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PREAMBLE

This Agreement is by and between the Olympia School District III hereinafter called the "District", and the Olympia Education Association, hereinafter called the "Association". The Olympia Education Association is affiliated with the Washington Education Association (WEA) and the National Education Association (NEA).

ARTICLE I RECOGNITION

Section I The Association

Pursuant to RCW CH. 41.59, the parties jointly recognize the Association as the exclusive bargaining agent for non-supervisory certificated personnel, and excluding employees employed in the positions of Superintendent, Assistant Superintendent, Director of Business & Personnel Services, Director of Curriculum and Staff Development, Special Services Director, Special Services Assistant Director, Administrative Assistant, Coordinator, Supervisor, Principal, Assistant Principal, Vice Principal, confidential employee, and other employees who are excluded by law; PROVIDED that any coordinator or supervisor whose teaching assignment is half time or more shall be represented by the Association.

Substitute certificated employees are regular part-time employees of the District if they meet one of these criteria: he or she is employed by the District in positions where it is anticipated or comes to pass that a member of the bargaining unit will be absent from his or her regular assignment and will be replaced in such assignment for a period in excess of ten consecutive work days; he or she worked forty-five days in the previous year; or he or she has worked more than fifteen days in the current year.

Substitute certificated employees who have worked for the district for 20 consecutive days or for 30 cumulative days during any continuous twelve month period and who remain available to perform certificated substitute work, shall be considered as members of the bargaining unit; however, only the following provisions of this contract shall be applicable to such certificated employees: The Provisions of Article I; II (except 10 and 11); III, 1; III, 3; III, 4; III, 7; III, 9, III, 10; IV, 1; IV, 4; VI; X, 1, B; X, 4; XIII and XIV.

Substitutes will be converted to regular salary schedule placement: if they have worked forty-five continuous days in the same assignment.

Upon request, substitutes will be reviewed for possible conversion to regular salary schedule placement, if the individual on leave has no sick leave or the substitute has full planning and reporting responsibilities.

Substitute teachers will, upon completion of a user agreement, be granted access to the District's computer system.

The parties agree that a substitute teacher may use the preparation period normally assigned to the teacher being replaced for preparation purposes; PROVIDED that a principal may require a substitute to work during that period if the substitute is employed for the express purpose of "floating" from one teacher's class to another and PROVIDED further that a principal may ask that a substitute teacher use preparation time for other than personal preparation purposes (as is the case with regular teachers). The parties further agree that substitute teachers are subject to the same provision regarding dispensing of medication as regular Article III. Section 9).

Section 2 Management Rights

The management of the District and the direction of the work force are vested with the Employer subject to the terms of this Agreement. All matters not covered by the language of this Agreement shall be administered for the duration of the Agreement by the Employer in accordance with such policies and procedures as it from time to time shall determine. In exercising this prerogative, the Employer agrees that nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from current salary schedules or other monetary benefits. This Agreement shall supersede all written policies or practices which are contrary to or inconsistent with its terms, and further provides that no policies or practices will be adopted which are contrary to or inconsistent with its terms, during the period of this Agreement.

ARTICLE II ASSOCIATION RIGHTS

Section 1 Use of Buildings, Equipment, Communication Services and Bulletin Boards, Hold Harmless

A. Use of Buildings

The Association will have the right to use school-building facilities for meetings outside of school hours pursuant to the following guidelines:

1. The buildings and grounds of the District are primarily for school district use. No use of facilities will be approved which interferes with the school program.
2. Before a District facility may be used, approval must be obtained on the appropriate application form supplied by the District.

B. Use of Equipment

The Association will have the right to use District office equipment pursuant to the following guidelines:

1. Such use of District equipment shall be subject to the approval of the building administrator and shall not be approved when such use will interfere with the school program.
2. The Association shall reimburse the District for the cost of any repairs or damages to equipment, which is shown to result from Association use.

C. Use of District Communication Services

The Association shall have the right to use the District's communication services (e.g. mail service, email, teacher mailboxes, phones, etc) for communication purposes in compliance with state laws and regulations and the terms and conditions of this Agreement, provided that the use of the communication service shall not disrupt or interfere with normal District operation.

D. Use of Bulletin Boards

A bulletin board will be provided in each school for the use of the Association. Bulletins posted by the Association are the responsibility of the officials of the Association and shall be limited to official Association business. The District shall not assume responsibility of any liability for notices posted.

E. Hold Harmless

The Association expressly agrees to indemnify and hold the District harmless against any and all claims, demands, suits, attorneys' fees, or other forms of liability that may arise out of or by reason of the District's compliance with the terms of this section.

Section 2 Distribution of the Agreement

Within thirty days following ratification, copies of this Agreement shall be duplicated in sufficient quantity for distribution to employees. The cost of such duplicating shall be borne by the District. The Association shall be responsible for making available copies of the Agreement to all employees represented by the Association. New employees hired after the initial distribution shall be provided with a contract in their employee packet from Human Resources.

Section 3 Access and Association Business

Duly authorized representatives of the Association shall be permitted access to District buildings for the purpose of transacting official Association business; provided that such access and transacting of Association business shall not disrupt or interfere with normal District operations as determined by the administration.

Section 4 Availability of Information

The District shall make available to the Association, within three working days after the President's request to the Superintendent, information needed in the representation of members of the bargaining unit. If additional time is necessary to compile information, this three-day period will be extended at the District's request. Such information shall include financial data, information that may be necessary for the processing of grievances or complaints, or information needed for the preparation of bargaining proposals.

Upon receipt of a written request, the District will make available for the Association a copy of:

- A. Each medical, dental and liability insurance contract applicable to employees covered by this Agreement.
- B. The administrative procedures for the placement of employees on the Salary Schedule (App. C).
- C. The names of all substitute certificated personnel within the Public Schools Personnel Cooperative (PSPC) as such list is available from the PSPC.
- D. A list of new employees represented by the Association immediately after action by the Board to hire them.
- E. A list of job descriptions for all bargaining unit positions.

Personnel information required by the Association shall be made available as permitted under state and federal laws and regulations provided that a signed request is submitted by the employee involved designating the information to be released.

Section 5 Association Meetings

The Association agrees that meetings of members will not interfere with the school program as determined by the building administrator. The District acknowledges that Association meetings generally will be held on Wednesday afternoons, after school hours, and will instruct administrative personnel to avoid scheduling other meetings, which would interfere with Association meetings.

Section 6 Orientation Program

The Association shall be given sufficient time at the beginning of the work year to present Association programs at the orientation meeting for new teachers.

Section 7 Association Exclusivity

Throughout this Agreement certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions and practices of the District. These rights and functions are accorded to the Association as the legal representative for all employees covered under this Agreement.

Section 8 Association Consultation

The Association may consult with the District on any proposed major instructional program or other major change. The Board will continue its practice of two readings prior to final action on proposed policies as provided in Board Bylaw 9510. The District agrees to invite OEA bargaining unit members to serve on any district-wide committee charged with curriculum development and development of in-service training projects.

Section 9 Board Agenda

The District shall place on the agenda of each regular or special Board meeting, for consideration under the appropriate portion of the agenda, any matters so requested by the Association.

Section 10 Released Time for Association Members

- A. Upon written request of the Association, the District shall grant Association members released time of limited duration, without loss of pay or fringe benefits, for the purpose of conducting Association business. Such released time will not exceed eight days per year for an individual employee or a total of fifty-five days annually for all employees. Such released time will be granted if the building principal or program supervisor agrees that the release is consistent with the orderly conduct of the school or program, and dependent upon the availability of a satisfactory substitute.
- B. The District shall make salary and all other benefit payments to and on behalf of the Association member on released time as if he/she were not on released time. PROVIDED, that the Association shall reimburse the District for the cost of the released employee's substitute.

- C. In the event that the State Auditor, Attorney General, or court of competent jurisdiction determines or rules the above released time provisions to be contrary to law or regulation, the said released time provisions shall thereupon be determined null and void, and all necessary adjustments shall be made by the District and the Association to conform to the law as determined by the Auditor, Attorney General or court of competent jurisdiction, and the Association shall reimburse the District for any funds determined to have been paid improperly by the District.
- D. In the event the Association fails to reimburse the District, the amount for the released time shall be deducted from the employee's salary check.
- E. The Association expressly agrees to indemnify and hold the District harmless against any and all claims, demands, suits, attorney's fees, or other forms of liability that may arise out of or by reason of the District's compliance with the terms of this Section.

Section 11 Association Security

A. Membership

- 1. It is recognized that the negotiation and administration of this Contract entail expenses, which appropriately are shared by all employees who are beneficiaries of this Contract. The terms and conditions of this Contract in regard to Association membership or the payment of an agency shop fee or alternatives as provided in accordance with Chapter 41.59.100 RCW are set forth below.
- 2. New employees (i.e., first hired for the ensuing year) may elect to become members of the Association or may pay an agency shop fee equivalent to the dues of the Association. New employees who fail to authorize payroll deductions will have the agency shop fee deducted from their salary and paid to the Association, pursuant to Chapter 41.59 RCW.
- 3. An employee who was a member of the Association as of June 1, 1978, and all members of the bargaining unit hired subsequent to that date, shall thereafter maintain his or her membership in good standing in the Association during the life of this Contract or pay an agency shop fee equivalent to the dues of the Association, pursuant to Chapter 41.59 RCW.
- 4. Individuals, who were employees of the District but not members of the Association on June 1, 1978, shall be exempted from the maintenance of membership and agency shop provisions of this section. Such exemptions shall continue as long as such employees remain employees of the District. If said employee joins the Association or chooses to pay an agency shop fee, said employee shall remain a member in good standing or pay agency shop fees for the life of this agreement.
- 5. The District shall furnish the Association a listing by name of all bargaining unit employees employed by the District and their school locations by September 15 of each year. A list of corrections and changes to this list shall be furnished to the Association at monthly or other agreed-upon periods thereafter.

B. Payroll Deduction for Association Dues and Agency Shop Fees

- 1. With respect to each employee obliged to be an Association member or to pay an agency shop fee under the terms of A (2) or A (3) or A (4) above, the District shall, upon receipt of an appropriate authorization form provided by the District, make a monthly payroll deduction in the amount of the Association's regular and usual required monthly dues.
- 2. Each month the District shall promptly remit to the Association by check those monies deducted under A (2), A (3), A (4) and A (5) above.

Section 12 Released Time for the Association President

- A. The President of the Association shall be granted released time without loss of pay or fringe benefits for at least one-half (1/2) of the contractual work year from one of the following options:
 - 1. One-half (1/2) day a.m. all year (1st half of the day);
 - 2. One-half (1/2) day p.m. all year (2nd half of the day);
 - 3. One-half (1/2) year, either semester at the discretion of the President with prior written notification to the District. Notification will be made by July 1.
 - 4. Full time at the discretion of the President with prior written notification to the District. Notification will be made by July 1.

Arrangements for released time other than the above will be allowed with mutual consent by both parties. The purpose for the released time shall be to deal with issues related to Collective Bargaining, handling of grievances, contract compliance and other concerns of the District and employees.

- B. In consideration for this release time, the association will fully reimburse the employer for the salary and benefits as the Association President. Such payment will be in twelve monthly installments.

- C. In the event that the State Auditor, Attorney General, or a court of competent jurisdiction determines or rules the terms of this section to be contrary to law or regulation, said section shall thereupon be determined null and void, and all necessary adjustments shall be made as required by the Auditor, Attorney General, or court of competent jurisdiction, and the Association shall reimburse the District for any funds determined to have been paid improperly by the District.
- D. The Association expressly agrees to indemnify and hold the District harmless against any and all claims, demands, suits, attorney's fees, or other forms of liability that may arise out of or by reason of the District's compliance with the terms of this article.
- E. The Association President shall be returned to his/her former position or a comparable position upon completion of his/her term of office as President of the Association.

ARTICLE III EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1 Non-Discrimination Clause

The District and the Association will act in lawful compliance with federal and state laws and regulations regarding non-discrimination of employees.

Section 2 Right to Due Process

No employee shall be disciplined, warned, reprimanded, suspended, reduced in rank or compensation, discharged, non-renewed, terminated or adversely affected in any way without just and sufficient cause. In the event a principal or supervisor feels that a particular behavior is unacceptable on the part of an employee, special monitoring shall be initiated. Discipline of staff members shall normally be progressive in routine cases of unsatisfactory behavior or performance to consist of the following steps:

(1) an initial informal conference with only the principal or supervisor (The principal and the employee must sign the Step 1 Conference form - Appendix L);

(2) if unsatisfactory behavior persists, special monitoring will be initiated by the principal or supervisor, a second conference will be held with the employee and a written note entered in the employee's building level personnel file as to the problem and directed remedy;

(3) if the subject behavior continues, a conference shall be held and a formal written reprimand shall be placed in the employee's district level personnel file specifying the problem, directed remedy, and possible consequences;

(4) should the employee's behavior continue to be unsatisfactory, the principal or supervisor shall recommend suspension with pay, suspension without pay or discharge whichever is considered by the District as appropriate. Prior to the implementation the reasons for suspension with pay, suspension without pay or discharge shall be in writing and delivered to the affected employee as prescribed in this Agreement.

Nothing in this section shall limit the District in taking immediate and severe disciplinary action in cases of sudden and/or extraordinary behavioral or performance problems. An employee shall have a right to have present a representative of his/her own choosing in any formal hearing as provided in the grievance procedure.

In the above section an employee may, upon his/her request, have a representative present at steps (2), (3) and (4) only. It is agreed that disciplinary matters pursuant to this article shall be subject to the grievance procedure contained in this agreement except matters relating to evaluation, probation, non-renewal or discharge which shall be subject to appropriate statutes, regulations and provisions of this Agreement.

Any complaint of a disciplinary nature made against a unit member, and the name of the complainant will be brought to the attention of the member within ten working days, except in cases where the complaint involves a serious violation of law and premature notification could jeopardize the necessary investigation. If an employee is not advised of the complaint in accordance with these standards, it shall not be used in future disciplinary actions or evaluations.

Section 3 Academic Freedom

It is expressly agreed that controversial issues are part of the District's instructional program when related to subject matter in a given grade level or specific curricular fields. The teachers will use professional judgment in determining the appropriateness of the issues to the curriculum and the maturity of the students. Questionable matters should be referred to the principal for decision. Resource speakers must be approved in advance by the principal.

In the presentation of all controversial issues, every effort will be made to affect a balance of biases, divergent points of view and an opportunity for exploration by the students into both sides of the issue. In discussing controversial issues a teacher will encourage students to express their own views, assuring that it be done in a manner which gives due respect to the rights and opinions of others. When discussing controversial issues, the teacher will respect the positions other than his/her own. Students will be encouraged, after class discussion and independent inquiry, to reach their own conclusions regarding controversial issues.

No mechanical or electronic device will be utilized to observe, or place under surveillance any certificated employee without his/her knowledge and consent. This does not preclude the use of communication systems for ordinary school use.

If a teacher disagrees with a grade change he or she may appeal the decision. The process for an appeal is outlined in Appendix N.

Section 4 Liability/Personal Property Protection

- A. The employer agrees to provide for every employee covered by and during the terms of this Agreement liability insurance, as set forth in RCW 28A.400.360, in the amount of not less than \$250,000 in case of suit arising from or in the performance of duties.

This coverage shall apply for any employee on or off District premises: Provided that such employee at the time of the act or omission was involved in an authorized school-related activity; provided further that any insurance maintained by the District which inures to the benefit of employees shall be subject to the policy terms and aggregate limits.

- B. The District shall maintain such coverage in the District's liability policy as is necessary to assure that the insuring company waives all rights to recovery from any certificated employee any money paid on behalf of the District and/or employees.
- C. During the instructional year, an employee's personal educational property used for classroom educational purposes that is stolen, damaged or destroyed shall be replaced or repaired by the employer within the following limitations:
1. Loss or damage to the property as a result of employee negligence shall not be covered by this provision.
 2. Employer's coverage of employee's personal property shall not exceed \$250.00 per occurrence.
 3. Claims for clothing damages caused by the action of others, equipment that malfunctions, or otherwise through no fault of the employee will be covered under this provision.
 4. Claims for damage to automobiles while the employee is performing school business will be considered under this provision.

Employees may file a claim by completing the appropriate form (Appendix M) and submitting it to their administrator.

Section 5 Personnel Files

For purposes of this section, "personnel files" shall be defined to include those maintained as written material, electronic data, audio, or other forms of media.

- A. Certificated employees shall be permitted to inspect all contents of their personnel files kept within the District.
- B. Confidential letters of recommendation and other confidential records received prior to employment shall be destroyed or returned to the source.
- C. College and/or university credentials, which are retained by the District, are subject to review by the employee as provided by RCW 28A.58.445.
- D. Employees will be provided copies of any letter of reprimand, complaints or evaluative materials added to the personnel file within ten days of said addition. The employee shall have the opportunity to attach his/her own

answer or comments. At the request of the individual, a review committee will meet to determine if a letter of reprimand will be removed from the employee's file. The request may be made after the letter has been in the file for one year from the date the item is initially placed in the employee's file and each subsequent year if denied. Decisions of the committee may be appealed to the Superintendent or his/her designee. The committee will consist of the supervisor who wrote the letter, the personnel director, and two OEA representatives.

