation in any grievance, complaint or proceeding under the Agreement, or otherwise with respect to terms or conditions of employment.
- C. The private or personal life of any educator is not within the appropriate concern or attention of the District or the Association, except to the extent it affects teaching performance. This does not prevent the District from holding certificated teachers to the code of professional conduct (Chapter 181-87 WAC).

XIII. Academic Freedom

All educators shall enjoy the right to pursue academic study and investigation free from interference and restraint. Educators shall be free to present instructional materials and to interpret facts and ideas concerning human society, the physical and biological world and other branches of learning within the planned instructional program and course of study as determined by the District's policies and administrative procedures, Office of Superintendent of Public Instruction (OSPI), or the State Board of Education. Educators shall present controversial issues in an objective manner without interjecting their personal opinions on controversial or political issues. Educators are responsible to use expression in a manner appropriate to the age and maturity of the students' level of development, and subject to

reasonable limitations placed by the District. When presenting instructional materials and interpreting facts and ideas, educators should encourage students to make their own judgements based upon all of the facts bearing on the issue and without the interjection of the personal opinions of the educators. The Parties agree that the District's schools are not the appropriate forum for the expression of personal, religious or political views, or for the militant advocacy of any particular cause or point of view.

XIV. Just Cause

- A. No educator shall be disciplined (including written warnings, reprimands, suspensions, reductions in rank or professional advantages, discharges, non-renewals, terminations or other actions that would adversely affect the educator) without just and sufficient cause. The specific grounds forming the basis for disciplinary action will be made available to the educator.
- B. Any educator given an adverse change in contract status due to just cause shall be notified in writing of that decision. Notification shall specify the grounds for just cause for such action. The Association will be notified if discipline alters the conditions of employment. Notice shall be delivered to the educator personally or by certified or registered mail.
- C. An educator shall be entitled to have present a representative of the Association, at no loss of pay, during a formal disciplinary action. When a request for such representation is made, no action shall be taken with respect to the educator until such representative of the Association is present or after three (3) working days following when information is provided to the educator regarding the impending disciplinary action. In cases of serious offenses, the District may take immediate disciplinary action pending the results of further investigations.
- D. Any disciplinary action taken against an educator shall be appropriate to the behavior which precipitates said action.
- E. Any written or emailed complaint made against an educator or person for whom the educator is administratively responsible by any parent, student, or other person, will be called to the attention of the educator within three working days of receipt of the complaint. Any written or emailed complaint not called to the attention of the educator may not be used as a basis for any disciplinary action against the educator. When possible, disciplinary actions will be held at a time that does not disrupt schools. Verbal complaints will not be grounds for any disciplinary action with the exception of possible criminal accusations.
- F. When charges of misconduct against an educator are found to be unsubstantiated after administrative investigation, all related documents shall be destroyed, to the extent consistent with the state records retention requirements, to protect the educator's reputation and work record.

XV. Visitors to School

- A. The District and Association recognize the interest and desire of community stakeholders to be familiar with the educational program of Ocean Beach School District. Both parties further recognize the need to provide safe and orderly buildings for students. Therefore, each building shall develop and enforce Board approved procedure that ensures the safety of all occupants.
- B. In order to provide stakeholders the opportunity to visit classrooms, the following guidelines are set forth:

1. All visits to a school shall register at the office and wear an identifying visitor's badge while in the school building.
2. All visits to the classroom shall be pre-arranged with the principal and the educator in order to provide the least disruption to the classroom procedure or learning activity.

XVI. Payment

- A. In accordance with state law, all educators shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary.
- B. Payroll checks shall be issued to the educator on the last District Office working day of the month. Direct deposit is required.
- C. The District shall, upon receipt of authorization from an educator, deduct from the educator's salary and make appropriate remittance for currently approved insurance plans, or savings plans and any other plans or programs jointly approved by the Association and the District hereafter.
- D. All compensation owed to any educator who is leaving the District shall, upon request, be paid in full at the next possible pay period.
- E. All state-funded Implicit Price Deflator (IPD) increases will be passed through to educators.

XVII. Credit for Teaching

Educators new to the District shall be granted credit for certificated years of experience as allowed by state law. This experience shall be evaluated at the time of hiring through appropriate documentation. All decisions regarding the granting of experience rests with the District as per current rules and regulations.

XVIII. Staff Development/Reimbursement for Education

- A. The District will provide a total of \$25,000 each year for staff development. Any dollars leftover in the pool shall be rolled over to the following year. No more than \$40,000 shall be maintained in the pool.
- B. Each educator, based on their Full Time Equivalency (FTE), will be eligible for up to \$600.00 per year in staff development monies, as long as funds permit. Costs incurred in excess of \$600.00 will be resubmitted/submitted for reimbursement in the event the total pool of money has not been exhausted.
- C. Staff development activities may include professional visitations/observations, educational research, professional degree advancement, workshops and conferences as aligned with district and building school improvement plans. Eligible expenses related to the above activities may include, but are not limited to, travel costs, meals and lodging, fees and educational materials directly related to the funded activity. Costs of substitutes shall be paid from individual educator allotments. Prior approval from the building administrator is required. Denials may be

appealed to the superintendent. Professional development occurring beyond bordering states must have prior approval of the superintendent.

- D. The District shall provide a report of monies used to the Association by July 31. Educators will have until September 10 of the following year to request reimbursement for current year activities (completed between September 1 and August 31). Activities completed after August 31 shall be applied to the educator's following year's staff development monies. Claims received after the September 10 deadline will not be reimbursed.
- E. On the September accounts payable run, any monies remaining will be distributed on an equal share basis to those educators who have submitted their request for additional funds exceeding their \$600.00. Less than full-time educators shall be eligible for the equal share disbursement based on their full-time equivalency (FTE).
- F. As District funds allow, the superintendent may make additional building budget funds available to be used to implement School Improvement Plans (SIPs), teacher improvement plans, team plans or other professional development activities.
- G. Educators who are pursuing National Board Certification shall be granted two (2) days of additional paid leave time at the educator's full-time equivalency (FTE). Retake/recertification candidates will be granted one (1) day of additional paid leave.

XIX. Educators' Salary Schedule Placement

- A. All educators, regardless of field or level taught, will be placed on the educators' salary schedule. Less than full-time educators shall be contracted on a pro-rated basis in accordance to their full-time equivalency. To be eligible for movement on the salary schedule, an official transcript must be received by the payroll office prior to October 1.
- B. To be eligible for movement on the salary schedule, an official transcript or clock hour form must be received by the payroll office prior to October 1. Under extenuating circumstances, deviations may be authorized by the superintendent. Only those credits or clock hours (10 clock hours = 1 quarter credit) allowable under Office of Superintendent of Public Instruction (OSPI) guidelines shall qualify for advancement on the School District salary schedule. Semester hours shall be converted at a rate of 1.5 quarter hours per semester hour.
- C. New educators have thirty-one (31) days from the date of hire to submit all necessary records. In the event that new educators do not have complete records to the District Office in time to receive that month's pay, they shall be tentatively placed on the salary schedule. Upon submission of documentation, any difference will be pro-rated throughout the remainder of the contract.
- D. Salary schedules will be made available at the beginning of each school year. **(Appendix A – Certificated Salary Schedule)**

XX. Co-Curricular Supplemental Pay Schedule

- A. Educators performing the supervisory duties listed below will be compensated as indicated.

- B. New activities will be approved through the following process: a job description for new will be developed with the number of hours required to meet the job listed and a request for the stipend will be submitted to the superintendent for approval by the Board. The Ocean Beach Education Association (OBEA) bargaining team shall be informed of proposals prior to a final decision by the Board so the effect on the contract can be discussed. Existing activities will have a job description developed, including the number of extra hours anticipated to meet the requirements listed.
- C. All co-curricular contracts will be reviewed annually. Activities relating to interscholastic and/or co-curricular services are issued pursuant to RCW 28A.405.240 and is not a continuing contract within the scope of RCW 28A.405.210.
- D. The following supplemental pay schedule shall be in effect in the District for the duration of the contract:

Mentor/Mentee Teacher	\$500
Yearbook	\$1500
Music – Secondary	\$2000
Pep Band	\$1500
Marching Band	\$2000
Drama Director – Musical	\$4000 (per production)
Drama Assistant Director – Musical	\$2000 (per production)
Drama Director – Non-Musical	\$2800 (per production)
Drama Assistant Director – Non-Musical*	\$1200 (per production)
Drama Director – Middle School	\$1200 (per production)
ASB – High School	\$3500
ASB – Middle School	\$1500
ASB – Intermediate School	\$1000
STEM Club – High School	\$1400
STEM Club – Middle School	\$1200
Knowledge Bowl – High School	\$1600
Knowledge Bowl – Middle School	\$1200
Vocational Clubs	\$1800
Diversity Club – High School	\$1000
Job Shadow Coordinator – High School	\$1000
Drama productions require prior approval.	