- E. All materials placed in personnel files will have member's signature and date of entry placed on them. The signature indicates the employee has seen the document(s). It does not necessarily indicate agreement with the content.
- F. Materials in building level personnel files will annually be sent to the District personnel file or discarded by the end of the contract year.

Section 6 Professional Visitation, Conferences, and Meetings

A. Building Funds

The employer recognizes the value of professional visitations by certificated staff members to other schools within and outside the District, attendance at professional instructional improvement conferences and other meetings within limits established by the employer.

Monies budgeted for professional visitations, conferences and meetings shall be allocated by the employer to each building at the rate of one day's substitute pay (long term) or monetary equivalent per OEA member FTE. The total amount allocated to each FTE may be applied to the cost of a substitute when they utilize a visitation, or an equivalent amount applied to the cost of a workshop, meeting, or conference. Members who wish to access the fund shall do so by submitting a visitation form (see appendix P) to the building staff development chair for approval of the building principal/administrator.

An accounting of the funds in this account will be shared with the staff at the beginning of the year, the mid-point of the year, and at the close of the school year. If the money allocated for the building is not utilized in any calendar year it shall be carried over to the subsequent year and will be kept in a line item designated for visitation, conferences and meetings. Carry over money in this fund will not increase the fund beyond the equivalent of twice the yearly allocation total. Once this limit is reached, the remainder (or all) of the carryover money will be placed in the District PGO fund to increase that total beyond \$15,000.

B. District Funds

The District may also send representatives for visitations, conferences or meetings. Payment for expenses of such activities shall include the following:

1. Full Payment Leave
Substitute and approved expenses paid by the District. This category applies to employees representing the District, with District approval at visitations, professional conferences, meetings, symposiums and seminars.
2. Partial Payment Leave
Substitute and/or other approved expenses shared by the District, an outside agency and/or the employee. This category applies to employees representing the District, with District approval, in cooperation with outside agencies at visitations, conferences, meetings, symposiums and seminars.

Section 7 Worker's Compensation

Each employee is covered by Washington State Industrial Insurance. The District's coverage is handled by the ESD 113 Worker's Compensation Trust. In the event of an injury an employee should follow the procedure below:

- A. Complete the report entitled "Report of Accident/Injury" (Appendix I) Part I of the form is to be completed by the employee and Part III if pertinent; Part II is to be completed by the supervisor or principal. If the employee does not intend to seek medical attention then this is the only report that need be filed. If the employee intends to seek medical help then a second report must also be filed (see B. below). This form is to be forwarded to the District Payroll Department.
- B. If the employee intends to obtain medical attention then he/she should fill out the top 2/3 of the form entitled "Self Insurer Accident Report" (Appendix J); the bottom portion is to be filled out by other District employees. This form, when completed, should also be forwarded to the District Payroll Department.
- C. An employee may elect to receive only time loss compensation, rather than utilize available sick leave credits.
- D. Should an employee elect to receive both time loss compensation and paid sick leave, the District shall pay the difference between the employee's time loss compensation and his/her regular salary, provided that he/she has sick leave credit.

- E. Should an employee apply for time loss compensation and the claim is then or later denied, sick leave may be used for the absence in accordance with other provisions of this section.
- F. Until eligibility for worker's compensation is determined by the Department of Labor and Industries, the District may pay full sick leave if available, provided that the employee shall return any subsequent overpayment to the District.
- G. No employee shall be forced to sign a letter of release against any further claims.

Section 8 Subcontracting

Duties that are to be performed by certificated employees shall be so reserved.

Section 9 Dispensing of Medication

No employee shall be required by the employer to dispense or administer medication except for the school nurse and as allowed by state law.

Section 10 Length of Workday

The total length of an FTE employee's instructional workday is defined as seven hours and seven minutes, exclusive of a thirty-minute duty-free lunch, which shall include scheduled preparation time and actual class time.

For the purposes of staff development compensation and sick leave computation only, the workday is defined as six hours. For the purposes of LID compensation, the workday for an FTE employee is defined as seven hours and seven minutes.

Any staff member who begins work at a secondary school and finishes at an elementary school will have his/her schedule adjusted so his/her workday is consistent with the contracted length.

Required meetings

With the exception of emergencies, teachers shall not be required to attend more than three staff meetings per month, on a yearly average, which would extend the instructional workday. Bargaining unit members may leave any meeting that extends one hour past the WAC time requirement provided that they notify their principal prior to the meeting.

Mandatory meetings (HIV, Sexual Harassment, CPR, First Aid, Program Adoption, etc.) will be:

- a. In lieu of a staff meeting;
- b. Covered as (a) staff development day(s); or
- c. Paid at per diem rate.

A staff member who works at more than one school will work with administrators to establish a meeting schedule that allows them to keep current at each school but not require them to exceed the normal meeting obligations of a member who works at only one school.

Released Days

Students will be released two and one half-hours early on each of two days per year. The use of all the days is at the individual teacher's discretion. The half days may be used in the morning or afternoon.

The days will be scheduled as follows:

All Elementary Schools

- 1. The last day of the first quarter.
- 2. The last day of the second trimester.

All Middle Schools

- 1. The last day of the first quarter.
- 2. The last day of the first semester.

Capital and Olympia High Schools

- 1. The last day of the second six week grading period.
- 2. The last day of the first semester.

With the prior approval of the building principal, kindergarten teachers who use this time in their normal conferencing prior to the beginning of the contract year are not required to stay longer than one half hour after students are dismissed.

Emergency Situations

No teacher will be required to stay at school beyond the contracted workday in emergencies unless the District has presented a plan to deal with such cases and the plan is agreed to by both parties.

If a bargaining unit member believes that he or she is unsafe attending any home visit, he or she may ask the Director of Special Education for permission not to go and for assistance in designing alternate home visit arrangement. If permission is denied the bargaining unit member may appeal the decision. The appeal will be heard by the Assistant Superintendent for Curriculum, the Personnel Director and the Association President.

Section 11 Preparation Time

Full-time high school teachers shall be given the equivalent of one class period per day to be used for teacher preparation.

Full-time middle school teachers shall be given one class period per day to be used for teacher preparation; except that schools operating on a drop schedule will have one day in each seven day cycle when the preparation time is not available. On the days that middle school teachers do not have a planning period, they shall be excused from other non-teaching duties that occur during the student school day.

Schools operating on a seven period day or on a drop schedule get less time for planning than those in the traditional six period class. In order to partially compensate middle school teachers for missing prep time, each regular middle school classroom teacher will receive the equivalent of three days long term substitute pay per year. Payment for these days shall be in two equal payments distributed on the January and June warrants.

Secondary Teachers with five or more preparation periods will be paid 5% of the base salary. Block classes count as one preparation for each subject taught. Classes at different grade levels count as different preparation periods as long as the lesson plans are substantially different (i.e., 6th grade block/8 grade block, 10 English, 11 English, first year world language or second year world language).

Every effort will be made to assure that beginning teachers are not assigned a schedule with more than three preparations.

Elementary teachers in grades 1-5, special education and itinerant support personnel will receive 35 continuous minutes per day during the work day for preparation purposes plus an additional ten minutes at a different time; the additional ten minutes is not to extend an existing recess to longer than twenty minutes and its placement within the schedule will be determined by the building after receiving input from staff members. It is understood that the building may set preparation periods at a time other than immediately preceding or following lunchtime.

Kindergarten, and other full-time employees not covered above, shall be given no less than two hundred twenty five minutes per week as preparation time. Kindergarten and pre-school teacher preparation time shall exclude the time needed to accompany his/her class to and from the bus.

Present practice includes the latitude for a teacher to use preparation time for an important need other than class preparation and for administrators to request a teacher to use preparation time for other than personal preparation purposes. It is understood that this latitude is intended to cover occasions occurring infrequently during the school year.

Only in the case of an emergency may a classroom teacher be required to substitute for another teacher. Teachers who are required, or agree, to substitute for another teacher will be paid the hourly curriculum rate for each period or its equivalent. The total amount paid per day shall not exceed the daily rate for a long-term substitute. If an OEA member is requested to represent another teacher at any hearing held during the school day and is approved by the building administrator, his or her substitute will be paid under this provision.

Bargaining unit members, other than classroom teachers, who are required to substitute for another teacher will be paid one hour at the hourly curriculum rate.

Substituting is defined as going into another teachers class to teach that class or taking another teacher's students in addition to his or her own.

Section 12 Length of Contract

The total length of the regular employee's individual contract shall be one hundred eighty two days (If LID funding from the state is discontinued the length of the contract shall revert to one hundred eighty days.); PROVIDED, that teachers and other bargaining unit members new to the District shall be required to work an additional orientation day. The employee will be paid at a per diem rate for working this day. Each bargaining unit member, including new staff, shall also work the day prior to the beginning of school and be paid at the per diem rate.

Payment for the day prior to the beginning of school will be tabulated by negative check-off. Staff members will automatically be paid for it in October's warrant unless:

1. The principal or other supervisor has notified payroll of the employee's absence. (or)
2. The employee has requested that payment be converted to tuition.

Section 13 Extended Contracts

Any employee whose regular contract is extended beyond one hundred eighty two days shall receive additional compensation based on one/one-hundred eighty-two (1/182) of the employee's regular contracted salary for each day of the contract extension. (This shall not apply for summer school teaching, curriculum development projects, extra-curricular or supplemental assignments.) (If LID funding from the state is discontinued, additional compensation shall be based on 1/180th of the employee's regular contracted salary for each day of the contract extension.)

The pay rate for curriculum development projects shall be the base salary x .00105.

Section 14 Optional Workday

A. All Staff

1. Up to eight and one-half days will be paid at per diem rate if the employee works in his/her building or at a site pre-approved by his/her administrator. Verification of completed optional days must be submitted by June 30th of the school year in which it is earned.

The following activities are acceptable for use of optional days:

- a. Preparation for opening and or closing of school.
- b. Conferencing with parents that extend beyond the school day and are not part of the normal conference schedule.
- c. Supporting student activities.
- d. Tutoring.
- e. Evaluating student work.
- f. Attending workshops, in-services, and classes (including, but not limited to, building and district staff development offerings).
- g. Planning instruction with other staff members (including, but not limited to, implementation of building based student improvement plans).
- h. Attending building and district meetings and programs that extend the contract day, such as faculty meetings, PTA, orientations, graduation, committees, etc.

(or)

2. The equivalent of up to eight and one-half days per diem paid directly to the college of his/her choice for tuition (the employee need not work the days to receive tuition). Tuition payments will be processed by calling the Payroll Office.

Section 15 Experience Days

Staff members with more than twenty-one year's experience (years experience rounds to the nearest whole year) as of September 1 of any given year may utilize additional optional days as defined in section 14, which may be worked and paid at per diem rate. To receive payment, time slips, available from building secretaries, must be completed.

- Year 22-25.....1 day
- Year 26.....2 days
- Year 27.....3 days
- Year 28.....4 days

- Year 29.....5 days
- Year 30.....6 days
- Year 31(and beyond).....5 days

Section 16 Provisional Employees

New employees who have not been employed in a teaching or other certificated position are in a provisional status for the first two years of their certificated employment by the District. New employees who have completed one year of certificated employment in another school district in the state of Washington are in a provisional status for the first year of their certificated employment by the District.

A provisional employee whose performance is judged unsatisfactory based on the requirements in RCW 28A.405.220 and determined detrimental to students' educational programs and well-being may be terminated at the end of the first year of employment. A provisional employee whose performance is considered unsatisfactory may be placed on probation during either year when the administration judges that probation would enhance his/her chances of success.

Section 17 Hiring Practices

1. Teachers newly hired to the District will receive a description of their job status attached to their first contract.
2. A teacher hired subsequent to a leave replacement hire may have his/her status changed to provisional.
3. Any staff member who has less than a full time position and applies to become full time shall be interviewed for any position that he/she is qualified to take.
4. Part-time teachers will be given written notification of their right to an interview for any full time position for which they are eligible.

Section 18 School-Based Decision-Making/Contract Waivers

The following guidelines will be in effect:

- a. Council recommendations regarding major school activities will be brought to the staff for a decision.
- b. Ideally decisions will be made by consensus. If a decision significantly changes major school activities, a two-thirds (2/3rds) majority of certificated unit members, voting by secret ballot, will be required to change current practice. All members must be advised of the date and time of the vote and given at least one alternative date and time to vote. The number of unit members voting will constitute a quorum. The votes will be counted and verified, by the Head OEA Building Rep, or designee, and the building principal or designee. A copy of the results, signed by the principal and head OEA Building Rep will be sent to the OEA president and the District superintendent.
- c. Decisions and policies contrary to the contract must have a waiver from the association and District, which will have a sunset clause of one year.

The District will notify all administrators of the requirement to complete a waiver request form (Appendix K) and send it to the Association and Superintendent (or his/her designee) in a timely manner. The waiver must include the results of a secret ballot vote of the bargaining unit members.

- d. All council members must be identified and a list provided to all staff.
- e. All staff will be given a list of subcommittees and their members.
- f. The Association will be provided information copies of proposed building plans, participant lists, etc., in a timely fashion.
- g. Decisions or policies highly egregious to the Association shall be reviewed by the Association and the Superintendent for reconsideration.
- h. The District will fund up to two days of substitute time, or the equivalent of sub pay at the long term rate, for up to five OEA unit members serving on building site-based councils

Section 19 Child Abuse Reporting

The District recognizes the legal responsibility of all staff members to report any suspected child abuse within 48 hours of the time the employee has reason to suspect that it has occurred. The responsibility to report is not relieved by simply notifying the administrator. The District encourages the employee to share the suspicion with the administrator but acknowledges the fact that the employee must personally notify Child Protective Services.

Section 20 Employees Who Work Less Than Full-time

Employing part-time employees, those generating less than 1.0 FTE, is an accepted practice of the District. Where it is in the best interest of students and staff, the District will consider all reasonable accommodations for alternative staff schedules. The following pertain only to those employees:

1. When, during his/her non-teaching time, substituting in the building where he/she normally teaches, the rate of pay shall be the higher substitute rate.
2. He or she will attend all District scheduled parent conferences and arena if requested by the building administrator.
3. He/she may utilize paid optional days for pay based on their percentage of FTEness.
4. He/she may attend paid in-service sessions for full pay if a .4 FTE or above. Those below that level of FTE will be paid based on their percentage of FTEness.
5. He/she will attend early release days that fall within his/her normal workday.
6. He/she may attend early release days that fall outside of his/her normal workday.
7. He/she may carry over six of his or her days of personal leave per year.
8. He/she will attend faculty meetings that fall within his/her normal workday.
9. He/she may attend faculty meetings that fall outside of his/her normal.
10. He/she will receive credit for such items as sick leave, personal leave, planning time, etc. in the same percentage as they generate FTE hours.
11. He/she may make arrangements to trade teaching time with his/her teaching partner, if applicable, with the principal's approval.
12. He/she will be notified in a timely fashion when an unplanned schedule change takes place.
13. He/she will attend the mandatory day for full pay.
14. He/she will work an amount of hours equivalent to his or her FTEness on LID days. Additional hours worked on LID days may be used for optional day pay or staff development hours.
15. He/she will be compensated at their per diem rate when required by the District to work beyond their contractual time.

Section 21 Work Assignment

To the maximum extent possible current staff members will be notified of their teaching assignment prior to school being dismissed for the summer break.

Section 22 Exchange Teacher

In circumstances where an Olympia teacher is part of an exchange program and their wages continue to be paid by the District the following shall apply:

1. Staff Development and Learning Improvement days may be worked at the employee's Olympia worksite or the assigned worksite in the exchange country with per diem paid by the Olympia District.
2. Other compensated time may be worked at the employee's Olympia worksite or the assigned worksite in the exchange country with per diem paid by the Olympia District.
3. In the event the employee chooses not to use the days in number 1 and 2 above, the exchange teacher temporarily working in the Olympia District may utilize the days.
4. The exchange teacher working in the Olympia School District will be considered a guest member of the Olympia Education Association.

Any member requesting and receiving an exchange will be given a copy of this agreement and notify the District of their intent to use this provision prior to leaving.

Section 23 Inclement Weather

In the event of snow or other such natural events, teachers will make an effort to get to school on time and to meet the WAC requirements. If unable to get to school on time teachers must arrive one half-hour prior to the arrival of students. If the employee cannot travel to school safely he/she may choose to utilize emergency leave. Teachers who work less than full time and have their day extended due to schedule changes as a result of inclement weather will 1) either be paid at their per diem rate for the time extended or 2) be allowed to arrive after the normal school start time to make up the difference. Payment for time must be approved by the building administrator.

Section 24 Building Budgets

The status of the following items will be shared with all staff members in October, February and May: General Building Budget, Visitation Days, Staff Development, Inclusion/ISDP and Special Events money. The Assistant Superintendent for Human and Financial Services shall see that these reports are sent to the building principal and OEA building representatives.

Section 25 Arranging for Substitutes

Staff members are expected to call the substitute service, or do so online, to arrange for a substitute when needed. If, on the morning of the absence, the member is unable to complete the call, or online notification due to circumstances beyond his or her control, he or she may contact his or her school to notify the principal or secretary of that fact. This would end his or her responsibility for obtaining a substitute. If a staff member has completed the process for obtaining a substitute, and been given a verification number by the substitute coop, he or she has no further responsibilities to secure a substitute.

ARTICLE IV INSTRUCTION

Section 1 Student Discipline

- A. In the maintenance of a sound learning environment, acceptable behavior shall be expected of all students who attend school in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, gender, or status. Discipline shall be consistent with applicable federal and state laws and regulations and District policies, rules and regulations.
- B. At least once each year, the building principal shall provide instruction and/or information for all employees concerning applicable federal, state, and local laws as well as District rules, regulations and procedures pertaining to student rights, teacher rights, due process and the processing of student discipline. The building principal shall meet annually with staff members to review the disciplinary procedures and expected enforcement of procedures within each school building.
- C. A building administrator and/or designee shall ordinarily be available to staff during working hours in order to provide assistance and support in discipline cases. Each principal shall have an appropriate plan in place to deal with emergencies when neither is present.

Each secondary school will develop a plan to monitor crowd behavior and to deal with injury situations at extra-curricular activities.

- D. The District shall support and uphold employees in their efforts to maintain discipline in the District in accordance with A and B above and shall respond to all employees' requests for assistance in dealing with discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and well being of students and teachers is supported by the District. In the exercise of authority by an employee to control and maintain order and discipline, the employee shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board or administrative rules and regulations, and not inconsistent with federal and state laws or regulations.
- E. A student may be removed immediately from a class, subject or activity by a teacher and sent to the building principal or other designated school authority provided the teacher has good and sufficient reason to believe the student's presence poses an immediate and continuing danger to the student, other students, or school personnel or an immediate and continuing threat of substantial disruption of the class, subject, activity, or educational process of the student's school. The principal or school authority shall meet with the student as soon as reasonably possible following the student's removal and take or initiate appropriate corrective action or punishment. In no case shall the student's opportunity for such meeting be delayed beyond the commencement of the next school day. Prior to or at the time any such student is returned to the class(es), subject(s), or activity(ies), the principal or school authority shall notify the affected teacher of the action which has been taken. Under no circumstances will the student be returned during the balance of that class or activity period without the consent of the teacher.

All special education/IEP students are subject to emergency removal. The emergency removal may be from class, subject or activity. The basis for such emergency removal is determined by the teacher or administrator having good and sufficient reason to believe the student's presence poses an immediate and continuing danger to the student, other students, or school personnel or an immediate and continuing threat of substantial disruption of the class, subject, activity, or educational process of the student's school. Following emergency

removal of a special education student, the discipline procedures for special education students will be employed to deal with the situation. Under no circumstances will the student be returned during the balance of that class or activity period without the consent of the teacher.

F. Assaults, Weapons and Dangerous Devices

A student shall not possess, handle or transmit any object that can reasonably be considered a weapon or a dangerous device:

1. on the school grounds during and immediately before or immediately after school hours;
2. on the school grounds at any other time when the school is being used by a school group;
3. off the school grounds at any school activity, function or event, or while enroute between home and school.

This rule does not apply to normal school supplies like pencils or compasses (when being used in the proper manner) but does apply to any firearm, any explosive including firecrackers, any knife other than a small penknife, and other dangerous devices of no reasonable use to the pupil at school.

Students who are in possession of firearms at school, at a school activity or on a school bus, will be subject to punishment as prescribed in District Policies and/or State law.

In the event a Special Education student is emergency expelled for misconduct related to the disability, the District may file in the appropriate court a petition for a temporary restraining order and preliminary and permanent injunctions asking that the court authorize continued exclusion from school pending consideration of appropriate placement.

If a student who has been expelled for weapons, dangerous devices or a serious assault is readmitted, then the receiving certificated employee(s) will immediately be given all information properly available concerning the student. The teacher who was assaulted will be notified of the readmittance as soon as the administrator is notified.

No employee will be expected or required to provide emergency treatment in situations involving weapons if the employee has a reasonable belief the scene/area is not safe or secure.

G. Narcotics, Alcoholic beverages, and Stimulant Drugs

The District will consider recommending to the appropriate legal authorities that an individual on school premises under the influence of alcohol or who has possession of drugs or other non-prescribed narcotic substances will be prosecuted to the fullest extent provided by law.

H. Disruptive Behavior

No person shall use, threaten to use or urge others to use violence, force, noise, coercion, threat, intimidation, fear, passive resistance, or any other conduct which is reasonably certain to result in the substantial and material disruption or obstruction of any lawful mission, process or function of the school.

Any person who engages in the conduct prohibited above will be subject to discipline or removal from the building and/or campus in accordance with District Policies and/or State law.

I. Assaults on employees

The District will consider recommending to the appropriate legal authorities that an individual who physically or verbally abuses or intimidates or interferes with an employee performing his/her duties will be prosecuted to the fullest extent provided by law.

The School District recognizes the right, and will not discourage efforts to utilize that right, of any employee to file criminal or civil charges against any person who assaults, threatens or harasses the employee on school property, school transportation, or while the employee is performing his/her duties.

Section 2 Staff Development

It is recognized that an effective staff development program is necessary to provide continuing opportunities for professional growth. Although recommended, staff development attendance is at the discretion of the employee.

A. Curriculum Adoptions and Implementation

1. OEA bargaining unit members will be included on any district-wide committee charged with curriculum development and development of in-service training projects.
2. In the implementation of major new curriculum programs the District will develop and implement in-service training for any employee(s) who will be responsible for the new curricular programs.

B. Building Staff Development

1. Schools from 1-1000 students will have one staff development chair. Schools with more than 1000 students will have two staff development chairs. Building staff development chairs are responsible for: building plans, time slips, clock hour forms for building classes, hosting building classes, assisting teachers in learning and using the on-line registration process, and if allowing others to access building classes; collecting forms and pay for clock hours.
2. The building staff will approve the building staff development plan.
3. Any building staff development funds not utilized during any contract year will be carried over to the subsequent year and remain in a budget line designated for staff development.
4. The Assistant Superintendent for K-12 Teaching and Learning will verify that all building plans are in compliance with funding and other legal requirements and approve funding for all that meet that criteria up to the levels of funding provided in this agreement.

C. District Staff Development

1. The District will provide up to the equivalent of five days (30 hours) of staff development work to be compensated at the employee's regular contractual hourly rate. By December 1, of each year the district will determine, and provide the Association a report of, the levels of staff development funds remaining from the previous year. If adequate funds are available an additional day of staff development will be offered and compensated at the employee's regular contractual hourly rate. The provisions shall take precedence for unused funds.
2. Individuals may also utilize conferences or classes for their hours. The classes or conferences must be approved as part of the building staff development plan or by the Assistant Superintendent for K-12 Teaching and Learning. If a specific class or conference is denied, the individual may appeal the decision to a committee consisting of the Association President and the Director of Personnel.
3. Staff Development days may be worked during the summer preceding the contract year, although time slips for these days may not be turned in prior to September 1 of the contract year. Claims for optional day compensation (either direct payment or tuition payment request) must be submitted by June 30th of the school year in which it is earned. No building in-service training shall be held prior to the first day of school unless approved by the building staff development team.
4. Two Staff Development Days will be at the option of the employee. The content of the third, fourth and fifth days are determined by the District.
5. Two of the district staff development days will be placed within the school year. These are non-student attendance days. The Association and the District will engage in annual discussion and review of the staff development calendar days.

D. Learning Improvement Days

The District will provide two Learning Improvement Days (LIDs) which shall be worked on non-student days and be in no less than half-day increments. The length of a LID day is seven hours and seven minutes. Individuals may use District or building offerings for LIDs as long as they are designated as LID offerings. Activities that may be conducted on LIDs include: developing and updating student learning improvement plans; implementing curriculum materials and instructional strategies; providing professional development to implement the selected curricula and instruction; developing and implementing assessment strategies and training in assessment scoring; and conducting other activities intended to improve student learning for all students, including students with diverse needs. Activities funded for LIDs must be consistent with the school and district plans for improving student learning. District and school plans shall delineate how LIDs will be used to assist students in meeting the essential academic learning requirements, and help the District or school achieve state and local accountability goals.

1. The District will designate two days of LID activities prior to the start of the school year.
2. Individuals may also utilize conferences or classes for their hours. The classes or conferences must be pre-approved as part of the building staff development plan and by the Assistant Superintendent for K-12 Teaching and Learning. If a specific class or conference is denied, the individual may appeal the decision to a committee consisting of the Association President and the Superintendent or designee.
3. LID days may be worked on any day from August 1 of the preceding contract year through August 31 of the current contract year, except for student school days, Sundays or legal holidays.

4. The continuation of LIDs is dependent upon the availability of sufficient state funding specifically designated for that purpose.
5. In order for an employee to be compensated for a LID activity, that activity must qualify for LID funding.

E. Responsibility for Providing Staff Development Offerings

1. The total offering of staff development days is 5 (30 hours). The total offering of Learning Improvement Days (LIDs) is 14 hours and 14 minutes.
2. It is the intent that the 2 LIDs be worked in conjunction with a plan established by the individuals building. For the purposes of this agreement building is defined as the most appropriate homogenous group to the work of the employee (school building, nurses, teacher-librarians, etc.) Those unit members who are unable to take 2 days at his or her building due to unavoidable schedule conflicts may utilize the rest of their hours in District hours, workshops or classes.
3. The staff development days may be worked from the District's Master Calendar of offerings, additional hours planned by his/her building, or, if room permits, from the Master Building Calendar.
4. The continuation of LIDs is dependent upon the availability of sufficient state funding specifically designated for that purpose. If those days are cut or eliminated the total offerings would be reduced accordingly.

F. Master Calendars/Registration

1. District Level Offerings

- a. The District Master Calendar will be comprised of components of study, which include such topics as: subject matter, pedagogy, technology, etc. Each component will have three levels. Level I will be introductory and along with technology courses will be offered more than once a year. Level II and III classes will be progressively more complex and may be offered once a year as determined by enrollment interests.
- b. The District master calendar will be given to teachers in June. It will not be changed, except for good cause, after this date. A hard copy of the schedule will be posted in each building and will remain there throughout the year. The schedule will also be posted on the Districts' WebPage.

2. Building Level Offerings

- a. Staff Development plans must be submitted to the Assistant Superintendent for K-12 Teaching and Learning by June 30 for any staff development that takes place prior to October 10.
- b. Plans for staff development that takes place after October 10 must be submitted for approval to the Assistant Superintendent for K-12 Teaching and Learning by October 1.

3. Class Registration

- a. Registration for classes will be done via the OSD WebPage. Registrants will be notified by email that their registration has been received.
- b. If a bargaining unit member is unable to register by at least three weeks prior to a class starting date, due to technological problems, he or she may register by faxing the curriculum office. Members in schools without fax capabilities may register by mail, rather than by fax. Members utilizing the registration options under this paragraph will receive confirmation of their registration.
- c. No District offered classes shall be canceled after the last day of February, unless the class has no registrants.

G. Design Team

A design team will be responsible for creating the District Master Grid classes by arranging for presenters, coordinating offerings, arranging for rooms, publishing the master grid by June 15. Other responsibilities of the Design Team include: writing description of classes for web page; determining evaluation for the model by establishing the criteria and setting a process for additions or deletions from the District Master Grid following the yearly evaluation; setting the criteria for accessing budget for consultants and maintaining fair access to all. This team will meet a minimum of three times per year and be comprised of the following members: Staff Development Coordinator; Curriculum Coordinators assigned to vocational education, science, social studies,

math, language arts, fitness and health, special education, arts, music, technology, assessment; classroom teachers representing elementary, middle and high school; principals representing elementary, middle and high school; and an OEA representative.

H. Additional Funding

1. Up to \$40,000 of unused staff development days will go into a pool for the curriculum department to use for teacher release, paid time for additional training opportunities or other costs of staff development.
2. Each unit member who acts as a presenter for District or building sponsored professional development will be paid \$50.00/presentation hour. This money is to cover the preparation time. They will also be paid at per diem rate for attending the presentation. The total amount paid per hour will be limited to \$100. If there are more than two presenters the \$100 per hour may be split proportionately.

I. Compensation Options

Compensation for staff development days and the day prior to the beginning of school may be received either as:

1. income,
2. tuition expense paid directly to the college or university of the employee's choice,
3. tuition for approved educational conferences or conventions (paid directly to the conference or convention) or,
4. tuition banked that must be used by the end of the fiscal year following the one in which they are earned.

J. District Required Training

Any training required solely by the District shall have all tuition and substitute costs (if any) paid by the District. The individual will be paid at the curriculum development rate if it is a District requirement and not a requirement to meet certification standards. Such training will be offered so that all members needing the training will have as many options as feasible regarding times to complete the courses. The District shall in a timely manner, notify all members of the need to take the training and the dates the classes will be offered. This is not intended to cover routine training in faculty meetings such as Student Discipline Plan updates.

Section 3 Individual Professional Growth Grants

- A. Grants for the support of the professional growth of individual certificated staff members may be granted in areas of need recognized by the District. Use of IPGG funds for National Board and Professional Certification Activities is encouraged.
- B. The District shall fund and expend \$60,000 or the actual amount requested if it is less than the amount budgeted for any given year, for professional growth grants.
- C. A Professional Growth Committee comprised of three teachers from the three levels of instruction appointed by the Association and three members appointed by the Superintendent, shall have the following duties:
 1. Set criteria for awarding grants consistent with identified District and building goals. Such grants shall not exceed \$2,000 in any year for any individual. Should the total amount of money for the year not be allocated approved grants for more than \$2,000 may be funded until all those eligible have been fully funded or the total fund is expended.
 2. Define procedure.
 3. Screen applications.
 4. Recommend candidates to the Superintendent (with explanation in writing of reasons for denial).
 5. Applications must be sent to employees by at least March 1 and are due back by April 1.
 6. Applicants will be notified of the status of their grant request by at least June 1.
 7. Send OEA a list of all grant requests. The list should indicate whether the grant was allocated or denied, the amount requested and granted and the cumulative amount expended for grants during the current year.
- D. The application will be reviewed by the Professional Growth Committee on the following criteria:
 1. The relationship of the plan to District goals, building goals or individual professional goals.
 2. Potential for future service in the District and profession.
 3. An attempt to represent the different levels of the District staff.
 4. The impact of the plan on the building or District.

E. Summer class work will be accepted for consideration from the current or preceding school year.

Section 4 Classroom Visitors

The District and the Association recognize the desirability of encouraging patrons to become familiar with the total educational program. They further recognize that frequent or unannounced interruptions can be detrimental to the educational process. The following guidelines are set forth to minimize interruption of the teaching process:

- A. All visitors to a school must check in at the office.
- B. All individuals, who are not parents of students in the classroom, must obtain the approval of the building principal in advance of visiting a classroom. The visit will be scheduled at least one day after the request.
- C. If in the opinion of the building principal the observation is or would be disruptive, the principal may determine that such observation shall be terminated or shall not take place.
- D. Visits to a classroom during the school day shall not be a time for parent-teacher conferences.
- E. The maximum number of visitors to a classroom at any one time shall be determined by the building principal after consultation with the teacher.
- F. The employee shall have the opportunity to confer with the observer before or after the observation.
- G. Each school shall devise procedures to implement A through F above in a way that minimizes class disruptions while addressing parent concerns.

Section 5 Student Teachers and Interns

Certificated employees are under no legal obligations to the District or to a college/university involved to accept placement of a student teacher, a September experience student or college student. If the certificated employee does accept this responsibility, he/she does so on a voluntary basis.

The college/university and the District shall not assign a student teacher or a September experience student to a certificated employee without first contacting that certificated employee and reaching agreement. The certificated employee may request an interview with the student teacher prior to making a final decision regarding placement.

In the event that the certificated employee feels the situation has become untenable he/she shall have the right to choose to discontinue the use of the student teacher. Such discontinuance shall require prior consultation at the earliest possible time between the certificated employee, the District, and the college/university. The certificated employee shall provide an explanation to the building principal, the college supervisor, and the student teacher involved. Certificated employees requested to supervise a student teacher must have had three years experience and be certificated in the role being supervised.

Section 6 Class Size/Overloads/Conferences

The District shall attempt to maintain class sizes during the course of a school year within the guidelines and following the process outlined below. Although not subject to overload compensation, the District shall attempt to maintain a District-wide student to counselor ratio of 350:1. To the maximum extent feasible distribution of students will be balanced in regards to all factors (gender, ability, etc.). Busing students to adjacent buildings is to be considered when class sizes are significantly overloaded at one school and class size is low at the adjacent school. Parent requests may be accepted and approval decided by lottery or an alternative system designed by the building staff and administrator(s). An apparent egregious overload situation not otherwise provided for below may be taken to the appropriate Assistant Superintendent for review. His/her decision may be appealed to the Superintendent or his/her designee. The term "class size" as referred to in this provision means the ratio between the total number of FTE students in a class and the number of teachers in that class. The District shall work toward ratios, which do not exceed the following numbers by grade level:

1. Elementary

Grades K-2	23 pupils
Grade 3	25 pupils
Grades 4-5	27 pupils

- a. If an elementary class size is over the guideline, the teacher will receive one hour of paraeducator time per day per student in excess of the guideline. Kindergarten teachers will receive one hour of paraeducator time, per day, per student in excess of the guideline, for each session. Full-day kindergarten classes count as two sessions. In a circumstance where there is an overload of over three students, the teacher, the principal, the personnel director and an OEA representative will meet to seek an acceptable solution. Any solution reached during this meeting will be put in writing, all parties to the agreement will sign it, and

copies will be given to all participants, including OEA. A teacher may opt to use a combination of paraeducator time and pay as a remedy.