* For productions with more than 15 cast members.

The following activities shall be compensated hourly by time sheet at the curriculum rate within the guidelines set forth in the job description: Elementary Music Director, National Honor Society, Middle and High School Class Advisors.

XXI. Insurance

- A. The entire State insurance benefit allocation shall be paid into an insurance pool to provide benefits for FTE educators’ insurance plans.

- B. The pooled monies will be used to help pay for all educators' dental plans, vision plans, and/or any other mutually approved insurance plan, e.g. medical plans. *(Note – removed specific plan carriers named due to changes in insurance plans available.)*
- C. Premium costs in excess of the amount covered by the pool shall be paid by those educators whose medical, vision and dental premiums exceed the pooled monies.
- D. Educators teaching less than full time will receive benefits equal to their FTE share.
- E. The same dependent or educator cannot be covered twice by the same medical plan paid for by the District, but may have double coverage for vision and dental plans.
- F. The District agrees to participate in a Section 125 cafeteria plan as allowed in IRS provisions pertaining to public educators. The individual educators will be responsible for monthly service fees related to their plans.
- G. The K-12 retiree allocation shall be paid entirely by the District.

XXII. Work Year

- A. The length of a regular educator's contract shall be one hundred eighty (180) days. In the event an educator consents to teach an additional class during their prep period, said educator shall be paid at their hourly per diem for instruction time as defined by the building's class schedule.
- B. Three (3) additional required days will be added to the calendar and are non-student work days. These days are to be paid by timesheet.

Three (3) additional days will be added for all teachers new to the District to participate in mandatory training.

- C. It is further agreed that grade reports from individual educators will not be due until one week, or five (5) school days, after a grading period has ended.
- D. Normally, no certificated educator or co-curricular advisor shall be scheduled or required to supervise activities or perform duties the night preceding or during school holidays and vacations.
- E. Educators who have been designated to participate in kindergarten screening shall receive up to two (2) extra contract days at per diem rate.
- F. Educators who have twenty-five (25) or more years of experience, at least ten (10) years of which in Washington State, will be given one (1) optional workday, one time only, to manage the professional requirements necessary to perform their professional responsibilities. The eligible educator must inform the District by March 31 the year in which they wish to use the day.

XXIII. Calendar

- A. The calendar will be adopted by the March Board meeting. The superintendent, a Board member, and two association representatives shall meet and confer on the calendar prior to its submission to the Board.

- B. Thanksgiving observance for students and staff will begin with a 3-hour early release the Wednesday before and include the Friday following Thanksgiving.
- C. Winter Break will be no less than ten (10) consecutive school days.
- D. Spring Break will be a full week.
- E. If student attendance days are missed during the school year, the days will be made up using available non-student contact work days or following the last scheduled student day. No personal leave should be scheduled on these inclement weather days.

XXIV. Work Day

- A. The length of the assigned workday shall be seven (7) hours with a one-half hour duty-free lunch, during which the educator may leave the work site. Educators shall be paid at their per diem rate for one (1) additional hour per month for two (2) required thirty (30) minute staff meetings per month in each building they are assigned to, unless mutually agreed on by the supervisor and shared employee. Educators shall be compensated at the curriculum rate for summer school, the after-school program, or their membership in District designated committee work. The curriculum rate will be calculated as the hourly per diem rate of the lowest base pay step on the salary schedule, rounded down to the nearest dollar.
- B. All full-time K-12 educators, including special program educators, will be provided with a minimum of 230 minutes of planning time per five-day week. The forty-six (46) minutes of daily planning time will take place during the regular instructional day, in one continuous block. Less than full-time educators will be provided with planning time in accordance with their full-time equivalency (FTE). No curriculum, department or staff meetings may be scheduled during the educator's planning time. Individualized Education Program (IEP) meetings are an important professional requirement and will be scheduled at an agreed upon time.
- C. Educators will not be required to supervise lunch recess except in emergency situations. The principal will keep a roster of educators and rotate them to supervise when emergency situations develop. Educators will be paid at their per diem rate when substituting for other educators. Educators will not be required to supervise any more than five (5) recesses per year. Note: see Article XXIX of this Agreement: Absorbing other educator assignments/emergency only.
- D. As part of educators' professional responsibilities, they shall be required to attend up to 4 evening events of no more than 1.5 hours' duration with at least one month's notice. Subsequent evening events shall be voluntary or shall be compensated.
- E. Any exception to the described work day will require approval of the principal or designee, i.e. attending classes, personal appointments and emergencies.

XXV. Student/Classroom Educator Ratio

- A. The following methods of compensation will be considered and resolution shall be determined by the educator and building administration:
- | | |
|----------------|----|
| K-1: | 20 |
| 2-3: | 22 |
| 4-5: | 26 |
| 6-8: | 30 |
| 9-12: | 32 |
| K-5 Music/PE: | 30 |
| 6-12 Music/PE: | 35 |
- B. K-5 teachers with more than seven (7) students on an Individualized Education Program (IEP) will be given \$100 per month for each special education student above seven (7). Students receiving speech, occupational and/or physical therapy services only will not be used in this calculation.
- C. The above class size shall not apply where staff and administration in a school have, in writing, a planned variation in organization, curriculum and instruction (e.g. team teaching). A review of any planned alteration will be completed annually and will continue only by written agreement between the Association and the District. For the purpose of class size calculation, band will be excluded.
- D. Class size shall be measured on the first school day of each month, October through June (nine total count dates).
- E. If, by the official enrollment count day in October, the over limit cannot be resolved, the District will compensate the affected educator. The educator will receive \$125 per student over the class size for professional development expenses or as additional compensation for grades K-5. Educators for grades 6-12 will receive \$25 per student over the class size for professional development expenses or as additional compensation. This will continue until the over limit is no longer taking place.
- F. A multi-grade teaching assignment in K-5 (excluding music/PE) will receive an additional \$5,000 stipend per year. For calculation of overloads, the lowest grade level class size number will be used.

XXVI. Mentor Teacher Program

New teachers to the District, or teachers with new assignments in the District, will be eligible to participate in the Mentor Teacher Program. Compensation will be on the Co-Curricular Schedule. Release time for participating employees shall be covered by substitutes, the cost of which will be paid by the District, with administrative approval. No participating employee will be subject to any additional evaluation procedure not outlined in the current Collective Bargaining Agreement. A mentor teacher will not participate in, or contribute to, the performance evaluation of a beginning teacher.

Selection criteria shall be based on the following minimum standards:

- A. The mentor shall be employed full-time by the District.

- B. The mentor shall have been employed primarily as a classroom teacher for a minimum of one (1) school year within the District and two (2) additional school years within any public or private school in any grade, K-12.
- C. The mentor shall hold a valid continuing teaching certificate issued pursuant to WAC 180-79 or be eligible for such certificate pursuant to WAC 180-79-045.
- D. The mentor shall have overall proficient or distinguished teaching evaluations for the previous three (3) years.
- E. Educators with teaching experience in the same building as the mentee teacher will be given consideration for selection.
- F. The mentor should:
 - a. Demonstrate effective teaching skills.
 - b. Have a good understanding and perspective of District building policies, procedures and programs.
 - c. Possess a high level of professional development/commitment.
 - d. Demonstrate good communication and interpersonal skills with students and staff.
 - e. Demonstrate enthusiasm and a high level of professional creativity.
 - f. Be highly regarded by students, staff and community.

XXVII. Educators' Authority/Responsibilities – Student Discipline

- A. All educators have the responsibility and authority to discipline any student for insubordinate, disruptive or disorderly conduct, or other violation of rules for student conduct which may occur in the presence of the educator or when the student is under the educator's supervision.
- B. Discipline shall mean all forms of correction other than expulsion or suspension from school or Saturday School, which are administrative responsibilities.
- C. Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under an educator's immediate supervision may be removed from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee has communicated disciplinary actions to the teacher, whichever occurs first. Except in emergency circumstances, the educator must attempt one or more alternative forms of corrective action. In no event, without the consent of the educator, may an excluded student return to the class during the balance of that class period or up to the following two days, or until the principal or designee have communicated disciplinary actions to the teacher.
- D. Each educator shall have as a responsibility of his/her employment the maintenance of good order and discipline in the classroom, the hallways, and on the playgrounds or other common areas of the school. Each educator shall be entitled to appropriate assistance and support from

building administrators in connection with discipline problems relating to students. The principal or designee shall communicate the disciplinary action taken by the principal or designee to school personnel who referred the student for disciplinary action.