- b. Alternatively, an elementary teacher may choose to be paid the equivalent of the long-term substitute rate per month, per student in excess of the guideline. September - May are to be considered the nine covered months. Overload payment requests must be submitted by the tenth of the month except for September, which will be submitted by the tenth of October and paid in October. If an employee misses the deadline because of unforeseen circumstances, he or she may request a meeting with the Director of Personnel and the OEA President to seek an acceptable solution.
- c. Each regular full-time elementary teacher with a split (i.e.-multi-grade) class, which is not part of a planned program, shall be allocated one hour of paraeducator time per day. A teacher with a split that has three grade levels shall be allocated two hours of paraeducator time per day. The class limit for such a class will be two under the lower class size limit.
- d. For purposes of determining overloads for those choosing to be paid, the first day of the month will be used to establish the overload number with the exception of September when the count will be taken on the official count day (fourth day of school.)
- e. In those situations where teachers are provided paraeducator time on the basis of student overloads, the number of hours of overload time to the excess students' days in class will be matched. Flexibility to the building in scheduling the paraeducator time will be assured, provided that it does not overlap into a subsequent school year. If an overload paraeducator is absent and no substitute is available, the teacher will bank one hour of paraeducator time. In those cases where a teacher cannot utilize his or her paraeducator time because of the lack of paraeducators, he or she may request a meeting with the Director of Personnel and the OEA President in an attempt to reach an acceptable solution, or be paid for unused Paraeducator time. He or she will be paid at the long-term substitute rate on a pro-rata basis (1/20 per hour).
- f. **Conferences:** A teacher who has more conferences than his/her class guidelines due to overloaded classes, "double" conferences, or a combination thereof, will receive one hour at the curriculum development rate for each conference over the guideline.

A teacher who has an overload will receive one hour at the curriculum development rate for each student over the guideline, in order to compensate for the additional report cards he/she must prepare. The employee will receive pay for overloads in each reporting period.

A teacher who has completed his or her conference schedule may leave school prior to the regularly scheduled ending of his or her work day. Unit members who do not have conferences, or have infrequently scheduled conferences, during conference week are expected to remain at school until the regularly scheduled end of his or her work day.

Teachers are not required to do evening conferences unless a building staff decides, as a group, to modify the conference times by including evenings. They may, as a group, exchange like-time from the original schedule.

- g. Elementary itinerant specialists in PE, integrated arts, and music will be limited to eight sessions per day with a maximum of two classes per session. The two classes should be within one grade level of each other, except for established multi-age classes.
- h. The above ratios and limits shall not apply in instances where teachers and administrators by mutual agreement have arranged for special variations in curriculum, instructional methods, or staff organization. The class limits for these classes shall be the average of the class size limits for each of the grades involved.
- i. In the absence of a mutually agreed upon resolution, teachers who are asked to take 5 or more additional students due to program requirements will, upon request, be granted a meeting with the Principal, Personnel Director, Assistant Superintendent for K-12 Teaching and Learning and an OEA representative, to seek an acceptable solution. Any solution reached during this meeting will be put in writing, all parties to the agreement will sign it and copies will be given to all participants, including OEA.

2. Middle School – High School

Class	Class Size	Caseload
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HS English	30	125 total daily case load
MS Block*	29	130 total daily case load
Other classes	30	135 total daily case load
MS/HS Art	31	160 total daily case load
P.E.	33	165 total daily case load

*Block classes are defined as those where one teacher has the same students for two or three periods. During that time the teacher may teach two or more different subjects.

- a. Overloads at the secondary level will be compensated at the rate of \$17.50 per student each month. September – May are to be considered the nine covered months. Overload payment requests must be submitted by the tenth of the month except for September, which will be submitted by the tenth of October and paid in October. If an employee misses the deadline because of unforeseen circumstances, he or she may request a meeting with the Director of Personnel and the OEA President to seek an acceptable solution. The overload will be determined by adding the total overloads from each period and the total overloads of the daily load. In a circumstance where there is a class size overload of over three students in any one class, the teacher, the principal, the personnel director and an OEA representative will meet to seek an acceptable solution. Any solution reached during this meeting will be put in writing, all parties to the agreement will sign it, and copies will be given to all participants, including OEA.

For purposes of computing teacher daily load at the high school level all five classes are counted. At the middle school level the highest five classes are counted.

Independent study students count for purposes of determining caseload totals, if required or pre-approved by the building principal.

- b. For purposes of determining secondary class overloads, the first day of the month will be used to establish the overload number with the exception of September when the count will be taken on the official count day (fourth day of school.)
- c. Daily load calculations for secondary teachers working under a mixture of total daily load provisions will be based on the portion of the day spent in each situation. For example, a high school teacher with two English classes and three history classes would have a composite maximum load of $(.4 \times 125) + (.6 \times 135)$ or 134 students.
- d. It is intended that individual classes during the scheduling process, would normally be considered closed at three less than the maximum, but could be increased to a maximum on a case-by-case basis; i.e., a counselor or administrator would determine if the excess enrollment is justified.
- e. Block classes shall be treated as one class per period.
- f. A teacher who has a zero hour class with mutual agreement of his/her building principal and with approval of the District will receive a stipend of 8% of the base per year. If a teacher is required to teach a zero hour class he/she will be issued a supplemental contract equal to one period at his/her salary rate.
- g. A teacher who has more than 31 conferences due to parent demand will receive one hour at the curriculum development rate for each conference over 31. Overloads for staff in schools that use an arena style conferencing process are determined by the time involved. The teacher will receive one hour at the curriculum development rate for each 30 minutes that the day is extended.
- h. Avanti shall be staffed at one FTE teacher for each 25 students.
- i. The above ratios and limits shall not apply in instances where teachers and administrators by mutual agreement have arranged for special variations in curriculum, instructional methods, or staff organization.

3. Nurses

School nurses may provide input in determining school assignments in collaboration with District administrators and/or program supervisors.

When the nurse is of the opinion that s/he is unable to safely deliver health related services, upon her/his request a meeting shall occur which will include the nurse, an OEA representative, appropriate site administrator(s), the program coordinator and the Executive Director of Teaching and Learning. Any solution reached during this

meeting will be put in writing, all parties to the agreement will sign it, and copies will be given to all participants including OEA.

A person will be identified at each school that has minor first aid responsibility. The District will provide the Association with a list of identified persons each year. First aid and CPR training is mandatory and will be updated regularly. Nurses must have input into training since it affects their own certification.

Nurses hired by the District must meet the following qualifications:

- a. Possesses a current Registered Nurse License in the State of Washington.
- b. Possesses a minimum of an Educational Staff Associate Initial Certificate in School Nursing, or a Bachelor of Science Degree in nursing, and meets requirements to maintain certification.

Employees who have worked in this capacity for the district in the past or current employees of the district are exempt from these requirements and may apply, and be granted an interview, for any permanent position that becomes available.

4. Music

a. Classload

- | | |
|---|-----------------------------------|
| (1). Elementary | 56 students (2 classes 28) |
| (2). Middle School Instrumental* | |
| (a). 6 th grade and mixed levels | 45 students |
| (b). Beginning classes | 33 students |
| (c). 7 th and 8 th grades | 50 students |
| 3). Middle School Choral* | 50 students |
| (4). High School Instrumental | |
| (a.) Band | 55 x the number of classes taught |
| (b.) Orchestra | 45 x the number of classes taught |
| (5). High School Choral* | 65 students |

*Numbers are based on a school average.

- b. Elementary music teacher schedules will be arranged to provide travel including time for setting up and putting away.
- c. The district will make a legitimate attempt to provide permanent space for all music classes within space limitations.
- d. Overloads will be compensated at the rate of \$17.50 per student each month. September-May are to be considered the nine covered months. Overload payment requests must be submitted by the tenth of the month except for September, which will be submitted by the tenth of October and paid in October. The overload will be determined by adding the total overloads from each period and the total overloads of the daily load.
- e. A check of class size and/or teacher load will be made on the first of each month with the exception of September when the count will be taken on the official count day (fourth day of school.) This will establish the overload level for that month.
- f. If circumstances at the elementary level necessitate an overload of over six students, or at secondary level necessitate an overload of over three students, the teacher, the principal, the personnel director and an OEA representative will meet to seek an acceptable solution. Any solution reached during this meeting will be put in writing, all parties to the agreement will sign it and copies will be given to all participants, including OEA

5. Special Education Teacher

a. Inclusion Model

1. Accords

- a) Each building will have access to a listing of all special services funds available to its site.
- b) The District assumes responsibility for any violations of the legal requirements of reporting that arise as a result of changes in the Inclusion model.
- c) The District recognizes its legal responsibility to provide an appropriate special education program to meet the needs of students with disabilities. Students will be appropriately placed on a continuum ranging from full inclusion to self-contained special education.
- d) These programs will be designed individually for students in an Individualized Educational Program (IEP) where services to be provided are detailed. Individual schools will have the right to determine how they will utilize building and itinerant special education staff, group children, and otherwise meet the needs of children. Such decisions shall not be contrary to IEPs or state or federal requirements.
- e) The Association and the District recognize their responsibility to respond individually to the needs of all students without precluding any possible options along a continuum of alternative placements and/or support services. It is expected that IEP team members at individual schools will utilize legally mandated IEP review processes together with building and District resources in determining either placement options or support services required for appropriate special education programs for students with disabilities. Any member of the IEP team may request such review processes.
- f) When an employee works in condition of particular risk, either due to assignment or student behavior, the administrator and teacher will develop a safety plan. Such a plan will include procedures for anticipated emergencies, address emergency plans in absence of the building administrator or other supervisor, and when relevant support planning/break/lunch periods for the employee and will support planning/lunch/break periods for the employee. In order to provide time for creation and implementation of the emergency plan, new students may not immediately attend upon registering, to the extent allowable by law. Whenever possible, the emergency plan will be communicated to all employees involved with the plan prior to the student's attendance.
- g) When a student has significant documented safety concerns, relevant information will be shared with employees who work with the student.

2. Service Delivery Model

The model is designed to emphasize a continuum of support services based upon student need. Students with special needs will have the opportunity to participate in special services courses, basic education courses or a combination of both.

IEP students with very intense needs could participate in special services classes for the entire day. Most IEP students will receive instruction in a combination of regular classes and special services classes, although some may receive all of their instruction in the regular education class setting.

3. Funding Formula

The following formula will be used to determine funding levels at each building. Initial funding levels will be based on end of year projections. The formula will disburse funds based on the December 1 attendance figures. Changes in funding will take place based on those numbers.

b. IEP Preparation, Portfolio Creation and Extended School Year Pay

In order to provide the necessary time required for documenting progress towards IEP goals preparing the IEP documents, and scheduling the IEP meeting, special education teachers; social service providers, SLPs, OT/PTs, vision specialists, will work an additional three (3) days per year. Compensation for these days shall be the per diem rate of the employee. If the employee exceeds three (3) work days in the above mentioned work, he/she may submit time slips for approval by administration to compensate for time beyond three (3) days.

The Special Education staff member required to prepare state mandated portfolios will keep a log of their time spent outside the regular workday preparing such portfolio(s) and submit time slips for per diem pay to compensate for the extra time.

Teachers providing extended school year services will be paid at their per diem rate.

c. High School

Special education teachers will teach (or act as a consultant to regular education teachers) up to five periods per day with one planning period. In addition to their responsibilities for managing the referral and assessment processes, Social Services Providers may act as consultants for students with special needs. Schedules of special education teachers and social services coordinators will reflect the student needs as identified by the individual IEPs and will be assigned by the building principal. The content of these classes may range from core content areas, such as reading/English and math, to organizational and study skills. Students who need assistance with life skills development and/or have significant behavioral needs will also be enrolled in special services classes. Students will enroll in these classes based on their individual needs. Excluding consult duties, special education teachers will be responsible for only the students in their classrooms. However, special education teachers may be asked to tailor their curriculum to address needs identified by regular education teachers. Regular education teachers may also need to adapt their curriculum to meet IEP requirements.

The IEP caseload for any full time special ed. teacher shall be thirty special education students. If total student numbers necessitate allotting more students than this, the teacher shall be paid the equivalent of the long-term substitute rate per month, for each student over the total overload guideline.

The caseload for any full time special education teacher shall be 75 students. In a circumstance where the caseload exceeds 78 students, the teacher, the principal, the personnel director, the director of special education and an OEA representative will meet to seek an acceptable solution. Any solution reached during this meeting will be put in writing, all parties to the agreement will sign it, and copies will be given to all participants, including OEA.

d. Middle School

Special education teachers will teach up to six periods per day (or act as a consultant to regular education teachers), with one planning period. In addition to their responsibilities for managing the referral and assessment processes, Social Services Providers may act as consultants for students with special needs. Schedules of special education teachers and social services coordinators will reflect the student needs as identified by the individual IEPs and will be assigned by the building principal. The content of these classes may range from core content areas, such as reading/English and math, to organizational and study skills. Students who need assistance with life skills development and/or have significant behavioral needs will also be enrolled in special services classes. Students will enroll in these classes based on their individual needs. Excluding consult duties, special education teachers will be responsible for only the students in their classrooms. However, special education teachers may be asked to tailor their curriculum to address needs identified by regular education teachers. Regular education teachers may also need to adapt their curriculum to meet IEP requirements.

The IEP caseload for any full time special ed. teacher shall be thirty special education students. If total student numbers necessitate allotting more students than this, the teacher shall be paid the equivalent to the long-term substitute rate per month, for each student over the total overload guideline.

The caseload for any full time special education teacher shall be 75 students. In a circumstance where the caseload exceeds 78 students, the teacher, the principal, the personnel director, the director of special education and an OEA representative will meet to seek an acceptable solution. Any solution reached during this meeting will be put in writing, all parties to the agreement will sign it, and copies will be given to all participants, including OEA.

e. Elementary School

The model is designed to emphasize a continuum of support services based upon student need. The model is dynamic since the needs of any building's population will change constantly. All alternatives must be available to be instituted as the need arises.

Students with special needs may be served:

1. in the regular classroom with specially designed instruction and or related services support (designed, monitored and evaluated by a special education staff member) provided by the regular classroom teacher.
2. Out of the regular classroom (small group, individually, etc) with specially designed instruction and or related services support (designed, monitored and evaluated by a special education staff member) provided by a paraeducator or special education staff member.
3. out of the regular classroom with specially designed instruction/behavioral intervention for high need students provided by a special education staff member.

4. in special education classrooms with specially designed instruction provided by a special education staff member.
5. in settings outside of the school with specially designed instruction provided by a special education staff member and/or by community organizations.

The individual IEPs of the student population in any building should be evaluated and a combination of the above alternatives instituted.

The workload for elementary school level special education teachers will be twenty-five (25) IEPs per FTE. If total student numbers necessitate allotting more students than this, the teacher shall be paid the equivalent of the long-term substitute rate per month, per student in excess of the guideline.

In a circumstance where there is an overload of over three students, the teacher, the principal, the personnel director, the special education director, and an OEA representative will meet to seek an acceptable solution. Any solution reached during this meeting will be put in writing, all parties to the agreement will sign it, and copies will be given to all participants, including OEA.

f. Infant and Toddler Program

1. Class size guideline of an annual average of fifteen (15) identified students. Infant and Toddler teachers will be paid one day at the long-term substitute rate per month for each full time equivalent over the guideline.
2. Infant and Toddler Program teachers shall have the same early release as their school.
3. Every reasonable effort shall be made to assure that Infant and Toddler Program teachers have a regularly scheduled gym time.

g. Pre-School

1. Class size guideline of an annual average of nine (9) students with IEPs per session, with a maximum of nine (9) non-identified students (ECEAP, Title one, community preschool, etc.). Student to staff ratio shall be 6:1 (one certificated staff person per class, with additional classified (or agency) personnel to meet ratio. Preschool teachers will be paid one day at the long-term substitute rate per month for each full time equivalent over the guideline.
2. Preschool teachers shall have the same early release as their school.
3. Every reasonable effort shall be made to assure that Preschool teachers have a regularly scheduled gym time.
4. Preschool teachers will be granted the equivalent of three (3) days of substitute release time per year to do IEPs and kindergarten transition meetings.
5. Preschool teachers will have 6.5 hours of paraeducator time to support 18 IEP students for four days a week, with an additional 4 hours on Monday to support set up, planning and paper work.
6. Preschool teachers with students in Title One shall have an additional 2 hours per session on Monday to support set up, planning, paper work and screening.

h. Self-contained Classrooms

1. Self-contained classrooms at the elementary and middle school level which serve mildly delayed and moderately delayed children (as identified by state rules and regulations on the child's summary analysis) not in need of significant health care or hygiene maintenance, shall be staffed at a student/certificated staff ratio of ten to one (10:1).
2. Self-contained classrooms at the high school level which serve mildly and moderately delayed children (as identified by state rules and regulations of the child's summary analysis) not in need of significant health care or hygiene maintenance shall be staffed at a student/certificated staff ratio of twelve to one (12:1).
3. Self-contained classrooms at elementary and middle school levels which serve severe and severe/profoundly delayed children (as identified by state rules and regulations on the child's summary analysis) in need of significant health care and/or hygiene maintenance or training shall be staffed at a one to three (1:3) adult/student ratio. These classrooms will be provided with paraeducator time to match student time. In addition, up to sixty minutes per week will be provided for team planning and made available either through schedule changes or additional time.

By mutual agreement of the administrator and the team serving students with severe and/or profound delays, medically fragile concerns, severe behavior disorders, or others as may be identified, a request to access additional planning time may be made.

Additional planning time is for the Core Team which includes certificated teacher(s), paraeducator(s), social service providers, building administrator, and other specialists if needed and available. This planning time of up to 60 minutes per week may be made available through building coverage, schedule changes or additional time and is to be approved by the appropriate administrator.

4. Self-contained teachers will be paid the equivalent of the long-term substitute rate per month per student in excess of the guideline.
- i. Designated Program Staff (Communication Disorders Specialists, Speech and Language Pathologists, Occupational Therapists, Physical Therapists, Adaptive Physical Education Specialists)

In accordance with this agreement, Designated Program staff's total length of the instructional workday shall not exceed seven hours and seven minutes, exclusive of duty-free lunch, which shall include scheduled preparation time. It is recognized that the majority of related services, as provided by Designated Program Staff, are direct student services, and that consultation and assessment activities are also ongoing requirements throughout the work year. Service credit for placement on the salary schedule for hard to fill ESA positions will include, on a year (180 day) for year basis, credit for work experience in university settings and as non-district employees in public school settings.

It is further recognized that Designated Programs are generally provided as a "support service" to students within the framework of an Individual Education Plan (IEP). Designated Programs may be a required component of that plan or in some cases may constitute an IEP by itself. Scheduling for provision of Designated Programs, planning time with classroom teachers, paraeducators and parents, direct service time with students, assessment/evaluation time, record keeping, travel time and required IEP meeting time are all integral parts of caseloads for Designated Programs Staff.

Designated Programs Staff are uniquely responsible for planning, organizing and providing their specialized services in that their assignments may be itinerant, availability of students for services may vary according to school schedules, planning time may be daily or weekly. Decisions about method, level and frequency of services are determined during the student's IEP with input and agreement from all IEP team members, including the Designated Programs Staff Member.

The Special Education Department will attempt to finalize itinerant staff assignments for the beginning of the school year by June of the prior year.

Speech and Language Pathologists/Occupational and Physical Therapists

When one or more of the following factors exist, the individual staff member may request a meeting with a member of the Special Services Administration, a second district level administrator such as an Assistant Superintendent or Director of Personnel and an OEA representative to seek an acceptable solution. When two or more the following factors exist, the individual staff member, a member of the Special Services Administration, a second district level administrator such as an Assistant Superintendent or Director of Personnel and an OEA representative shall meet to seek an acceptable solution. These may include any of the following, but not limited to: equalization of caseloads among staff, assignment of additional staff, contracting with other agencies for the provision of services, scheduling additional time and compensation for existing staff, zero hour time (paid at per diem rate), overload pay (paid at the long term substitute rate per student over the guideline), or other support strategies as may be determined.

1. Speech and Language Pathologist

- a. Number of students with IEPs receiving direct services, designated services and/or regularly scheduled consultations exceeds forty-eight per FTE.
- b. Number of schools served exceeds three.
- c. Schedules for direct service students, designated services, indirect service, evaluation/assessment time, planning time, travel time and required IEP meetings exceed time available in the workweek.

2. Occupational and Physical Therapists

- a. Number of students with IEPs receiving direct services, designated services, and/or regularly scheduled consultations exceeds forty-eight per FTE.
- b. Number of schools served exceeds five.
- c. Schedules for direct service students, designated services, indirect service, evaluation/assessment time, planning time; travel time and required IEP meetings exceed time available in the workweek.

j. Support System

The Association and the District are committed to providing a program that meets the needs of all students. The following process is designed to deal with program issues that arise in Special Services. These issues may take the form of financial needs, service delivery needs, curricular issues, and staff development. Needs are addressed by providing a support structure that allows staff and administration to have a process for addressing issues. The following is a description of the team that is designed to address needs and issues:

Program Support Team

The Program Support Team (PST) will serve as the body that deals with needs and issues within Special Services programs. The purpose of the PST is to review needs, issues, and concerns raised by staff or administration in the operation of Special Services programs. The PST membership will be representative of staff, parents, and administration. There will be one basic education representatives from each level, one Special Services representative from each level, at least one parent of a child with special needs, a principal or vice principal from the elementary and secondary levels, the Director of Special Services and other district administrators as needed. The PST will serve as the advisory group concerning issues of finance, program delivery, (including curriculum, IEP management and program evaluation), and staff development. The PST will form subcommittees, as needed, to work on specific issues. Subcommittee members will be drawn from Association, administration, and parent groups.

The team will respond to requests by the next regularly scheduled meeting of the committee. In no case shall that be longer than 30 days.

The committee will be funded in the amount \$434,000.

k. Class Size Grievances

It is understood that class size issues shall be subject to the grievance procedure only through the Superintendent's level and shall not be subject to arbitration.

Upon the request of the Association, an OEA representative may meet with the Superintendent and/or his/her designee to raise concerns regarding class size in any school situation where ratios are being exceeded and where an exemption from ratios does not exist. The Superintendent or his/her designee shall respond to these concerns within ten school days and make a good faith effort to correct the problem within the financial, organizational and physical limitations prevailing in the situation(s).

The kinds of measures taken to correct overloads may include, but are not limited to, payment for additional work incurred at the rate stipulated, the addition of paraeducator time, the addition of a class or section, the diversion of students. It is agreed that the only part of this provision subject to the grievance procedure is whether there has been a good faith effort to remedy the instance(s) of class sizes over the applicable ratios as drawn to the attention of the principal, supervisor and/or District level administrator. As stated above, class size grievances shall be limited to the Superintendent's level.

l. Social Services Providers

The District will provide three (3) hours of paraprofessional time per week for each FTE Social Services Provider. The use of this time is limited to support of the Social Services Provider and the delegation of that time is determined by that individual. In addition Social Services Providers will work an extended year. (See Appendix B)

m. Student Evaluation for Eligibility

Special Education teachers already in overload may use the overload form to submit for extra time in their work evaluating students without current IEPs to determine their eligibility.

Section 7 Student Attendance When Out of School Boundaries

For those students who are not considered residents of the neighborhood school attendance area, classes shall be considered "full" if they are two under the class size limit for that grade or subject.

Refer to Olympia School District Policy and Procedure 3141

Section 8 Miscellaneous Funding

A. Technology

At each school three dollars per student will be designated for a certificated teacher to compensate him or her for duties performed in support of building technology needs.

The District will provide technology support of \$240,000 per year. The plan for utilizing the funds will be developed by the District Technology Team and presented to OEA and the District for final approval. All monies will be expended on human resources.

B. Inclusion

The District will provide at least \$100,000 per year in support of the Inclusion model of special services delivery. Any funds not used during any contract year shall be carried over to the subsequent year and will remain in a separate line item designated for Inclusion. It is recognized by the Association that the District's legal and professional requirements to provide in-service training must be satisfied through the use of these funds.

C. Whenever the legislature appropriates "one-time" monies, the District will maintain monthly accountings of the amount spent and the amount unspent. This data will be shared with the association in a timely manner. The District and the Association agree to notify their constituencies of the balances available, acceptable uses of the allocation (as prescribed by the WAC or RCW), the procedures for accessing the monies, and to urge the buildings to utilize all funds.

Section 9 Chemical Storage

The District will maintain and abide by a chemical storage plan according to Federal Occupational Safety and Health Act standards.

Section 10 National Board of Professional Teaching Standards and Professional Certification

In an effort to support bargaining unit members who choose to pursue National Board and Professional Certifications the District will provide the following assistance:

- a.) Access to video cameras and omni-directional microphones
- b.) Free copying of videos, portfolio entries

Section 11 Teacher-librarians

Teacher-librarians hired by the District must possess a state library endorsement; or attain a state library endorsement within three years. Those members who have worked as a school teacher-librarian for the district prior to 1997, and who continue to work in that capacity, are exempt from these requirements.

When a Teacher-Librarian deems the library budget and/or building support to be inequitable or inadequate, s/he may call a meeting to seek an acceptable solution. Such a meeting would include the teacher-librarian, the principal, an OEA representative, and the Executive Director of K-12 Teaching and Learning. Any solution reached during this meeting will be put in writing, all parties to the agreement will sign it, and copies will be given to all participants, including OEA.

Teacher-librarians, who have classroom teaching responsibilities in addition to their Teacher-Librarian FTE, will either have an increased contract or will have a written reduction in library responsibilities. A meeting to review the written reduction will include the teacher-librarian and the principal, and may include an OEA representative and the Executive Director of K-12 Teaching and Learning.

Teacher-librarians will not be left solely responsible for an overloaded class without appropriate staffing. Appropriate staffing may include a classroom teacher, a paraeducator, and/or principal.

Section 12 Innovation/Basic Needs Grants

- A. Grants for innovation or basic needs for individual certificated staff members or employee groups may be granted in areas of need recognized by the District.
- B. The District shall fund and expend \$25,000 per year, or the actual amount requested if it is less than \$25,000, for innovation or basic needs grants. Half of the total will be used for Basic Needs Grants; half the total will be

used for Innovative Grants. If either grant request total is less than half the remainder may be used for the other grant.

- C. An Innovation/Basic Needs Committee comprised of three teachers from the three levels of instruction appointed by the Association and three members appointed by the Superintendent, shall have the following duties:
 - 1. Set criteria for awarding grants that meet identified District and building goals focusing on student achievement. Such grants shall not exceed \$1,200 in any year for any individual or \$2400 for any group.
 - 2. Define procedure.
 - 3. Screen applications.
 - 4. Recommend candidates to the Superintendent (with explanation in writing of reasons for denial).
 - 5. Applications must be sent to employees by at least October 1 and are due back by November 1.
 - 6. Applicants will be notified of the status of their grant request by at least December 1.
- D. The application will be reviewed by the Innovation/Basic Needs Committee on the following criteria:
 - 1. The relationship of the plan to District goals, building goals or individual professional goals.
 - 2. Potential for future service in the District and profession.
 - 3. An attempt to represent the different levels of the District staff.
 - 4. The impact of the plan on the building or District
- E. Grants will be accepted for consideration from the current or preceding school year.

Section 13 Mentor Teachers

The Olympia School District will maintain a mentor teacher program funded at the level of funding provided by the state. The funds will be appropriated as follows: 30% of the individual state allocation for the mentor, 15% of the individual state allocation for the mentee, 10% of the total state allocation for that year for the program coordinator and 45% of the total state allocation for that year for release time, workshops and/or supplies/materials. If TAP funding from the state ceases the district and association agree to discuss possible alternatives. The distribution of funds may be changed by mutual agreement of the district and association. Teachers with at least 16 years of experience will be considered first when selecting mentors. If all else is equal they will be given the assignment.

Section 14 Grading

Suggested changes in the number of grading periods, the number of conferences or the time required to complete a report card will be presented to a committee composed of an equal number of OEA representatives and District representatives. Proposals are subject to approval by the bargaining groups.

ARTICLE V LEAVES

Section 1 Sick Leave

At the beginning of each school year each employee covered by this Agreement shall be credited with an advanced sick leave allowance of twelve days. In the event of illness of an employee or the employee's minor children, the appropriate deduction will be made. Sick leave shall accumulate to the statutory limit. Individual employees may donate up to six days of sick leave each year in accordance with applicable state regulations. Donations may be made on the Shared Leave Transfer Form (Appendix H).

In the event of the illness, accident or temporary disability of a member of the immediate household or other members of the immediate family, a person in the custodial care of the employee, the adoption of a child, or paternal care of a new born, the employee may use emergency leave under the provisions of the district Emergency Leave Policy/Procedure (4141.2 and 4141.2P). Emergency leave for these purposes is limited to a cumulative three weeks in a school year. Immediate family is defined as employee's spouse, domestic partner, children, grandchildren, parents and grandparents.

In the event of an emergency an employee may apply for emergency leave, either in advance or retroactively and such leave may be granted only if:

- a) The problem has been suddenly precipitated or is of such nature that preplanning could not have relieved the necessity for the employee's absence.
- b) The problem is serious and not one of minor importance or mere convenience.

Leave granted under this policy shall be for an emergency that necessitates an employee's absence. Application for emergency leave under this section shall be made in writing to the Personnel Director.

In January of the year following any year in which a minimum of sixty days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued leave for illness or injury in excess of sixty days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four days for every one day's monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month. Each employee shall be given a monthly accounting of sick leave entitlement.

At the time of separation from District employment due to retirement or death an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days accrued leave for illness or injury: PROVIDED, that an employee shall be entitled to all the benefits conferred by this section as of the effective date of this act. . In the year of retirement, or year plan 3 members are eligible to separate from service under RCW 28A.400.210, the employee may opt to contribute his or her sick leave remuneration into a Sick Leave Conversion Medical Reimbursement Plan identified by the Association. Any former employee, upon return to employment with the District, shall be credited with the balance of unused sick leave accumulated at the time of termination of employment with the District. Employees new to the District will be credited with their sick leave balance from any other Washington State School District, the Office of the Superintendent of Public Instruction, or other qualifying agencies

Section 2 Disability Leave

Any employee covered by this Agreement shall be entitled to use sick leave for a temporary disability. Written notification of need for sick leave for the purpose of a temporary disability shall be made at least three weeks prior, if possible, to the date of intended absence. Sick leave may be used for the period of actual disability and recovery there from. An employee exhausting sick leave may request an unpaid leave of absence as provided in Article V, Section 5 of this Agreement. The District may require a physician's certification of an employee's disability and necessary recovery period.

Section 3 Military Leave

Any employee covered by this Agreement shall be granted military leave consistent with Federal statutes. The employee granted military leave shall retain all benefits consistent with the terms of this Agreement, including salary placement. Reservists ordered to active training shall be granted a maximum of fifteen days leave for such duty; PROVIDED, that such reservist shall present evidence to the District that he or she has made an effort to arrange for such duty during the summer months or other school vacation period.

Section 4 Jury Duty and Subpoena Leave

Leave of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be deducted from the teacher's salary. The teacher shall notify the District when notification to serve on jury duty is received.

Leave of absence with pay shall be granted when a teacher is subpoenaed to appear in a court of law. If any witness fees are paid, that amount shall be deducted from the teacher's regular pay.

Section 5 Leave for Personal Health and/or Family Hardship

Upon recommendation of the Superintendent, the Board of Directors may grant certificated employees leave of absence without pay up to one year for restoration of health (based upon a physician's recommendation) or the alleviation of hardship involving themselves or their immediate families.

Leave requests for child adoption or childcare shall be covered under this policy. Leave requests beyond one year shall be considered on a year by year basis.

Certificated employees granted such leave will be re-employed at the beginning of the school year following the year in which the leave was granted or at an earlier date if convenient to the District.

The assignment of the returning teacher will be at the convenience of the District, PROVIDED that the District will make every reasonable effort to assign the returning teacher in the same or an equivalent position.

Section 6 Long Term Leave

A professional leave of absence may be granted teachers with three years of experience in the District by the Board of Directors upon the recommendation of the Superintendent. Such leave may be granted for professional study, educational travel, exchange teaching in a foreign country or for work in a field which is contributory in specific skill and subordinate to the employee's work assignment.

The District is obligated to re-employ a teacher on professional leave upon written request received by the District not later than March 15 prior to the school year he or she intends to return. The employee on leave shall maintain his/her place on the salary schedule. A year of experience will be recognized for each year of exchange teaching.

The assignment of the returning teacher will be at the convenience of the District, PROVIDED that the District will make every reasonable effort to assign the returning teacher in the same or an equivalent position.

Section 7 Emergency Leave

In the event of an emergency, a certificated employee may apply for emergency leave, either in advance or retroactively, for a contingency not provided for by statute or other District policies. Such contingencies may include, but are not limited to, accidents which prevent the employee's reporting to work, serious damage to personal property when the employee's absence is necessary to prevent further damage or similar emergencies which make it impossible for the employee to report to work. Emergency leave may be granted only if:

- a) The problem has been suddenly precipitated or is of such nature that preplanning could not have relieved the necessity for the employee's absence.
- b) The problem is serious and not one of minor importance or mere convenience.
- c) An employee has received a reduction-in-force notice, has not accepted a position within the District and needs to interview elsewhere.

Leave granted under this policy shall be for an emergency that necessitates an employee's absence. In the event a principal or supervisor grants permission for a teacher or other staff member to leave early because of an emergency, the employee will not be required to submit an Emergency Leave Request Form.

Application for emergency leave under this section shall be made in writing to the Personnel Director. Emergency leave will be deducted from sick leave.