- E. Prior to the first student contact day, each building principal and the educators in a school building shall confer in order to develop and/or review building disciplinary standards and uniform enforcement of those standards. The building principal shall establish a communication/reporting system.
- F. An accessible administrator or designee shall be available in all buildings at all times during the student day.

XXVIII. Supervisory Duties

- A. Educators may be required to perform bus supervision after dismissal on a rotating basis, not to exceed three (3) weeks per year. K-5 teachers are required to escort their students to the bus loading each day. An educator shall have the right to elect another educator to cover his/her rotation if it is mutually agreed upon by both parties. Educators will not be required to perform recess supervision duties, except in emergency situations in accordance with Article XXIV, Section C of this Agreement.
- B. The responsibility of educators is planning, preparation, instruction and classroom management. Within school sites, educators also recognize the responsibility of aiding in school-wide student management.

XXIX. Absorbing Other Educator Assignments/Emergency Only

- A. The principals, with their staffs, will develop a rotating schedule for educators to substitute for educators who are absent when a substitute cannot be found.
- B. No educator shall be required to substitute for another educator beyond five (5) times. The educator shall be reimbursed for each period or recess at their per diem rate.
- C. When possible, any qualified person in the District without assigned students should be considered prior to assigning a teacher with students to cover another educator's class.

XXX. Leaves

Definition of Leaves

The term "leave" shall mean any period of time during which an educator is absent from work under any of the criteria established in this Article. An educator on leave without pay may opt to maintain medical insurance, if approved by the insurance carrier, by reimbursing the District for the premiums for such insurance.

A. Illness, Injury and Emergency (Sick) Leave

1. **Accumulation**: At the beginning of each school year, each full-time educator shall be credited with twelve (12) days of illness, injury and emergency leave (hereafter "sick leave"). Educators less than full-time shall be granted sick leave in accordance with their full-time equivalency (FTE). Educators contracting with the District after the beginning of

the fiscal year shall be granted sick leave on a pro-rated basis. Sick leave shall accumulate up to the maximum permitted by law and such accumulated time may be taken at any time during the educator's work year. Sick leave accumulated by an educator while employed in a certificated position in any school district in the state shall be granted to such person upon employment in the District, provided such accumulated sick leave is verified by the previous employer(s). No statement above shall be interpreted to deny leave benefits expressed elsewhere in this Article.

2. Use:

- a. Personal Illness or Injury: Accrued sick leave may be used when the educator is unable to perform duties because of personal illness or injury.
- b. Maternity/Paternity: Accrued sick leave may be used for pregnancy, childbirth and related temporary disability to educators to the extent the mother's physician certifies the educator's or spouse/partner's temporary disability. Educators requesting maternity/paternity leave shall notify the District as early as possible prior to the beginning of the leave and shall submit a written statement to the superintendent to indicate the expected date of return at the time the leave is requested. Within thirty (30) days after childbirth, the educator shall inform the District of the exact date of return as soon as that date is known to the educator.

In lieu of use of accrued sick leave for maternity/paternity purposes, an educator may specify that all or part of the maternity/paternity leave be a leave without pay. Under such condition, such leave shall be granted.

- c. Family Illness: Accrued sick leave may be used in the event of illness within the immediate family of the educator. For purposes of this provision, immediate family shall mean spouse, domestic partner, parent, child, grandchild, grandparent, sibling, or those of the educator's spouse, or others for whom the educator is legally responsible. An educator may not take advance leave for care of family members until it has been earned. Emergency, personal leave or unpaid leave may be requested in these circumstances.
 - d. Emergency: The superintendent may allow accrued sick leave to be used in the event the educator has an emergency, defined as a problem that has been suddenly precipitated or is unplanned.
 - e. Adoption Leave: In addition to the adoption leave provided by the federal Family and Medical Leave Act (FMLA) and Washington Family Leave Act, all educators shall be allowed to use up to five (5) days of accrued sick leave, upon the adoption of the child for relocating and transporting the child and/or to finalize the adoption process.
 - f. Foster/Kinship Care Leave: All educators providing court-sanctioned foster or kinship care shall be allowed to use up to two (2) days per year of accrued sick leave for related duties.
3. Sick Leave Exhaustion: In the event an educator's accumulated sick leave is exhausted, but more sick leave is required by the educator pursuant to the provisions set out above, the educator may request and the District may grant a leave without pay for the period of

time needed to return to work or the end of the school year, whichever is sooner. The educator shall submit a written statement to the superintendent of the expected duration of the leave at the time of request.

4. Leave Verification: The District may request verification of sick leave of less than five (5) consecutive days if an abuse of sick leave is indicated. Sick leave in excess of five (5) consecutive days must be verified by a physician or other suitable proof, if requested by the District. In any case where the District determines sick leave abuse is present, the educator shall be responsible for paying sub costs incurred during said abuse and may be subject to disciplinary measures.
5. Notice of Use: An educator who knows in advance that he/she will be absent shall notify his/per principal as soon as possible to insure proper planning for a substitute.
6. Sick Leave Sharing:
 - a. Eligibility to Receive Shared Leave: An educator must exhaust all of his/her sick and personal leave before being eligible for sick leave sharing.
 - b. Determination of Need: The determination of whether or not the illness, injury or impairment is extraordinary and/or severe will be made by a licensed physician. Prior to the approval or disapproval of an educator's request to participate in shared leave, the educator will submit to the superintendent a written statement from a licensed physician verifying the severe and/or extraordinary nature and expected duration of the illness, injury or impairment.
 - c. Right to Donate: An educator may, of his/her own choice, donate portions of his/her accumulated sick leave to come to the aid of another named employee suffering from, or has a relative or household member suffering from, an extraordinary and/or severe illness, injury, impairment or physical or mental condition which has caused, or is like to cause, the employee to take an extended leave without pay or to terminate his/her employment.
 - d. Minimum Accumulation: An educator must have an accrued sick leave balance of more than 176 hours to assign his/her sick leave to another named employee.
 - e. Limits: Educators cannot donate sick leave days that would result in his/her sick leave account balance going below 176 hours.
 - f. Definition: Sick leave includes leave accrued pursuant to the state law with compensation for illness, injury and emergencies.
 - g. Repayment of Shared Leave: An educator who uses leave that is transferred to him or her under the shared leave program may not be required to repay the value of the leave that he or she used.
 - h. Status of Leave: An educator, as recipient of leave transferred under this section, shall be classified as an employee and receive the same treatment in respect to salary, wages and employee benefits as the educator would normally receive if using

accrued sick leave. Payment of sick leave shall be in accordance with state statutes, rules and regulations.

- i. Donation Requests: Requests for donated leave shall be submitted to the District, who will determine the legitimacy of the request. Upon approval, the District shall post/email a request to all members of the District seeking donations of shared leave. Eligible educators will submit, in writing or email, the amount of leave they wish to donate for a particular request.

The above limitations on leave donation may be changed to adhere to Washington State laws, regulations and guidelines. Such changes shall be reported to the Association.

B. Personal Leave:

1. The District shall grant educators three (3) days of personal leave with pay each year. Notice of such request shall be made at least one week in advance, except for emergencies.
2. Each educator may carry forward two (2) personal leave days to the following year and accumulate up to five (5) days.
3. No more than three consecutive personal leave days may be taken at any given time and may not be used to extend vacation or holidays. Educators may seek an exception to this restriction by appealing to the superintendent at least fifteen (15) days prior to the absence.
4. After the school year has ended, unused personal leave days that will be lost will be automatically paid out to the educator at the substitute rate of pay after July 1.

C. Family and Disability Leave (Federal Family and Medical Leave Act of 1993; Washington State Family Leave Act):

1. Purpose: Educators shall have the option of choosing Illness, Injury and Emergency (Sick) Leave, Child Rearing Leave contained herein or Family Leave. *Caveat*: Educators should be aware that the use of Family Leave could result in the educator exhausting all accrued sick leave.
2. Eligibility: Educators who have worked for the District for a period of at least one year and who have worked at least 1,250 hours over the previous twelve (12) months are eligible for leave under this section.
3. Usage: Educators shall be provided twelve (12) weeks of unpaid leave during a twelve (12) month period for any of the following reasons:
 - a. To care for the educator's child after birth or placement for adoption or foster care;
 - b. To care for the educator's spouse, child or parent who has a serious health condition; or

- c. For a serious health condition that makes the educator unable to perform the functions of his or her job.
4. Notification: The educator shall provide the District thirty (30) days advance, written notice of his/her intent to use Family Leave when the need for the leave is foreseeable. The District may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the District's expense) and a fitness for duty report to return to work.
5. Job Benefits and Protection: A District shall insure the following provisions:
 - a. Maintain the educator's health coverage for the duration of the Family Leave;
 - b. Grant, at the educator's request, his/her usage of accrued sick leave prior to his/her going on unpaid Family Leave;
 - c. Grant the educator his/her previous position, or equivalent position with equivalent pay, upon return from Family Leave; and
 - d. Maintain any educator benefits that accrued prior to the start of Family Leave.

D. Child Rearing Leave:

An educator may, upon request, be granted a leave without pay of up to one (1) year for dependent childcare, provided that both parents shall not be granted such leave at the same time. Upon return from such leave, the educator shall be reinstated in a position equivalent to the position held immediately prior to taking the leave, provided that he/she notify the District in writing prior to May 1 of his/her intent to return to work.

E. Jury Duty and Subpoena Leave:

1. Jury Duty: The District shall grant a leave of absence with pay for jury duty. The educator shall promptly notify the District when notification to serve on jury duty has been received.
2. Subpoenas: The District shall grant a leave of absence with pay when an educator is subpoenaed to appear in court; provided, however, that the educator so subpoenaed shall determine and notify the District of the number of days required for court appearance. This leave is limited for those days for which the educator is under subpoena. Such leave shall not be granted when the educator is a party in the court proceeding unless leave is approved by the superintendent.

F. Long Term Leave:

The District may grant a leave of absence for up to one (1) year without pay to an educator. No educator benefits or increments shall accrue during such leave of absence. Upon return to the District, the educator shall be entitled to reemployment within the District at whatever position may be available for which the educator is qualified, provided that the educator gives notice of intent to seek reemployment not later than April 15 of the year in which the educator is on leave of absence.

G. Military Leave:

Educators who belong to a National Guard or United States military reserve organization shall be granted leave of absence in accordance with Chapter 73.16 RCW, Chapter 49.77 RCW, RCW 38.40.060 and District Board Policy 5407 and Procedure 5407P.

H. Association Leave:

1. The president of the Association, and/or duly designated appointees, shall be provided up to twenty-five (25) days of Association leave each year to attend to Association business and/or for the purpose of attending regional and state meetings required because of his/her position with the Association. When bargaining a full contract, the Association shall be provided up to thirty (30) days of Association leave.
2. Requests for any leave provided in this section must be made in writing to the superintendent at least five (5) days before the date of the requested leave unless the situation causing the leave makes this impractical, and then the decision shall be made by the superintendent or designee. Written requests shall be routed through the building principal or appropriate supervisor. Any educator requesting such leave shall prepare and provide the substitute with adequate lesson plans and instruction.
3. Any leave taken under this section shall be without loss of pay provided the Association shall reimburse the District for all substitute costs incurred upon being billed.
4. The Association agrees to and will indemnify and hold the District and the Board of Directors harmless against any claim made or any suit instituted against the District or its Board of Directors resulting from or related to the granting of the Association leave under this section.
5. No more than four (4) educators shall be permitted to be absent from the District for any one time on Association Leave.

I. Bereavement Leave:

1. The educator shall receive three (3) days of bereavement leave, per occurrence, due to the death of the educator's immediate household or immediate family member. Deaths resulting from a common occurrence shall be treated as a single death with respect to the length of leave granted. The District shall grant additional days for bereavement out of sick leave.
 - a. Definitions:
 - i. Immediate Household: All people living in the same family unit, not necessarily related.
 - ii. Immediate Family: Husband, wife, domestic partner, parent, child, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent or grandchild.

2. Cases involving individuals other than an educator's immediate household or immediate family may be approved by the educator's supervisor.

J. Unusual or Exceptional Circumstances Leave:

1. The superintendent may grant unpaid leaves to individuals who might not otherwise be covered, or extend leave in excess of the number of days provided by district policy in unusual or exceptional circumstances.
2. Requests for this leave must be made in writing within five (5) days, either before or after the occurrence.

XXXI. Attendance Incentive Program

- A. Annual Conversion of Sick Leave: Each February, eligible educators who, at the end of the immediately previous calendar year, shall have accumulated in excess of sixty (60) days of unused sick leave, may elect to receive remuneration for unused sick leave earned from the previous year at the rate of twenty-five percent (25%) of the educator's current, full-time daily rate of compensation for each full day of eligible sick leave (a maximum of three (3) days in any one calendar year). Any such election shall be made by written notice to the District during the month of February on forms provided by the District. All sick leave days converted pursuant to this section shall be deducted from the educator's accumulated sick leave balance. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of the Washington Administrative Code.
- B. Conversion of Sick Leave Upon Retirement or Death: Any educator who shall retire or who shall die while employed by the District may elect (personally or by his/her personal representative, as appropriate) to convert accumulated, unused sick leave days to monetary compensation at the rate of twenty-five percent (25%) of the educator's full-time daily rate of compensation at the time of termination of employment for each full day of eligible sick leave, up to a maximum of one hundred eighty (180) days. Any educator should inform the District on or before April 15 of his/her intent to retire. An educator separating from employment for purposes of retirement must be eligible to immediately commence receiving retirement benefits from a state retirement system to be eligible for conversion of sick leave for compensation. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of the Washington Administrative Code.
- C. VEBA: VEBA III will be an available option for retirees, consistent with state and program guidelines.

XXXII. Personnel Files

- A. Educators shall upon request have the right to inspect all contents of their complete personnel file (except closed placement files) kept within the District as well as employment references leaving the District. Upon request, a copy of any documents contained therein shall be afforded to the educator. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. Anecdotal files may be kept by an administrator. They shall be kept confidential and will be destroyed following the summative evaluation report. A separate file for processed grievances shall be kept apart from the educator's personnel file. Copies of the summative evaluation reports may be kept on file by the building principal. These are confidential files.

- B. An Association representative, at the educator's written request, may be present in this review.
- C. Any derogatory material to be used as evidence in any grievance or in any disciplinary action against said educator must be shown to the educator two (2) business days prior to being used.
- D. No evaluation, correspondence or other materials making derogatory reference to an educator's competence, character or manner shall be kept or placed in the personnel file without the educator's knowledge and exclusive right to attach his/her own written comments.
- E. No observation sheets used for the evaluation will be included in the personnel file, only the final evaluation report.
- F. Upon request by the educator, the superintendent or his/her official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said educator.
- G. Material other than legal may be removed from the personnel file at the request of the educator with final approval of the superintendent.
- H. Upon request by the educator, after six (6) years the District shall remove and destroy the educator's evaluation reports and any adverse materials upon which no subsequent action has been taken, provided such records are not otherwise required to be retained by law.
- I. When charges of misconduct against an educator are found to be unsubstantiated after administrative investigation, all related documents shall be destroyed to protect the educator's reputation and work record.

XXXIII. Assignment and Transfer

- A. The administration shall assign educators to their areas of preparation, experience and/or certification. Voluntary transfers shall be considered before involuntary transfers. Should it be necessary to make voluntary/involuntary assignments, the administration shall comply with federal guidelines. When a voluntary/involuntary transfer becomes necessary, decisions shall be based upon the educator's area of experience, training, length of service with the district, and any relevant state and federal statutes and regulations.
- B. Intent to return forms distributed to educators each spring will be utilized to obtain information for planning purposes. Educators are asked to provide information on their intent to return to Ocean Beach School District, whether they intent to retire or resign, or if they would like consideration for reassignment. As stated on the form, educators are not contractually or otherwise committed to any interest they may have indicated by completing the form.

When an opening/vacancy occurs at one of the schools, the District and Ocean Beach Education Association agree to the following process for filling the position:

1. Any educator in the impacted building will have the option to be considered for the open position before referring to the intent forms.