Section 8 Personal Leave

An employee will be granted two days per year as personal leave. No more than six days may be carried forward to the succeeding year. Unused personal leave days may be cashed out in June at teacher request at the long-term substitute teacher rate. Any personal days in excess of six will automatically be cashed out in June at the long-term substitute teacher rate and placed into a VEBA account, provided this benefit exists at the time. Personal leave shall not be reduced from the employee's sick leave.

Personal leave usage shall be at the employee's discretion, PROVIDED that:

- A. It shall not be used to extend holidays or vacations, nor shall it be used during the first or last week of school, except when explicitly approved in advance by the Director of Personnel or upon receipt of a reduction-in-force notice for the purpose of interviewing (see Staff Retention language).
 1. Application for an extension may be made up to one calendar year before the actual usage.
 2. The District will respond within ten working days of the request.
- B. Twenty-four hour's notice shall be given to the employee's immediate supervisor. Except in cases of emergency, an employee intending to use more than three days in succession shall give at least a week's notice of this intent.
- C. The employee shall provide adequate lesson plans to the substitute;
- D. Usage shall be contingent on the availability of a substitute; and,
- E. Personal leave usage within a given building at one time shall not exceed five employees or twenty percent of the building staff without the approval of the building principal or personnel director.

- F. Retiring employees will be paid for all unused personal leave days at the long-term substitute daily rate, and this sum will be placed into a VEBA account, provided this benefit exists at the time. Otherwise the sum will be paid directly to the employee.
- G. An employee whose religious affiliation requires observance of mandatory holy days during the work year, and during work hours, may request up to two additional days of personal leave for religious observance from the Director of Personnel. For each such additional day used, the employee shall receive his/her regular pay less substitute costs.

Section 9 Bereavement Leave

- A. Up to five days of bereavement leave with pay will be granted for each occurrence of death in employee's or spouses immediate family. Immediate family is defined as: parent, sibling, spouse, domestic partner, child, grandchild, grandparents and spouse's parents.
- B. One day will be granted for bereavement for a person of close personal ties. Extensions of up to four days shall be considered by the Personnel Director on a case by case basis.

Section 10 Documentation for Approval of Absences or Leaves

In order for any absences to be approved, the District may require documentation of the reason for absence or leave. In matters of personal employee sensitivity, the employee has the option of seeking the leave directly from the Superintendent and the matter will be handled orally and within the sole discretion of the Superintendent, with no written record of the reason given. Any discussion on matters of a sensitive nature will remain confidential unless disclosure is required by legal action.

ARTICLE VI SUPPORT FACILITIES AND EQUIPMENT

Section 1 Facilities and Equipment

The District shall budget for and make available reasonably necessary facilities, equipment, and materials so that all teachers can perform their professional assignments.

Section 2 Conditions

The District shall maintain all District facilities in a safe and healthful condition.

ARTICLE VII TRANSFERS AND REASSIGNMENTS

Section 1 Job Postings

- A. Length of postings:
 - 1. Openings from September 2 through August 8 will be posted for two weeks.
 - 2. Openings from August 9 through September 1 will be posted for one week.
 - 3. Cases deemed by the Superintendent to be emergencies will be posted for one week.
- B. Notification of openings:
 - 1. Postings will be placed in all school buildings and offices, with one copy sent to the Association.
 - 2. Summer openings will be sent to all bargaining unit members with the July paycheck.
 - 3. For open positions, which occur during the summer, the District will advertise open positions by:
 - a. placing them on the OSD website. The information will be updated regularly.

Section 2 Application for Open Positions

- A. Reassignments within a building shall not be considered open positions.
- B. Eligibility
 - 1. Any bargaining unit member who is qualified to teach an open position may apply.

2. No bargaining unit member shall be denied the opportunity to move to another position solely because of a District desire to maintain him or her in his or her current position.

C. Application Process

1. A member may apply by fax, phone, email, letter, or in person. The District will give written verification acknowledging receipt of the application, which also describes the position being sought, the expectations of applicants and the timelines for any decision.
2. An application may be submitted by a member's designee.
3. Applicants may submit Appendix O in support of his or her candidacy. Resumes will not be requested for in-district applicants.

D. Qualifications

1. In filling vacancies, the District shall consider the requirements listed on the job announcement and qualifications for the position, which shall include but not be limited to:
 - a.) possession of instructional skills;
 - b.) training (Commitment to obtain that training within one year will meet this expectation.) or experience at the level/subject matter of the open position, and
 - c.) satisfactory evaluations within the school district during the past two years.
 2. The Association may request an appeal in writing to the Personnel Director to seek clarification regarding the qualification criteria for any posted positions. No posted position shall be filled, if such an appeal has been filed, until such time as the appeal has been resolved. In the event that the District and Association cannot reach agreement regarding the qualification criteria, the District may fill the position on a temporary basis or may revise the qualification criteria and re-advertise the position.
 3. If District officials judge an "in-district" applicant to be fully qualified for a position, outside applicants will not be sought.
 4. Decisions on qualification remain a District prerogative, once District officials have posted a position, interviewed applicants, determined who should be appointed to the position the Superintendent or his or her designee has provided written notification of the selection to all applicants. Such assignment shall be definite; PROVIDED, that if the job becomes nonexistent (e.g. through a drop in enrollment or "reduction in force") the District shall not be held to making the appointment. Temporary appointments may be made by the District for a portion of any year. If the District determines at the end of the year that the position will continue, then it will be posted prior to the beginning of the next school year.
 5. If all "in-district" applicants are deemed to be unqualified the individuals must be immediately notified. Any appeal of the decision must be made within three (3) days of notification. During the appeal process no outside applicant may be hired. The appeal will be heard by the Personnel Director and the Association President. It is understood that reposting may continue during the appeal process.
- E. The three (3) most senior applicants, who qualify for the position, are guaranteed an interview. For this purpose, seniority is determined by taking the total number of years taught and adding the number of years taught in the Olympia School District. The resulting sum will set the seniority level for all applicants.
- F. Decisions shall be based on the following criteria: assessment of competence/education; years of experience in the respective field (most) (The employees certificate determines teaching "field"); length of service in the District (most); length of service in a given school or department (most). These criteria shall be considered in the order listed.
- G. Each applicant shall, upon request, be entitled to a written explanation from the Superintendent or Personnel Director delineating the reasons for non-selection and/or a conference with the Principal/Supervisor.
- H. The District will consider applications for positions becoming open during the school year, provided that the District may choose to continue the successful applicant's current assignment for the remainder of the year and to fill his/her new assignment with a temporary employee during that period.
- I. The District will provide one day's per diem pay to an individual transferring to another building in the District. Permanent room-to-room transfers within a building except secondary teachers with floating assignments will be compensated at the equivalent of the long-term substitute rate.

- J. If a job is offered to an in-district candidate, he or she has two days to accept or reject the position. If a position is offered on a Friday, the applicant has until Monday to accept or reject.

Section 3 Teacher Exchanges

Two teachers may exchange positions within the District, outside of the normal transfer procedure, if they receive the approval of both principals. At the end of the year both teachers will return to their original positions unless all parties agree to continue the exchange permanently.

Section 4 Involuntary Transfers and Reassignments Between Schools

- A. In the event of a need for an involuntary transfer, prior to the start of the school year, the District will seek volunteers willing to move. No staff vacancy or new position shall be filled by means of an involuntary transfer if there is a volunteer available who meets the qualifications of the position.
- B. Notice of an involuntary transfer or reassignment shall be given to the certificated employee as soon as practicable. Except in an emergency, such notice shall be given not later than the last regularly scheduled day of school. A copy of such notice shall also be sent to the Association.
- C. When an involuntary transfer or reassignment becomes necessary, decisions shall be based on the following criteria: assessment of competence/education (all continuing contract staff in good standing, not involved in a probation or a written plan of assistance, are considered equal); years of experience in the respective field (least) (The employee's certificate determines teaching "field"); length of service in the District (least); length of service in a given school or department (least). These criteria shall be considered in the order listed. In the event of ties, the decision would move to the next criteria. If all criteria still do not establish the most senior person the number of credits past a BA degree will be the determining factor. If that too results in a tie a coin toss will decide the issue.
- D. Opportunity shall be given for the employee to discuss the proposed transfer or reassignment with the Director of Personnel. If the employee believes that the transfer or reassignment would be unjustified or unfair, he may appeal to the Superintendent, and subsequently to the Board, as provided for in the District grievance policy.
- E. An employee being transferred or reassigned may request assignment to a vacancy that has been announced, and shall be given preference over other equally qualified applicants.
- F. The District will provide one day's per diem pay to an individual transferring to another building in the District. Permanent room-to-room transfers within a building except secondary teachers with floating assignments will be compensated at the equivalent of the long-term substitute rate.
- G. The District will make every reasonable effort to assure that an employee will not be involuntarily transferred in two (2) consecutive years.
- H. Employees who have been involuntarily reassigned to a grade level or subject area which they have not previously taught or in which they do not possess an undergraduate minor, or endorsement, issued within the last five years, will not be subject to probable cause for the non-renewal of an employee's contract for the first year of their involuntary assignment.

Section 5 Consideration Order When Filling Vacant Positions

- A. First consideration will be given to bargaining unit members returning from leave or who are displaced. Bargaining unit members returning from leave or who are displaced will be placed in a teaching position by May 1, or as soon as an available position becomes open. If the employee is not reinstated to his or her previous position they are considered to be involuntarily transferred.
- B. Second consideration will be given to bargaining unit members who were previously involuntarily transferred. Teachers who have been involuntarily transferred will retain their priority placement status until they accept an available position for which they are qualified or for two years, whichever comes first.
- C. Third consideration will be given to bargaining unit members, who are in good standing.
- D. Fourth consideration will be given to bargaining unit members, who are in good standing, and are requesting a change from part-time to full-time status.

- E. Fifth consideration will be given to bargaining unit members who were on one-year contracts, received satisfactory evaluations and have not had their contract renewed.
- F. Sixth consideration will be given to outside applicants, if no bargaining unit member applies or is deemed to be qualified for the position.

ARTICLE VIII EVALUATION

Section 1 General

Certificated classroom teachers and certificated support personnel holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth herein.

Section 2 Responsibility for Evaluation

Within each school the principal shall be responsible for the evaluation of employees assigned to the school. The administrative organization plan of the District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other supervisory or administrative staff or other certificated staff members to assist in the observation process; except that an employee's request that he/she be observed for the purposes of evaluation only by administrative or supervisory staff shall be granted. Department heads shall not be considered supervisory staff for the purposes of evaluation.

Under no circumstances will the written evaluations of a non-administrative certificated staff member be used as part of a probation or discharge action against another certificated employee. If probation or discharge appears to be likely an administrator will take over the evaluation process.

It is understood that at times non-administrative certificated staff members may be used to evaluate a classified employee. In those cases where a non-administrative certificated staff member is responsible for the evaluation process they may hold evaluation conferences. However, under no circumstances shall a non-administrative certificated staff member be included in an evaluation conference where an administrator is also attending. If probation or discharge is contemplated an administrator will take over the evaluation process.

Section 3 Evaluation Form

Each employee within thirty days of his/her employment or within thirty days from the commencement of the school year or within thirty days of the adoption of this Agreement, whichever is later, shall be given a copy of the evaluation form to be used and shall be apprised of the specific criteria upon which he/she will be evaluated.

The District shall make reasonable effort to inform each employee of District policies and rules and regulations related to instructional decisions and school and classroom procedures.
[See Addendum E – F (I) and H (I) or Addendum F – F (I)].

Section 4 Observation/Evaluation Frequency and Timelines

A. Provisional Employees

- 1.) All provisional employees (newly employed by the District) shall be observed at least four times and evaluated twice during the first year of employment.
 - a.) The first observations and evaluation shall be made within the first ninety calendar days of employment (ninety student days if employed after the beginning of a school year) and the last two observations and evaluation must be completed before May 15 of the school year.
 - b.) The observations prior to evaluation are to total at least sixty minutes.
 - c.) A written report of the observations will be given to the employee within three days of the observation.
 - d.) Within five days of the employee's receipt of the Evaluation Report, the employee may submit signed comments concerning the report, which shall be attached to the report in the employee's file and considered with the Evaluation Report.

Provisional employees in the second year of their provisional status will be observed at least twice and evaluated at least once.

- a.) The observations prior to evaluation are to total at least sixty minutes.
 - b.) A written report of the observations will be given to the employee within three days of the observation.
 - c.) Within five days of the employee's receipt of the Evaluation Report, the employee may submit signed comments concerning the report, which shall be attached to the report in the employee's file and considered with the Evaluation Report.
- 2.) Each provisional itinerant teaching staff member will be observed within the first ninety days of employment by each principal, up to a total of three, in whose building he/she teaches. These observations shall be considered along with the observations of the evaluating administrator in the evaluation process.
- a.) The first observations and evaluation shall be made within the first ninety calendar days of employment (ninety student days if employed after the beginning of a school year) and the last observations and evaluation must be made before May 15 of the school year.
 - b.) The observations prior to evaluation are to total at least sixty minutes.
 - c.) A written report of the observations will be given to the employee within three days of the observation.
 - d.) Within five days of the employee's receipt of the Evaluation Report, the employee may submit signed comments concerning the report, which shall be attached to the report in the employee's file and considered with the Evaluation Report.

B. Continuing Employees

All other employees shall be evaluated at least once a year, such evaluations to be completed not later than May 15 of the school year; EXCEPT if the principal or other supervisor contemplates recommending that an employee be placed on probation. In that case an evaluation of such employee shall be completed no later than January 15.

1. Long Form:

- a.) For the purpose of evaluation, all employees shall be observed at least twice in the performance of their assigned duties.
- b.) The observations prior to evaluation are to total at least sixty minutes.
- c.) A written report of the observations will be given to the employee within three days of the observation.
- d.) Within five days of the employee's receipt of the Evaluation Report, the employee may submit signed comments concerning the report, which shall be attached to the report in the employee's file and considered with the Evaluation Report.
- e.) After an employee has four years of satisfactory evaluations the District may use a short form evaluation.
- f.) The regular evaluation process set forth in this agreement shall be followed at least once every five years and an employee or evaluator may request that the regular evaluation process be conducted in any given school year.

2. Short Form:

- a) The short form evaluation shall include either:
 - 1.) a thirty minute observation during the school year with a written summary of the observation and a signed short form evaluation, or
 - 2.) a signed short form evaluation based on at least two observation periods during the school year totaling at least sixty minutes without a written summary of such observations being prepared.

- b.) The short form evaluation process may not be used as a basis for determining probable cause for the non-renewal of an employee's contract.

3. Growth Option: (see Section 6)

- C. Staff members may choose to have an additional observation done by a supervisor/peer within their field. They may also choose to have the building administrator join that supervisor/peer in the observation and/or observation conference.
- D. It is understood that in order to be useful to the employees, observations need to be scheduled in a timely manner. Employees and administrators need to work collaboratively to schedule observations in a time frame that will allow for improvement of instruction.
- E. Additional Evaluations

In addition to the evaluations required under Section 4(A) above, principals and other supervisors may make evaluations during the school year.

Section 5 Evaluation Report Procedures

Each evaluation described in Section 4 above shall be reported by the principal or other supervisor on the appropriate evaluation report form: Evaluation Report (Classroom Teachers), Addendum C or Evaluation Report (Certificated Support Personnel), Addendum D.

- A. The principal or other supervisor shall prepare a written statement in each category of the Evaluation Report. The statement shall be based upon the applicable evaluation criteria: Evaluation Criteria (Classroom Teachers), Addendum E, or Evaluation Criteria (Certificated Support Personnel), Addendum F.
- B. As a part of the Evaluation process the principal or other supervisor shall hold a conference with the employee and discuss the Evaluation Report with the employee. (If the administrator finds that the employee has not met the levels of expectation, the reasons therefore shall be set forth in specific terms. An identification of the specific ways in which the employee is to improve, and/or the types of assistance that shall be given by the principal, supervisor or other staff members shall also be specified.)
- C. The Evaluation Report shall be prepared in triplicate and signed by the employee. One copy shall be retained by the employee, one copy retained by the principal or other supervisor and one copy placed in the employee's personnel file.
- D. Within five days of the employee's receipt of the Evaluation Report, the employee may submit signed comments concerning the report, which shall be attached to the report in the employee's personnel file and considered with the Evaluation Report.

Section 6 Growth Option

The Growth Option process is intended to:

- Improve student learning.
- Encourage employee goal setting.
- Promote collaboration, visitations, and sharing among teaching and support staff.
- Provide opportunities to develop individualized professional experiences, learning and expertise.
- Provide opportunities to try new instructional approaches/strategies.
- Promote a supportive environment for achieving identified educational goals.

Participation in the Professional Growth Option is strictly voluntary and is contingent upon completion of four years of successful teaching and/or support services. Individuals who are approved for participation must develop a plan, which includes collaborative opportunities for the employee(s) and administrator to share and/or observe in order to monitor progress toward the goal.

Materials, records and/or portfolios expressly developed as a result of the individual's participation in the professional growth plan shall be the property of the certificated staff member and shall not be retained in the employee's personnel file or used by the district in its formal evaluation criteria.

Itinerant and support staff with their supervisor of record and a site administrator shall determine the site and the administrator for the professional growth option.