2. Any educator who has completed the intent form indicating the desire for a transfer to the assignment that is open will be given consideration, defined as an opportunity to speak with the principal regarding the position. If more than one educator has expressed desire to be considered, all educators will have the opportunity to discuss the pending assignment. The principal is not contractually obligated to select a current educator for the open position. Consideration will be given.
 3. Positions will be open to all in-district and out-of-district applicants and all internal applicants will be granted a formal interview or conversation with administration.
 4. Internal applicants will not be considered after July 1, unless administration agrees and can fill the vacated position.
- C. Vacancies will be announced with email notification and District website posting.
- D. Educators that must travel between two (2) or more buildings for their teaching assignment will be paid at the standard rate of mileage or will be offered a district vehicle to use. (Example: an educator, who begins the day in Ilwaco and travels to Ocean Park, receives mileage from Ilwaco to Ocean Park but not the return to Ilwaco.) If the educator is required to go back and forth during the day they will be paid both ways. (Example: an educator begins the day in Ilwaco and travels to Ocean Park and then back to Ilwaco to teach another class in the same day. The educator would be paid for both trips.)
- E. In the case of a district-directed building or classroom changes, the educator will be given one (1) day of pay at their per diem rate to set up the classroom.

XXXIV. Educator Requested Variations in Assignment

To encourage and support innovation, proposals of any educator(s) of designed variations in assignment may be presented to the superintendent and the Board of Directors for consideration. Such proposals may include, but are not limited to, job sharing, job trading, restructuring related improvements, vision implementation, or others. Implementation of proposals will require the approval of the superintendent and/or Board of Directors. Consideration for approval will revolve around how the proposal helps satisfy a district goal, the impact on students, and the district budget. The Ocean Beach Education Association bargaining team shall be informed of proposals before final decision by the Board so effect on the contract can be discussed.

XXXV. Staff Reduction and Recall

A. Definitions:

1. The term "layoff" shall mean action by the Board reducing the number of educators due to economic reasons, or the financial inability of the District to continue its educational programs substantially at the same level for the next year. It does not refer to decisions to discharge, non-renew, or adversely affect an educator for cause.
2. The term "seniority" shall mean the educator's length of service within Washington State, the Ocean Beach School District, total years of teaching experience and education.

B. Board Determination of Program:

Prior to May 15 of each year, the Board shall, after providing opportunity for input from the Association, determine whether the financial resources of the District shall be adequate to permit the District to maintain its educational programs and services substantially at the same level for the next school year. If the Board determines that financial resources are not reasonably sufficient for the following school year, the Board shall adopt a modified educational program (MEP) and identify those educators who shall be retained to implement such an MEP, and those educators, if any, whose contracts shall not be renewed for the next school year. In the event the Board determines that financial resources shall not be sufficient to maintain the educational program at the same level, the Board shall notify the Association, in writing, of such determination as soon as possible thereafter.

C. Criteria for Modified Educational Program:

If the District adopts an MEP, the following guidelines shall determine the programs and services to be retained, modified or eliminated.

1. Legal Requirements: The needs of the students, requirements for graduation, requirements for accreditation and minimum program requirements under State laws and regulations;
2. Categorical Financing: Where revenues are categorical and depend upon actual expenditure rather than budgeted amounts, the Board shall make every effort to maintain such programs to the limit of the categorical support (e.g. vocational education, federally supported programs).
3. Maintenance of Pupil-Educator Ratios: Maintenance of pupil educator ratios at levels conducive to good learning climate. The severance of educators will be minimized to the extent possible.
4. Reduction in Expenditures: Reduction in expenditures, where reasonable and not categorically funded, in capital outlay, supplies and materials, contractual services and travel in an effort to retain as much of the basic educational program as possible within the resources available.
5. Transfer of Educators: The District may transfer educators within the educational specialties for which they have proper certification and endorsements according to the requirements of state and federal law.

D. Selection of Educators:

In adopting an MEP which will require reduction, modification or elimination of positions involving educators, the educators required to implement the MEP shall be selected as provided below:

1. Attrition: In an effort to eliminate unnecessary non-renewals or involuntary terminations, every reasonable effort will be made to determine the number of certificated positions which will be open as a result of (a) voluntary or mandatory retirements; (b) normal resignations; (c) other transfers; and (d) leaves of absence.

2. Certification/Endorsement: Educators retained to implement the MEP shall possess a valid Washington State certificate. An educator, to be eligible for retention by transfer, shall be qualified for the position being considered by virtue of education (college major or minor), teaching experience and endorsements according to the requirements of state and federal law.
3. Administrative Personnel: In the implementation of the MEP, certificated administrative personnel who are placed back into the bargaining unit shall be granted seniority which they earned as a non-administrative certificated educator.
4. Seniority: If it is necessary to give notice of non-renewal to educators because of reduced or modified educational program, the District shall prepare and distribute to Union leadership by February 28 a list ranking each educator from the greatest to the least seniority. The list shall also include the educator's certification.

Layoff shall be by seniority as previously defined. When more than one person qualifies for a particular position under this criterion, the educator with the greatest seniority shall be retained.

5. Seniority Tie Breakers: If two (2) or more educators are found to have equal seniority, the selection shall be made by "lot".
6. Reemployment Pool: An educator receiving a notice of non-renewal of contract pursuant to these provisions shall be placed in a reemployment pool (hereafter "pool") and shall be considered for reemployment according to the criteria set forth herein, together with other personnel in the pool. The personnel file of any person so placed shall reflect that status, and all references to non-renewal of such an educator's contract shall be removed from his/her personnel file. Pool educators shall be granted credit for any education acquired during that year.

The opportunity for reemployment from the pool shall continue for two (2) years following the school year during which notice for non-renewal was received, provided that such educator may withdraw from the pool by:

- a. Waiving his/her recall rights in writing;
- b. Resigning;
- c. Failing to accept recall to the position that he/she held immediately prior to his/her layoff or to a position for which he/she is qualified;
- d. Accepting employment under a regular certificated educator contract in any other school district during that year;
- e. Failure to return to work within ten (10) calendar days will be considered the resignation of said educator unless such educator is injured or sick. In the event a district employing an educator on a temporary basis will not release said educator within the contractual timeline established herein, the affected educator shall notify

the District of his/her intent to return the following school year, shall remain in the pool and shall continue to be eligible for employment as specified in this Article.

7. First Right to Refusal: Members of the pool shall have the first right to refusal for long-term (twenty (20) days or more) substitute positions for which they are qualified before any other person is offered such a position. Members of the pool shall be given first priority for substitute positions for which they are qualified.

E. Recall:

The District shall adopt a recall procedure which, when implemented, will insure that educators shall be recalled by greatest seniority, provided such educators can meet the criteria set forth in this Article.

When a vacancy occurs for which any educator is qualified, notification from the District to such an educator shall be made by certified mail or personal contact by the superintendent or designee. Such educator shall have ten (10) working days from the receipt of the letter or from the date of personal contact to accept the position.

Each educator in the employment pool shall keep the District advised of his/her current address in order to retain eligibility for reemployment.

F. Insurance:

Educators within the pool may pay their total medical insurance premiums to the District and, in turn, the District shall forward the money to the appropriate medical payment center so that educators and/or their dependents shall be included within the group medical insurance to the extent permitted by the insurance carrier.

XXXVI. Grievance Policy and Procedure

Purpose:

The purpose of the following grievance policy shall be to provide a means for the resolution of educator personnel problems, that is the terms and conditions of employment as set forth in this Agreement.

Definitions:

- A. "Grievant" shall mean an educator or a group of educators, or the Association, filing a grievance.
- B. "Grievance" shall mean a claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
- C. "Day" shall mean an educator work day or, if school is not in session, a weekday in which District offices are open.
- D. "Grievance Forms" means the printed forms utilized to process the grievance.

- E. "Administrator" means the superintendent or the immediate supervisor of the grievant.
- F. "Time Limits for Grievance" means time limits provided in this procedure.

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties.

If, after timely filing of a grievance, appropriate action is not taken by the administrator required to take action, the grievant may appeal the grievance to the next appropriate level.

Any grievance not advanced by the grievant from one step to the next within the time limits of that step as specified in this Article shall be deemed fully resolved by the answer provided to the educator by the District at the previous step.

Association Rights to Representation:

- A. The Association shall have the right to be present at each grievance hearing and to present its views, in order to protect its contract interests.
- B. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step Two.

Individual Rights:

- A. A grievant may be represented at all stages of the grievance procedure by himself/herself and, at his/her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to have a representative present at all stages of the grievance procedure. At the informal level, Association representation shall be only at the grievant's request.
- B. No educator shall be subject to discipline or reprisal because of any participation in the grievance procedure.
- C. All matters relating to a specific grievance shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant to the grievance, provided that the Association shall routinely report the progress of all grievances to educators in general terms. All documents, communications and records dealing with the grievances and their adjustments shall be filed separately from the grievant's personnel file. If the grievant so requests in writing, a record of the final adjustment of this grievance may be placed in his/her personnel file. If an educator is required to attend any meeting, hearing, appearance, or other proceeding relative to the adjustment of a grievance, that educator shall be released from his/her assignment for the time necessary without loss of pay or other penalty.

Procedure:

Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered maximum. Effort shall be made to expedite the process.

Step One:

The grievant shall meet and discuss a grievance first with his/her immediate supervisor. Effort shall be made to resolve the grievance at this level. If the grievance is not resolved informally at the outcome of this meeting, then Form A must be submitted to the immediate supervisor within five (5) days.

Step One Reply:

The immediate supervisor shall, within five (5) days following his/her receipt of Form A, render his/her decision (Form B) to the grievant. 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/her grievance at Step One, or if no decision has been rendered within five (5) days after the immediate supervisor's receipt of the grievance, then the grievance may be referred to the superintendent or his/her official designee (Form C).

Step Two Reply:

The superintendent or his/her official designee shall arrange for a hearing with the grievant and the Association to take place within five (5) days of receipt of the appeal. The parties in interest 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 hearing, the superintendent or his/her official designee will provide a written decision to the grievant within five (5) days of the hearing. The written decision will specify the reasons for the decision to the grievant and the Association (Form D).

Step Three:

If the grievant is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within five (5) days following the hearing, the grievant may, within five (5) days, refer the grievance to the School Board (Form E) for a decision.

Step Three Reply:

Within ten (10) days following receipt of the Step Three grievance, the Board shall meet (in an open or closed session at the grievant's discretion). Within two (2) days following its meeting to hear the Step Three grievance, the Board shall render its decision in writing to the grievant and to the Association.

Step Four:

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Board written notice of its intention to arbitrate within five (5) days of receipt of the written disposition of the Board. The arbitrator shall be selected from a list submitted by the American Arbitration Association or any other mutually agreeable agency. After selection of the Arbitrator, the expedited rules or other mutually agreeable rules shall be applied. The Board and the Association shall not be permitted to assert in such arbitration preceding any evidence or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

Step Five:

Any costs of such arbitration shall be borne equally by the Association and the District.

XXXVII. Procedures of Communications and Negotiations

- A. The purpose of these procedures is to achieve the mutual goal of establishing equitable employment conditions and an orderly system of relations which will facilitate joint discussions between the parties for cooperative solutions for group concerns relating to the employment relationship.
- B. During the year when this Agreement is subject to renewal, the parties agree to enter into negotiations in accordance with the procedures set forth herein a good faith effort to reach earliest possible settlement on a successor agreement. Each party will submit to the other party a preliminary written draft of any and all proposals it may desire to have included in a successor agreement. The parties may agree to exchange proposals in a different manner.
- C. Negotiations by the District and the Association will include sharing relevant data, exchanging points of view and making proposals.
- D. Each party is required to submit proposals to the other party no later than May 15 and commence bargaining no later than June 1. These dates may be waived with mutual consent of both parties. The parties agree to make every effort to complete negotiations by August 31 of each year.
- E. For communicating outside of negotiations, requests for meetings from the Association will be made directly to the District superintendent or other designated representative. Requests from the District will be made by the superintendent or designee to the Association president. Such requests for meetings will contain the reasons for the request. A mutually convenient meeting date shall be set.
- F. The District and the Association agree to meet yearly, if necessary, to pen and resolve compensation, fringe benefit and other economic issues in this agreement.

XXXVIII. School Climate and Contract Maintenance

A School Climate and Contract Maintenance Committee will be established by September and will meet at the request of the Association or the District to monitor the implementation of the contract and to address issues that impact school climate and morale. Ocean Beach Education Association representation on the committee shall include four (4) regular members. The UniServ representative and District negotiator may attend if invited for a special topic. The District may appoint no more than a like number of people to the committee.

XXXIX. Duration of Agreement

September 1, 2019 – August 31, 2022

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

EDUCATION ASSOCIATION

DISTRICT

Co-President Date

Board President Date

Negotiating Committee Chair Date

Secretary to the Board Date

APPENDIX A

2019-2020 CERTIFICATED SALARY SCHEDULE

Years of Service	Educational Credits/Clock Hours							
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 or Ph.D.
0	\$ 47,101	\$ 48,372	\$ 49,690	\$ 51,012	\$ 55,250	\$ 56,469	\$ 60,708	\$ 63,415
1	\$ 47,735	\$ 49,025	\$ 50,359	\$ 51,738	\$ 56,021	\$ 57,098	\$ 61,381	\$ 64,094
2	\$ 48,324	\$ 49,641	\$ 50,991	\$ 52,475	\$ 56,747	\$ 57,729	\$ 62,000	\$ 64,743
3	\$ 48,962	\$ 50,276	\$ 51,640	\$ 53,173	\$ 57,435	\$ 58,329	\$ 62,587	\$ 65,398
4	\$ 49,572	\$ 50,944	\$ 52,316	\$ 53,901	\$ 58,189	\$ 58,957	\$ 63,244	\$ 66,076
5	\$ 50,202	\$ 51,581	\$ 52,967	\$ 54,640	\$ 58,912	\$ 59,596	\$ 63,868	\$ 66,754
6	\$ 50,850	\$ 52,199	\$ 53,632	\$ 55,389	\$ 59,640	\$ 60,249	\$ 64,501	\$ 67,402
7	\$ 51,989	\$ 53,358	\$ 54,809	\$ 56,662	\$ 60,977	\$ 61,474	\$ 65,787	\$ 68,771
8	\$ 53,656	\$ 55,100	\$ 56,587	\$ 58,592	\$ 62,966	\$ 63,402	\$ 67,776	\$ 70,868
9		\$ 56,904	\$ 58,464	\$ 60,542	\$ 65,017	\$ 65,351	\$ 69,827	\$ 73,026
10			\$ 60,364	\$ 62,592	\$ 67,127	\$ 67,403	\$ 71,939	\$ 75,240
11				\$ 64,703	\$ 69,335	\$ 69,513	\$ 74,147	\$ 77,515
12				\$ 66,745	\$ 71,603	\$ 71,707	\$ 76,414	\$ 79,885
13					\$ 73,928	\$ 73,977	\$ 78,738	\$ 82,312
14					\$ 76,262	\$ 76,313	\$ 81,226	\$ 84,830
15					\$ 78,246	\$ 78,297	\$ 83,337	\$ 87,036
16+					\$ 79,811	\$ 79,863	\$ 85,004	\$ 88,777

APPENDIX B

Classroom Teacher Evaluation

SECTION 1 – INTRODUCTION

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. Within the selected instructional framework, teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills and knowledge.

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

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, 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.”

SECTION 2 – APPLICABILITY

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

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

SECTION 3 – PROFESSIONAL DEVELOPMENT

Prior to being evaluated, each new teacher shall receive four hours of professional development to comprehend the framework and understand the evaluation process.

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

No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. Each year, the District will provide the Association with evidence of the content and successful completion of this training by each individual serving as an observer or evaluator before any such individuals may participate in the evaluation process of bargaining unit members. This evidence will include documentation of the demonstrated competence and interrater reliability of each assessor.

SECTION 4 – STATE CRITERIA, FRAMEWORK AND SCORING

A. State Evaluation Criteria:

The state evaluation criteria are:

1. Centering instruction on high expectations for student achievement;
2. Demonstrating effective teaching practices;
3. Recognizing individual student learning needs and developing strategies to address those needs;
4. Providing clear and intentional focus on subject matter content and curriculum;
5. Fostering an managing a safe, positive learning environment;
6. Using multiple data elements to modify instruction and improve student learning;
7. Communicating and collaborating with parents and the school community; and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

B. Instructional Framework:

The parties have agreed to the adopted evidence-based instructional framework developed by the Center for Educational Leadership (CEL) and approved by the Office of Superintendent of Public Instruction (OSPI). The instructional framework is included in Appendix C.

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

C. Criterion Performance Scoring:

If the evaluator and teacher cannot agree on a final criterion score, the following principles will apply:

1. Each rating will be assigned the following numeric values:
 - i. Unsatisfactory – 1
 - ii. Basic – 2
 - iii. Proficient – 3
 - iv. Distinguished – 4
2. The components of each criterion shall be averaged to determine the final score for that criterion.
3. When a final criterion score includes a fractional number (example 2.3), all scores with fractions below .5 will be rounded down and all fractions .5 or above will be rounded up. For example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.5 would receive a final criterion score of 3.