Employees may opt for the Growth Option in lieu of the short form evaluation. However, the regular evaluation process set forth in this agreement shall be followed at least once every five years and an employee or evaluator may request that the regular evaluation process be conducted in any given school year. The Growth Option process may not be used as a basis for determining probable cause for the non-renewal of an employee's contract.

A. Professional Growth Option Procedures

1. In the fall of each school year, staff must declare their intention to participate in the Professional Growth Option process by submitting the Participation Request Form to the supervising administrator by October 15.
 2. In order to establish meaningful goals that will result in an individual's professional growth, a collaborative goal setting process between the supervisor and employee(s) is essential. The purpose of goal setting is to focus on activities that will improve teaching skills and student learning. The number of goals is not as important as the quality of the goals and the efforts made to achieve them. It is, therefore, important for the individual to identify one to three goals that will result in improved student learning.
 3. The plan must include stated goal(s), activities/procedures, and resources to accomplish goal(s), documentation/evidence of learning and self-assessment/reflection. The participant and his/her evaluator must complete the Professional Growth Planning Form on or before November 15.
 4. Collaboration and sharing are encouraged throughout the school year. The District will allocate a minimum of the equivalent of two long term substitute days in pay for each accepted PGO candidate. The District will budget a minimum of \$15,000 for teachers choosing the Professional Growth Option. These funds are to be used for workshops, materials or visitations that would support the established goal. Funding is contingent upon unexpended in-service funds from the previous year. Funds may be accessed through application with the principal.
 5. Upon completion of the plan a staff member must sign the Professional Growth Option Verification Form with the administrator by June 1.
 6. Use of PGO funds for work in National Board and Professional Certification activities is encouraged where appropriate.
- B. If a supervisor has reason to believe that an employee who is in the professional growth option is experiencing difficulties in the performance of his/her professional responsibilities, the supervisor shall inform the employee in writing that an alternate form of evaluation shall be conducted. This must be done on or before January 15.

The employee may choose to return to the short form evaluation process if written notice is given no later than March 15.

Section 7 Probation

A. Supervisor's Report

In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his or her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent at least 10 days prior to the beginning of the probationary period. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions of Section 4(A) (3) above;
2. A recommended specific and reasonable program designed to assist and specific types of assistance for the employee in improving his or her performance.

B. Establishment of Probationary Period

If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status for a duration of 60 school days. On or before the first day of the probationary period, the employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:

1. Specific areas of performance deficiencies;

2. A suggested specific and reasonable program for improvement. This plan shall include a prescription for remediation which spells out courses of action which provide the employee the opportunity to demonstrate an acceptable level of performance;
3. A statement indicating: a) the duration of the probationary period and b.) that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area or areas of deficiency;
4. A prescription for assistance, when deemed appropriate in the reasonable judgment of the Superintendent, whereby the employee will be assisted in improving the level of performance to an acceptable level.

C. Evaluation During the Probationary Period

1. At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgment of the principal or supervisor, he/she may authorize one additional supervisory or administrative employee or one additional other certificated employee to observe the probationer and to aid the employee in improving his or her areas of deficiency; except that an employee's request that he/she be observed and aided only by administrative or supervisory staff shall be granted.
2. During the probationary period the principal or supervisor shall meet with the probationary employee at least twice during each 20 school day period to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of Section 8D shall apply to the documentation of evaluation reports during the probationary period. After each meeting required by this section the principal or supervisor shall prepare a memorandum summarizing the matters discussed at the meeting, including an evaluation of the progress, if any, being made by the employee.
3. The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his or her notice of probation.

- D. Following each observation, or series of observations, the observer shall promptly document the results of the observation on the appropriate Observation Report (Classroom Teachers), Addendum A, or Observation Report (Certificated Support Personnel), Addendum B. The employee shall be provided with a copy thereof within three days following the preparation of the document and no less than five days following the observation.

Documentation during any probationary period shall be accomplished as follows:

- a. Observations shall be documented as provided above
- b. After each meeting required by Section 8C2 of this article, the principal or supervisor shall prepare a memorandum summarizing the matters discussed at the meeting including an evaluation of the progress, if any, being made by the employee: and
- c. At the end of the probationary period, the principal or supervisor shall prepare an Evaluation Report as provided in Article VIII, Section 6.

E. Supervisor's Post-Probation Report

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

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

F. Action of the Superintendent

Following a review of any report submitted pursuant to section 8(E), the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

G. Open Observation

All monitoring or observation of the performance of an employee shall be conducted openly. If the observation is to be used for discharge, demotion, suspension or probation purposes, it shall be in writing, shown to and discussed with the employee and included in the employee's personnel file.

ADDENDUM A Observation Report-Classroom Teacher

OBSERVATION REPORT
(Classroom Teacher)

Name: _____

Date: _____

School: _____

Time: From _____ To _____

Class Situation Observed _____

My signature below indicates that I have seen this observation. It does not necessarily indicate agreement with the findings. I know that I am permitted to attach a written response, which shall accompany this report.

Employee's Signature

Observer's Signature

The employee shall be given a copy of this report within three days of the observation.

ADDENDUM B Observation Report-Certificated Support Personnel

OBSERVATION REPORT
(Certificated Support Personnel)

Name: _____ Date: _____

School: _____ Time: From _____ To _____

Assignment _____ Situation Observed _____

My signature below indicates that I have seen this observation. It does not necessarily indicate agreement with the findings. I know that I am permitted to attach a written response, which shall accompany this report.

Employee's Signature

Observer's Signature

The employee shall be given a copy of this report within three days of the observation.

ADDENDUM C Evaluation Report-Classroom Teacher

EVALUATION REPORT
(Classroom Teacher)

Name: _____	Type of Evaluation _____ Annual
School: _____	_____ 90-Day
Teaching Assignment: _____ (If less than full-time specify.)	_____ Other

Date: _____

_____ (Evaluator's Signature)

This evaluation is based in part upon observations for the purpose of evaluation, which occurred on the dates and for the durations indicated as follows:

CRITERIA: STRENGTH, WEAKNESSES, SUGGESTIONS FOR IMPROVEMENT
(Refer to list of evaluation criteria) (Comments must be made in each category)

Instruction Skill:

Classroom Management:

Effort Toward Improvement When Needed:

Knowledge of Subject Matter:

Professional Preparation and Scholarship:

Handling of Student Discipline and Attendant Problems:

Interest in Teaching Pupils:

Staff Relationships and General School Service:

Additional Comments:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Date

Teacher's Signature

Distribution: White – Personnel Canary – Employee Pink – Evaluator

Within five days of the employee's receipt of the Evaluation Report, the employee may submit signed comments concerning the report, which shall be attached to the report in the employee's file and considered with the Evaluation Report.

ADDENDUM C.1 Evaluation Report-Classroom Teacher

OLYMPIA SCHOOL DISTRICT NO. 111

EVALUATION REPORT

(Certificated Employee - Short Form)

NAME: _____

SCHOOL: _____

TEACHING ASSIGNMENT: _____

(If less than full-time, specify)

This is to report that the above-named certificated employee is qualified for short-form evaluation as defined in the OEA Agreement and has chosen to be so evaluated. This is also to certify that the required evaluation has occurred.

Evaluator's signature

Date

Employee's signature

Date

DISTRIBUTION: white..... personnel
 canary..... employee
 pink..... evaluator

ADDENDUM D Evaluation Report-Certificated Support Personnel

EVALUATION REPORT
(Certificated Support Personnel)

Name: _____	Type of Evaluation _____ Annual
School: _____	_____ 90-Day
Teaching Assignment: _____ (If less than full-time specify.)	_____ Other
Date: _____	_____ (Evaluator's Signature)

This evaluation is based in part upon observations for the purpose of evaluation, which occurred on the dates and for the durations indicated as follows:

CRITERIA: STRENGTH, WEAKNESSES, SUGGESTIONS FOR IMPROVEMENT
(Refer to list of evaluation criteria) (Comments must be made in each category)

Knowledge and Scholarship in Special Field:

Specialized Skills:

Management of Special and Technical Environments:

Assisting Pupils, Parents and Educational Personnel:

Effort Toward Improvement When Needed:

Staff Relationships and General School Service:

Additional Comments:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings

Date Teacher's Signature

Distribution: White – Personnel Canary – Employee Pink – Evaluator

Within five days of the employee's receipt of the Evaluation Report, the employee may submit signed comments concerning the report, which shall be attached to the report in the employee's file and considered with the Evaluation Report.

ADDENDUM E Evaluation Criteria-Classroom Teacher

EVALUATION CRITERIA (Classroom Teacher)

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

- A. Instructional Skill
 1. Identifies the learning needs of assigned pupils.
 2. Establishes learning objectives consistent with assigned pupil learning needs.
 3. Plans and develops instructional experiences appropriate to specified learning objectives.
 4. Implements an instructional plan using the principles of learning to facilitate the learning of objectives.
 5. Assesses pupils' learning and achievement of objectives and uses this information in the design of future instructional experiences.
 6. Provides plans for a substitute teacher.
 7. Gives explanations, assignments, and directions clearly.
 8. Make reasonable and appropriate assignments.
 9. Helps students develop acceptable work habits and study skills.

- B. Classroom Management
 1. Selects and uses instructional materials appropriate to the subject matter, and the objectives to be achieved.
 2. Makes effective use of instructional equipment, materials and resource personnel.
 3. Prepares equipment and materials in advance of lesson.
 4. Organizes instructional materials and classroom situations appropriate to the pupil(s), subject matter, and objectives.
 5. Organizes individual, small group or large group learning experiences as appropriate to the pupil(s), subject matter, and outcomes desired.
 6. Provides a classroom climate conducive to student learning.
 7. Maintains control and supervision of learning materials, equipment and other resources.

- C. Effort Toward Improvement When Required
 1. Is responsive to constructive criticism.
 2. Implements suggestions for improvement.
 3. Participates in appropriate in-service and career development activities.

- D. Knowledge of Subject Matter
 1. Possesses and maintains competence in subject matter.

- E. Professional Preparation and Scholarship
 1. Keeps abreast of professional organizations and professional literature.
 2. Attends workshops, professional meetings and conferences.
 3. Thoughtfully experiments with new ideas.
 4. Seeks and accepts help from administrators and supervisors.
 5. Continues his/her professional work and study.
 6. Utilizes community resources and keeps informed of current community interests.

- F. Handling of Student Discipline and Attendant Problems
 1. Recognizes conditions, which may lead to disciplinary problems and develops appropriate strategies for preventing disciplinary problems.
 2. Establishes and maintains order and discipline in the classroom, including:
 - a. Attention to the teacher when instructions are being given or the teacher requests the students to be quiet;
 - b. students' conformity to established classroom rules.
 3. Shows consistency and fairness in dealing with student behavior.
 4. Disciplines students in a firm, but controlled manner.
 5. Resolves discipline problems in accordance with law, school board policy, and administrative regulations and policies.
 6. Assists students toward self-discipline and acceptable standards of student behavior.
 7. Seeks assistance from the principal and other support personnel in resolving serious or persistent discipline problems.

- G. Interest in Teaching Pupils

1. Develops rapport with the student as an individual in a professional manner.
2. Deals with personal information and communication in a confidential manner.
3. Evaluates individual student progress regularly and maintains records for report card and/or parent conferences and reports pupil progress, in accordance with school board policy and administrative regulations and policies.

H. Staff Relationships and General School Service

1. Follows District policies and rules and regulations related to instructional decisions and school and classroom procedures.
2. Deals in a confidential manner with communications regarding other staff members, parents and students.
3. Takes responsibility for supervision and guidance of students beyond regular classroom contacts:
 - a. during the work day;
 - b. and at school sponsored activities when assigned to supervise such activities.
4. Communicates concerns for improvement in the school program through established school District channels.

ADDENDUM F Evaluation Criteria-Certificated Support Personnel

EVALUATION CRITERIA (Certificated Support Personnel)

As related to the employee's assignment the following criteria shall be used in the evaluation of certificated support personnel:

- A. Knowledge and Scholarship in Special Field
 1. Has a theoretical rationale for his/her use of various procedures.
 2. Applies the theoretical rationale in the delivery of services.
 3. Demonstrates understanding of the basic principles of human growth and development as related to assigned responsibilities.
 4. Demonstrates awareness of personal and professional limitations and the ability and knowledge to make appropriate referrals.
 5. Relates and applies knowledge, research findings and theory derived from his/her specialized field to the development and implementation of programs and services.
 6. Keeps abreast of developments in his/her specialized field and related community resources.
- B. Specialized Skills
 1. Designs and conducts program and services utilizing the specialized skills of his/her specialized field.
 2. Demonstrates the ability to assess the effectiveness of his/her programs and services and make necessary corrections.
- C. Management of Special and Technical Environments
 1. Selects or recommends the resources appropriate to student and program needs.
 2. Demonstrates the appropriate use of, and an understanding of the limitations of, devices, materials and procedures related to his/her specialized field.
 3. Maintains records and provides information consistent with codes of ethics, federal and state regulations and District policies and regulations.
 4. Maintains inventory and control over and supervision of assigned resources when appropriate.
- D. Assisting Pupils, Parents and Educational Personnel
 1. Provides specialized assistance in consultation with school staff members and others regarding programs and services designed to meet student needs.
 2. Demonstrates the interest and ability to interpret school programs and the characteristics and needs of students to staff, parents and others.
 3. Demonstrates the ability to assist other staff members in developing and utilizing the knowledge and skills deriving from his/her specialized field.
 4. Demonstrates the interest and ability to relate effectively to students individually or in-groups in the delivery of programs or services relating to his/her area of specialization.
- E. Effort Toward Improvement When Needed
 1. Is responsive to constructive criticism.
 2. Implements suggestions for improvement.
 3. Participates in appropriate in-service and career development activities.
 4. Uses self-assessment in identification of personal strengths, needs, and limitations.
- F. Staff Relationships and General School Service
 1. Follows District policies and rules and regulations related to instructional decisions and school and classroom procedures.
 2. Deals in a confidential manner with communications regarding other staff members, parents and students.
 3. Takes responsibility for supervision and guidance of students beyond regular classroom contacts:
 - a. during the work day;
 - b. and at school sponsored activities when assigned to supervise such activities.
 4. Communicates concerns for improvement in the school program through established District channels.

Addendum G Professional Growth Option

Participation Request Form

After reading the information about the Professional Growth Option and having recorded four successful years of service, I request participation in the Professional Growth Option process during the _____ school year.

I further understand that this form must be filled out and turned in to my administrator for consideration by _____.

Signature of employee _____

Date _____

This certifies that the above district employee has recorded four successful years of service and is approved for participation in the Professional Growth Option process.

Signature of evaluator _____ Date _____

(Form must be submitted to the building principal by October 15.)

Original to administrator; copy to participant

Addendum H Professional Growth Option

Planning Form

Staff Member _____

School Year _____

Goal(s):

Activities, procedures and resources to accomplish goal:

Documentation/evidence of learning: (portfolios, surveys, testing, etc.)

Plan for Self-Assessment

Plan for sharing with others: (optional)

Signature of Employee _____ Date _____

Signature of Evaluator _____ Date _____

(Form must be submitted to the building principal by November 15)

Addendum I Verification Form

Verification Form

Teacher Name _____ Date _____

Principal _____

School and Assignment _____

School Year _____

This report verifies that the above-listed certificated employee complied with the guidelines and requirements established and set forth in state statute, school district policies and regulations and the bargaining agreement between the district and the Olympia Education Association related to the Professional Growth Option Process. In order for this report to be complete, all of the following statements must be validated by a check.

The employee did complete a Professional Growth Option Planning Form which included the establishment of goals and a plan to achieve those goals.

The employee and administrator met to share and/or observe progress toward the goal.

Dates: _____

The employee shared a self-evaluation assessment with the administrator.

This is to certify that the Professional Growth Option process did occur.

Signature of School District Employee _____

Date _____

Signature of Evaluator _____

Date _____

(Form must be submitted to the building principal by June 1)

ARTICLE IX STAFF RETENTION

Section 1 Reduction in Force

The terms and conditions of Staff Retention procedures as previously agreed to by the District and the Association, and as shown in Appendix A of this Agreement, shall be made a part of this Agreement to the extent applicable to the members of the Association bargaining unit. This article shall in no way affect staff retention procedures as they relate to other District employees.

ARTICLE X ECONOMIC PROVISIONS

Section 1 General Provisions

- A. The District agrees that all employees will be correctly placed on the salary schedule. The Salary Schedule Index is shown in Appendix C.
- a. The pay for short term substitute teachers (those working fewer than eleven days in the same assignment, fewer than sixteen days in the current year, and fewer than forty-five days in the preceding school year) shall be no less than the prevailing rate for the Personnel Cooperative. Long term substitutes (those working eleven or more days in the same assignment, sixteen or more days in the current year or more than forty-five days in the preceding school year) shall be paid at a rate ten dollars higher than the short-term pay. The long-term substitute pay rate will be reviewed annually. Part-time District teachers who also substitute will be paid at the long-term rate.
- C. A listing of all options for additional pay and methods for payment will be distributed by the first day of school.
- D. In October, December, February, April and June employees will receive an update of the status of optional and staff development days.