D. Summative Performance Rating:

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

1. 8-14 Unsatisfactory
2. 15-21 Basic
3. 22-28 Proficient
4. 29-32 Distinguished

SECTION 5 – DEFINITIONS

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

Component shall mean the subsection of each criterion.

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

Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio, but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Student and parent input shall not be used as evidence until such time as this input can be determined to be evidence rather than unsubstantiated opinion.

Not Satisfactory shall mean:

Level 1 Unsatisfactory – Receiving a 1 is not considered satisfactory performance for all teachers.

Level 2 Basic – If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience, and if the level 2 has been received two (2) years in a row, or two (2) years within a consecutive three-year (3-year) period, the teacher is not considered performing at a satisfactory level.

Student Growth Data shall mean the change in student achievement between two (2) or more points in time, as determined by the teacher. Assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures. Assessments used to demonstrate growth must be mutually agreed upon between the educator and their evaluator and must be relevant to the respective teaching assignment. *State assessment data can be used as one of multiple assessment measures.*

SECTION 6 – COMPREHENSIVE EVALUATION

A. A comprehensive Evaluation must be completed at least once every four (4) years.

B. Process

1. Teacher Self-Assessment

i. Prior to the Pre-Observation Conference, the member will complete a Self-Assessment form. The Self-Evaluation form will not be included as part of the Summative Evaluation.

2. Goal Setting

The teacher and the evaluator shall meet within the first thirty (30) days of the year to discuss goals. The teacher shall determine 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.

3. Evidence and Artifacts

Both the teacher and the evaluator will contribute to evidence collection necessary to complete this evaluation. Said collection will be accomplished openly and, wherever possible, jointly. A teacher may, but shall not be required to, submit artifacts for completion of the evaluation.

4. Observations

- i. The observations will occur no later than ten (10) days after the pre-observation consultation, unless there is an agreement by both parties to extend this time.
- ii. Observations will not take place on half, early release, or late start days, the day before winter or spring break, and on days of an assembly or a modified schedule, unless otherwise agreed to by the educator.
- iii. The evaluator will document all formal observations and provide copies to the educator within three (3) days. Observation documentation shall be focused on evidence.
- iv. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.

5. Pre-Observation Conference(s)

The pre-observation conference shall be held at the educator or evaluator's request prior to the formal observation. The teacher and evaluator will mutually agree when to conference. The conference may be held during the teacher's planning period if agreeable to the educator. The purpose of the pre-observation conference is to discuss the educator's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. If no pre-observation conference is requested, the educator and the evaluator shall consult briefly about the observation. Such consultations may be made in person or via digital communication.

6. First Formal Observation

- i. The first of at least two (2) prearranged formal observations for each educator shall be conducted within the first ninety (90) days. The teacher may request additional observations. The total annual observation time cannot be less than sixty (60) minutes. Any formal observation shall not be less than thirty (30) minutes in length.

7. Second Formal Observation

- i. The second of two (2) formal prearranged observations will occur no sooner than six (6) weeks after the first formal observation and, ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth. The observation will occur no later than ten (10) days after the pre-observation consultation.

8. Post-Observation Conference(s)

- i. A post-observation conference between the evaluator and teacher shall occur no later than five (5) days after the formal observation.
- ii. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.
- iii. The teacher must be given the opportunity to attach written comments to the observation notes.

- iv. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.

9. Informal Observations

- i. An informal observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
- ii. An evaluator may conduct any number of informal observations.
- iii. Observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.
- iv. All informal observations may be documented in writing. Notes and evidence from informal observations to be used in the evaluation shall be provided to the teacher within five (5) days of the informal observation.
- v. Any time after an informal observation a teacher may request a post-informal observation conference to discuss the informal observation.

10. Electronic Monitoring

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

11. Final Summative Evaluation Conference

- i. No later than the last day of the school year, the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
- ii. The teacher has the right to provide additional evidence for each criterion to be scored within six (6) regular business days. The evaluator will respond within five (5) regular business days of receipt of additional evidence.
- iii. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- iv. If the teacher believes the criterion score or final summative score did not consider certain teacher evidence, procedures outlined in this section were not followed, and/or the criteria were not objectively scored, they shall be granted a meeting with association representation to seek a mutually agreeable solution.
- v. 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 educator agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well. Electronic signatures will be accepted.

SECTION 7 – FOCUSED EVALUATION OPTION

The Focused Evaluation Option (FEO) focuses on improvement of teaching skills, content knowledge, techniques and abilities. A teacher on the FEO will still be accountable for all components in the rubric. Upon agreement with the evaluator, if a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the FEO. The teacher can stay on the FEO for three (3) years before returning to the Comprehensive Evaluation. The teacher can initiate a move from the Focused to the Comprehensive Evaluation. The evaluator can initiate a move from the Focused to the Comprehensive Evaluation if there is evidence of a performance deficiency.

- A. The professional growth activity shall be proposed by the teacher at the goal setting conference, but must be mutually agreed upon with the evaluator. If the two cannot agree upon the professional growth activity, the educator shall stay on the Comprehensive Evaluation System.
- B. The professional growth activity needs to be tied to one (1) of the eight (8) state evaluation criteria. If the educator chooses criterion 1, 2, 4, 5, 7 or 8, they must also complete the student growth components in criterion 3 or 6.
- C. The role of the evaluator is to assist the teacher in developing the professional growth activity and then to assist in its implementation, particularly by making reasonable efforts to provide the resources to implement it.
- D. If an educator receives a score higher than their previous Comprehensive Evaluation, they will receive the higher score. If an educator receives a score equal to or lower than their previous Comprehensive Evaluation, they will receive the previous score.
- E. A group of teachers may focus on the same evaluation criteria and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.
- F. Observations and conferences for the focused evaluation shall follow the guidelines set forth in the Comprehensive Evaluation process, Section 6, above.
- G. If an educator receives less than Proficient in any criterion on the comprehensive evaluation, then the educator shall focus on that criterion.

SECTION 8 – 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. For focused evaluations, the student growth component scores are calculated with the other components in the selected criterion. For comprehensive evaluations, evaluators add up the raw score on these components and the educator is given a score of low, average or high based on the scores below:
 - 1. 5-12 Low
 - 2. 13-17 Average
 - 3. 18-20 High
- B. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher’s assignment. It will include teacher-initiated formal and informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time shall not be used to calculate a teacher’s student growth criterion score.
- C. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score.
- D. If a teacher receives a Low student growth score on the summative evaluation, the teacher and evaluator will mutually agree to engage in one or more of the following:
 - 1. Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
 - 2. Examine extenuating circumstances, possibly including goal setting process/expectations, student attendance, and curriculum/assessment alignment;
 - 3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices; and
 - 4. Create and implement a professional development plan to address student growth areas.

SECTION 9 – SUPPORT FOR BASIC AND UNSATISFACTORY

- A. The Association will be notified when any teacher is judged below Proficient within ten (10) school days.
- B. When a non-provisional teacher is judged below 3 – Proficient, the following conditions and provisions shall be granted to the educator to support their professional development:
 - 1. The teacher shall be granted up to four (4) days of leave to observe colleagues' instruction;
 - 2. A mentor will be assigned; such mentors shall be given the opportunity to observe the educator's classroom;
 - 3. Participation in a voluntary structured support plan pursuant to Section 11: D, E and F;
 - 4. Additional supports may include, but are not limited to, university course work, peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).
- C. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15 the following year. If the first formal observation in that following year results in ongoing and specific performance concerns, a structured support plan pursuant to Section 11: D, E and F will be written to presented to the educator by November 1 and completed prior to completion of the comprehensive evaluation.

SECTION 11 – PROBATION

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

- A. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is 1 – Unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below 3 – Proficient for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall be placed on probation.
- B. Teachers may only be placed on probation from the Comprehensive Evaluation System described above.
- C. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
- D. In the event an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the superintendent. The report shall include the following:
 - 1. The evaluation report prepared pursuant to the provisions of Section 6 above; and
 - 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- E. If the superintendent concurs with the administrator's judgement that the performance of the educator is unsatisfactory, the superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15 is less than 2 – Basic. Before being placed on probation, the Association and the teacher shall be given notice of action of the superintendent which shall contain the following information:
 - 1. Specific areas of performance deficiencies identified from the instructional framework;
 - 2. A suggested specific and reasonable program for improvement;

3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area of areas of deficiency.
- F. A plan of improvement will be developed and will include the specific evaluative criteria which must be met, and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation, will include supports provided and funded by the District, and the dates those supports will be put into place.
- G. Evaluation During the Probationary Period:
1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
 2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
 3. During the probationary period, the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 6 above shall apply to the documentation of observation reports during the probationary period.
 4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
- H. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. The teacher must be removed if a teacher with five (5) or fewer years of experience scores at 2 – Basic or above and a teacher of more than five (5) years scores at 3 – Proficient or above.
- I. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.
- J. Evaluator's Post-Probation Report: Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the superintendent at the end of the probationary period which shall identify whether the performance of the probationary teacher has improved, and which shall set forth one (1) of the following recommendations for further action:
1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
 3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.
- K. Action by the Superintendent: Following a review of any report submitted pursuant to paragraph J above, the superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
- L. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.
- M. Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher's file for three (3) years and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed.

SECTION 12 – NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with more than five (5) years of experience receives a comprehensive summative evaluation rating below 3 – Proficient for two (2) consecutive years, the District shall, within ten (10) days of the completion of the final evaluation conference or May 15, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW 28A.405.300.

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

SECTION 13 – DOCUMENTATION

Electronic Record Keeping

The District shall adhere to the following:

- A. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
- B. Teachers shall have access to their eVAL account in subsequent years.
- C. Evaluators shall notify the teacher of any additional evidence submitted to eVAL within forty-eight (48) hours.
- D. Any and all data entered into eVAL shall be considered confidential, and not be subject to public disclosure.

SECTION 14 – EVALUATION RESULTS

- A. Evaluation results shall be used:
 1. To acknowledge, recognize, and encourage excellence in professional performance.
 2. To document the level of performance by a teacher of his/her assigned duties.
 3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
 4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
- B. Evaluation results shall not be:
 1. Shared or published with any teacher identifying information.
 2. Shared or published without notification to the individual and Association.
 3. Used to determine any type of base or additional compensation.
 4. Used solely to determine assignment, placement, or job status.
- C. Evaluators shall not consider school or District-wide scores when evaluating individual scores, i.e. nothing prohibit an evaluator from evaluating all teachers as Distinguished within a school.

Alignment of Washington State Teacher Evaluation Criteria with 5D+™ Rubric for Instructional Growth and Teacher Evaluation, Version 3

1. Centering instruction on high expectations for student achievement.	P1	Learning target(s) connected to standards
	P4	Communication of learning target(s)
	P5	Success criteria
	CEC2	Learning routines
2. Demonstrating effective teaching practices.	SE1	Quality of questioning
	SE4	Opportunity and support for participation and meaning making
	SE5	Student talk
	CP5	Use of scaffolds
3. Recognizing individual student learning needs and developing strategies to address those needs.	SE2	Ownership of learning
	SE3	Capitalizing on students' strengths
	CP4	Differentiated instruction for students
	A4	Teacher use of formative assessments
4. Providing clear and intentional focus on subject matter content and curriculum.	P2	Lessons connected to previous and future lessons, broader purpose and transferable skill
	CP1	Alignment of instructional materials and tasks
	CP2	Teacher knowledge of content
	CP3	Discipline-specific teaching approaches
	P3	Design of performance task
5. Fostering and managing a safe, positive learning environment.	CEC1	Classroom arrangement and resources
	CEC3	Use of learning time
	CEC4	Student status
	CEC5	Norms for learning
6. Using multiple student data elements to modify instruction and improve student learning.	A1	Student self-assessment
	A2	Student use of formative assessments over time
	A3	Quality of formative assessment methods
	A5	Collection systems for formative assessment data
7. Communicating and collaborating with parents and the school community.	PCC2	Communication and collaboration with parents and guardians
	PCC3	Communication within the school community about student progress

8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	PCC1	Collaboration with peers and administrators to improve student learning
	PCC4	Support of school, district and state curricula, policies and initiatives
	PCC5	Ethics and advocacy

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APPENDIX D

STEP ONE GRIEVANCE – FORM A

Formal Grievance Presentation

To be completed by aggrieved person and submitted within five (5) days after the informal meeting to his/her immediate supervisor.

Aggrieved Person(s): _____

School: _____

Principal: _____ Date of Formal Presentation: _____

Name of Association Building Representative: _____

Statement of Grievance and Relief Sought:

STEP ONE GRIEVANCE REPLY – FORM B

Decision of Immediate Supervisor

To be completed by immediate supervisor, or other appropriate administrator, within five (5) days of completion of formal grievance presentation.

Aggrieved Person(s): _____

School: _____

Principal: _____ Date of Formal Presentation: _____

Decision of principal (or other administrator) and reasons therefore:

Signature of Principal

Date of Decision

Aggrieved Person's Response: *(To be completed within two (2) days of decision)*

- I accept the above decision of the principal or other administrator
- I hereby refer the decision to the Association's Contract Maintenance Committee for appeal to the superintendent

I hereby refer the above decision to the superintendent

Signature of Aggrieved

Date of Response

STEP TWO GRIEVANCE – FORM C

Notification of Appeal

To be completed by the Ocean Beach Education Association and submitted to the superintendent or his/her official designee within five (5) days of receipt of the immediate supervisor's written decision.

Aggrieved Person(s): _____

School: _____

Principal: _____ Date of Formal Presentation: _____

Name of Association Building Representative: _____

Statement of Grievance and Relief Sought:

In accordance with Step Two of the Certificated Staff Grievance procedure:

The Chairman of the Contract Maintenance Committee, _____, hereby notifies you that this grievance is being appealed.

Chairman Signature

Date

STEP TWO GRIEVANCE REPLY – FORM D

Decision by Superintendent

To be completed by the superintendent or his/her official designee within five (5) days after the hearing with aggrieved and Association Contract Maintenance Committee Representative.

Aggrieved Person(s): _____

Date of Formal Presentation: _____

Date Appeal Received by Superintendent: _____

Date Hearing Held by Superintendent: _____

Decision of superintendent and reasons therefore:

Signature of Superintendent

Date of Decision

Aggrieved Person's Response: *(To be completed within two (2) days of decision)*

- I accept the above decision of the superintendent
- I hereby appeal to the Board, through the Association Contract Maintenance Committee, in compliance with Step Three of the Certificated Staff Grievance Procedure.

Signature of Aggrieved

Date of Response

STEP THREE GRIEVANCE – FORM E

OBEA Appeal to Board of Directors

To be completed by the Ocean Beach Education Association and submitted to the Board within five (5) days of receipt of the superintendent's or his/her official designee's written decision.

Aggrieved Person(s): _____

School: _____

Principal: _____ Date of Formal Presentation: _____

Name of Association Building Representative: _____

Statement of Grievance and Relief Sought:

In accordance with Step Three of the Certificated Staff Grievance procedure:

The Chairman of the Contract Maintenance Committee, _____, hereby notifies you that this grievance is being appealed.

Chairman Signature Date

STEP THREE GRIEVANCE – FORM F

Decision of the Board of Directors

To be completed by the Board within two (2) days after completion of the hearing with the aggrieved and the Association Contract Maintenance Committee Representative.

Aggrieved Person(s): _____

Date of Formal Presentation: _____

Date Appeal Received by Board of Directors: _____

Date Hearing Held by Board of Directors: _____

Decision of Board of Directors and reasons therefore:

Signature of Chairman of the Board

Date of Decision

Aggrieved Person's Response: *(To be completed within one (1) day of decision)*

- I accept the above decision of the Board
- I hereby appeal for binding arbitration, through the Association Contract Maintenance Committee, in compliance with Step Four of the Certificated Staff Grievance Procedure.

Signature of Aggrieved

Date of Response

STEP FOUR GRIEVANCE – FORM G

Determination Regarding Arbitration

To be completed by the Association President and Contractor Maintenance Committee Chairman within five (5) days after meeting with the Board of Directors.

Aggrieved Person(s): _____

Date of Formal Presentation: _____

Association President: _____

Date Request for Arbitration Received: _____

Determination by Association:

- The Association, through its Contract Maintenance Committee, has determined that this grievance is not meritorious and/or that submitting it to arbitration is not in the best interest of the school system. The grievance, therefore, is closed.
- The Association, through its Contract Maintenance Committee, has determined that this grievance is meritorious and that submitting it to arbitration is in the best interests of the griever. The grievance, therefore, is hereby submitted to arbitration.

Signature of Contract Maintenance Chairman

Date of Determination

Signature of Association President

Designation of Arbitrator:

To be completed by the Board Chairman or designee and the Association President or designee for President within five (5) days of submission to the Board of the Association the determination to submit the grievance for arbitration.

Association and Board: _____

Name of Arbitrator: _____

As the Arbitrator to whom the appended grievance is hereby submitted.

Signature of Association President

Date of Designation

Signature of Board Chairman