Section 2 Supplemental Salary Schedule

It is agreed that extra-curricular activity stipends shall be computed in accordance with the Supplemental Salary Schedule, which appears as Appendix B of this Agreement. The supplemental salary schedule shall be completely subject to the compliance language of Article X, Economic Provisions, Section 6, Salary Schedules.

Section 3 Health and Related Insurance/Benefits

The District shall pay into the health benefit pool an amount equal to the state health benefit funding level multiplied by the number of FTE staff in the unit. It is understood by the parties that if excess health benefit monies exist in the pool for bargaining unit employees they will be distributed as described below; it is further understood that should anything in the distribution of health benefit monies to bargaining unit employees cause the District to be out of compliance with salary/benefit limitations, then recovery shall be initiated by the District to achieve compliance.

The District agrees to pay the full medical costs that bargaining unit members elect to carry for the contract period under Group Health, Blue Cross/WEA Select Plans (or other WEA approved health plans) or applicable military insurance up to the individual employee's allocation, as described above, plus any portion of the pool available as determined by the Association. Changes in coverage will be allowed only for those reasons recognized by the respective medical insurance program. The District also agrees to pay the cost of full-family dental (plan I) – with orthodontia (plan A) under Washington Dental Service (or other WEA approved dental plans); WEA Basic Vision Care Plan C; long-term disability salary insurance; and group term life insurance in the amount of \$50,000. WEA salary insurance may also be selected and paid by the employee.

The total cost of the above coverage will be paid monthly by the District, with the monthly premium funds to be generated from two sources:

- A. A pool generated by the state allocation for insurance for the bargaining unit for the state funding level (monthly allocation of the state funding level per FTE X number of FTEs).
- B. An overrun fund generated by the unit members. Full-time employees whose total monthly premiums exceed the state funding level shall have the difference above the state funding level deducted monthly via payroll deduction.

Employees who work half-time (1/2) or more will receive health benefits. Those employees shall be allowed a pro-rated portion of the state funding level that equals the percentage of their workday (e.g.: ½ time employee = ½ of state funding level amount). The difference beyond the allowed amount for each employee shall be deducted monthly as it is for full-time employees.

By May 15, the District and Association shall determine if adjustments need to be made in deductions to provide for any expected surplus or shortage in the pool. If such adjustments are necessary, the method shall be mutually determined and enacted beginning with the June paycheck. In no case shall any employee whose monthly premiums were less than his pro-rated portion of the state funding level be subject to any overrun deductions.

No person shall be covered at the expense of the pool both as an employee and as a dependent of another employee, nor shall any person be covered as the dependent of two or more employees for purposes of medical insurance premiums.

Coverage shall apply to the employee, spouse, domestic partner and children.

All employees have the option of participating in a District sponsored Section 125 Flexible Spending Account.

The District will pay the full cost of the HCA Retiree Subsidy.

Section 4 Mileage Reimbursement

An employee whose work assignment requires that the employee travel shall be paid mileage at the current IRS rate when the employee drives his/her own vehicle.

In the event the District furnishes a District-owned vehicle and gasoline, the employee shall not receive a mileage payment.

Section 5 Salary Schedule Advancement

A. Any employee covered by this Agreement who as a result of advanced training is eligible for advancement on the salary schedule must present evidence of such training no later than the 10th day of September. Adjustment made during September will be retroactive for any entitlement between July 1, and September 1. No salary schedule advancements shall be granted after October 1 of a school year except at the discretion of the Superintendent or his/her designee. The District personnel officer will determine what classes shall be counted for salary schedule advancement based on applicable state laws and regulations.

Although it is not required that classes be verified prior to taking them, it is recommended. Should the District personnel officer determine that a class or credit is not acceptable; a staff member may appeal to a committee composed of two administrators and two representatives of the Olympia Education Association. The Superintendent shall appoint the two administrative representatives and the Olympia Education Association shall appoint the two teachers representatives.

The Advancement Appeal Committee shall meet periodically as needed, to be determined by the Assistant Superintendent. The decisions of the Advancement Appeal Committee shall be final unless a tie occurs in which case the final judgment shall be made by the Superintendent or his/her designee (such designee not to have been involved in the deliberations up to that point).

B. For salary schedule advancement, part-time experience including substituting (from 1980 to present as per current practice) will be counted and shall be computed in tenths of school years. One-tenth of a year of experience shall be eighteen days of full-time teaching experience in a single assignment or the equivalent amount at a part-time rate; e.g., 36 days of half-time experience. One year's salary advancement shall be granted when the employee's total experience, i.e., the sum of all full and fractional years of experience as differentiated from salary schedule placement, exceeds his/her present salary placement by one-half year or more, PROVIDED that the beginning point for current employees shall be their respective placement on October 1, 1983.

C. Clock hours will be counted toward salary schedule advancement at the rate of one college quarter hour credit for ten clock hours.

Section 6 Salary Schedules

A. The District agrees to pass through salary increases provided by the state for certificated employees, which are legally applicable during the life of the Agreement.

If the above salary settlement causes the District to exceed the amount and/or percentage of funds authorized by law for employee salaries or causes the District to exceed the amount funded to, and received by, the District for employee salaries and compensation, the District shall automatically adjust employee salaries and compensation to provide full compliance with all applicable state laws and the state operating appropriation act.

Upon District receipt of final annual computations on salary and staff mix, the District shall make adjustments necessary to ensure that all of the above capacity be expended on the salaries of the certificated staff of the District.

In the event of disagreement between parties over a salary increase granted during the life of this Agreement, the District and Association will meet to negotiate concerning the disagreement and the District's pass through commitment will be deemed null and void except as otherwise agreed to in negotiations.

Section 7 Payment Method

Each employee shall be paid in twelve monthly installments. Each payment shall be one-twelfth (1/12) of the contracted salary. Payroll checks shall be issued to employees on the last business day of each month with the exception of those who have authorized direct deposit. Regular part-time substitute employees covered by this Agreement shall be paid by direct deposit. All compensation owed to an employee who is leaving the District shall, upon written request, be paid within fifteen days after the final day of work.

ARTICLE XI WORK YEAR

The work year shall be as indicated in the District calendar (Appendix D). School closures may be made by the Board as provided by law in the event of difficult weather or other emergencies. Resultant changes in the calendar shall be made after consulting with the Association.

The following parameters are to be established regarding the annual calendar:

- A. The student school year will begin the second day after Labor Day.
- B. Thanksgiving vacation will be Thanksgiving Day and the succeeding Friday.
- C. Winter vacation shall be ten-week days encompassing December 25 and January 1.
- D. Mid-winter break shall be Presidents' Day and a mutually agreed upon fourth day.
- E. Spring vacation will be the third full week in April unless that date directly conflicts with the administration of state testing (i.e. WASL), in which case, the date will be moved to the second full week in April.
- F. Federally set Veterans' Day, Presidents' Day, Memorial Day and Martin Luther King's birthday will be non-student days.
- G. Any make-up days will occur at the end of the regular school year.
- H. If it is to the benefit of both parties these parameters may be altered with the mutual agreement of both parties.
- I. Students will be dismissed one-half day early on the last scheduled day of school.
- J. Two non-student days will be schedule with the mutual agreement of the OSD and OEA for the purposes of District Staff Development.
- K. Two early release days (two and a half-hours) per year will be scheduled as follows:

ALL ELEMENTARY SCHOOLS

- 1. The last day of the first quarter.
- 2. The last day of the second trimester.

ALL MIDDLE SCHOOLS

- 1. The last day of the first quarter.
- 2. The last day of the first semester.

CAPITAL AND OLYMPIA HIGH SCHOOLS

- 1. The last day of the second six week grading period.
- 2. The last day of the first semester.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of this article is to provide for the orderly and expeditious adjustment of grievances of individual certificated employees of the District.

Section 2 Definitions

As used in this article:

- A. "Grievance" means an alleged misinterpretation or misapplication of a term(s) of this agreement or District Policy. Grievances of District Policy are limited to filing a complaint with the School Board as defined in School Board Policy 1312. To be accepted, a grievance must be identified and submitted no later than forty-five working days from the event or condition on which the grievance is based. ("Working days" shall be defined as those days on which the individual(s) involved in filing the grievance would be on duty.)
- B. The applicability of this grievance procedure to evaluation and probation shall be limited to the failure of any principal or other supervisor to comply with the procedures for evaluation set forth in Article VIII of this Agreement, PROVIDED, that the evaluation judgments made by a principal or other supervisor shall be limited to such grievance provisions through Step II, Office of the Superintendent, and PROVIDED further that the pendency of any grievance proceeding hereunder shall not limit or affect the authority of the District to proceed with probationary, non-renewal or discharge action pursuant to the requirements of state law.
- C. "Grievant" means an employee, a group of employees or the Association having a grievance.

Section 3 Association Grievances

The Association may grieve any alleged misinterpretation or misapplication of a term(s) of this agreement or District Policy. Grievances of District Policy are limited to filing a complaint with the School Board as defined in School Board Policy 1312.

Association Grievances may only be taken through the Superintendent's level and shall not be subject to arbitration.

Section 4 Procedure

The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this section may be extended by mutual consent of the District and the employee or employees whose grievance is being considered.

Step I – Building Level Concerns

The grievant shall have the choice of one of two options:

- Option 1: The grievant shall take up the problem with his/her immediate administrative superior (in most cases the Principal) in private conference(s), and every effort shall be made to adjust the problem in an informal manner. Problems addressed in this manner should be reduced to writing on the form entitled "Building Level Concern"; the Principal will have ten working days from the initial contact to reach a satisfactory resolution. If such a resolution is reached, in any subsequent reporting the issue will be referred to by the District or the Association as "resolution of issues at the building level" (as distinguished from grievances). Normally, the person(s) raising the specific problem and the administrative superior will be involved at this level; if the employee wishes to be accompanied by an OEA building representative then the principal should be notified in advance.
- Option 2: If the problem involves the relationship between the employee and his/her administrative superior, then he/she may initially present the concern, under Option II on the Building Concern Form, to the Director of Personnel. The Personnel Director shall have ten working days from receipt of the written concern to reach a resolution.

If a satisfactory solution is not reached within ten working days, the employee may file a grievance under Step II of this provision.

Step II – Grievance

If the building level concern is not adjusted to the satisfaction of the grievant then the grievant may initiate a grievance directly to the Superintendent, by submitting a statement in writing to the Office of the Superintendent (either the Superintendent or his/her designee may deal with the grievance). If the grievance is denied the grievant must be notified in writing within the twenty day timeline. The statement of the grievance shall contain:

- A. The facts on which the grievance is based.
- B. A reference to the specific provision(s) of this Agreement which have been allegedly violated; and
- C. The remedy sought.

At all steps the grievant shall be entitled to be accompanied by an OEA Representative.

Step III – Arbitration

If the grievance has not been adjusted to the satisfaction of the grievant the grievance may be submitted to final and binding arbitration. The grievance shall be determined withdrawn if neither party files a request for arbitration within 20 days of the grievant's receipt of the letter of notification of the denial of the grievance. Such arbitration shall be conducted by an arbitrator selected by the grievant and the District and shall be conducted under the rules of the American Arbitration Association.

If the two parties cannot agree upon an arbitrator, an arbitrator shall be selected by the American Arbitration Association.

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

Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

The District and the Association shall, by mutual consent, fix the amount of the compensation to be paid for the services of the arbitrator. The Association or the District, whichever is ruled against by the arbitrator, shall pay the compensation of the arbitrator, including necessary expenses.

The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs.

All decisions arrived at under the provisions of Step III, by the representatives of the District and the Association, or the arbitrator, shall be final and binding upon both parties; provided, however, in arriving at such decisions neither of the parties nor the arbitrator shall have the authority to alter this Agreement in whole or in part.

All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, may testify with full assurance that no reprisal will follow by reason of such participation.

ARTICLE XIII DURATION AND GENERAL PROVISIONS

Section 1 Contract Compliance

The Superintendent and his/her designee shall meet at mutually agreed times with the Association President and his/her designee to discuss matters pertaining to compliance with this Agreement.

Section 2 Conformity to Law

The District and the Association agree that this Agreement shall be binding on both parties, except that if any section or provision is or shall be contrary to law, then such sections or provisions shall not be applicable, performed or enforced except to the extent permitted by law. The remainder of this contract shall not be affected thereby and the District and the Association shall enter into negotiations concerning alternative provisions for those sections of the Agreement affected.

Section 3 Duration

The period of this Contract shall be September 1, 2008 through August 31, 2009.

Section 4 Waiver and Complete Agreement

This Agreement may be altered, changed, added to, deleted from or modified through the mutual consent of the parties. This Agreement constitutes the entire Agreement between the parties, concluding collective bargaining for its term, except for negotiations over a successor collective bargaining agreement, except as otherwise provided herein. In accordance with Section 4 above, before the expiration of this Agreement the parties shall meet and negotiate at mutually agreeable times in an effort to mutually agree on the terms and conditions of a successor agreement.

ARTICLE XIV NO STRIKE NO LOCKOUT CLAUSE

The Employer and the Association agree that disputes, which may arise between them, shall be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all of its employees during the term of this Agreement and the Association agrees that there will be no strikes during the term of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal.

Attest:

For the Association:

For the District:

David Johnston, President

Bill Lahmann, Superintendent
Secretary of the Board

APPENDIX A STAFF RETENTION

I. Experience/Seniority List

In anticipation of the possibility of a reduction-in-force, the District will annually compile and place on the District website the certificated employee seniority list. Employees will be listed from greatest to least senior using the formula for determining experience/seniority shown below. This list will include the following information: total teaching experience; Olympia School District teaching experience; certifications; and endorsements.

Beginning in January of 2007, this list will be posted on the District website each January. The District shall notify certificated employees that the posting is available, sending a letter to the last known address of employees on leave. Further, in each communication the District will notify employees that they have twenty (20) working days to report any dispute regarding their experience. Any such dispute must be submitted in writing with supporting documentation to the District and Association. If no such dispute is submitted, it is presumed the employee agrees with his/her placement. Beginning in March 2007, a final list will be posted on the District website each March.

The District will provide a paper copy of each list to each building. Additional paper copies shall be provided to individuals upon request.

Formula for Determining Experience/Seniority:

Years of teaching experience, to include current contract year, will be counted toward seniority.

Ties will be broken in the following order:

1. Placement on the salary schedule to include consideration of credits within the steps as recorded in the Personnel Office as of October 10th of the current school year
2. Washington State teaching experience
3. All teaching experience
4. Hire date with Olympia School District
5. If necessary, a drawing of lots conducted by a disinterested third party.

II. General

The Board of Directors shall determine the educational program and services for the District. Such determination is based upon the educational goals of the District and the financial resources available for the following school year. Any decision by the Board that the certificated staff of the District should be reduced for the following school year shall be for financial necessity resulting from levy loss, District wide or site specific declining enrollment, or other loss of revenue, (e.g., a substantial reduction in the state per pupil allocation of funds).

In the event the Board determines the assured financial resources of the District will not be adequate to permit the District to maintain its programs and services at the same levels for the following school year, it shall adopt a reduced plan of programs and services. This plan will be based upon the guidelines set forth in Section III of this process. In the event reductions in certificated staff become necessary, Section IV shall be applied to identify those certificated staff members, if any, who must be laid off.

To ensure consistent, clear and accurate information is disseminated between the District and certificated employees, a communication team will be identified to direct all messages regarding layoff status and updates. This team will include the Association President (or designee), the Communications Director and the District's Human Resource Director (or designee). Information will be made available to all employees through established channels such as email messages, website postings, meetings, phone calls, etc.

III. Guidelines for Retention of Programs and Services

Highest priority shall be given to maintaining the strong basic education program offered during regular school operating hours and minimizing the effect upon students of any reductions made. If the educational program and services of the District must be reduced due to lack of financial resources, the following guidelines shall be followed in determining the programs and services to be retained, reduced or eliminated:

1. The Board will consider and initiate budget reductions in non-instructional areas prior to the lay-off of any certificated staff;
2. The District agrees not to reduce the present salary schedule as a means of maintaining the current educational program, except when agreed to by both the Association and the Board;

3. Priority will be given to maintaining books, supplies, and equipment used by students in fulfilling basic classroom objectives;
4. Efforts will be made to maintain programs, which are dependent upon categorical revenues and local expenditures (e.g., special education, vocational education, Title I). Priority will be given to those programs directly related to basic program objectives;
5. Student activity programs funded by the District are recognized as an integral part of the District's total education program. Some activity programs may be continued at a reduced level of funding. Activity programs which cannot be continued at a reduced level of funding shall be eliminated;
6. Elimination of supplemental extra-curricular and/or extended day contracts not mandated by retained programs shall occur before the number of certificated personnel is reduced. Exceptions may be made for supplemental extra-curricular and/or extended day contracts deemed necessary for the efficient operation of the District;
7. Modification in the District transportation program, beginning with the high school level, will be considered as an economic measure prior to the reduction in number of certificated personnel.
8. When possible, the District shall maintain the ratio of administrative positions to the total number of non-administrative positions existing on the opening day of the current school year.

IV. Certificated Staff Retention

Once determination has been made that certificated staff will be reduced, the District will determine what positions will be retained and reduced.

- A. A preliminary determination of positions to be reduced shall be made following the Board's decision of the necessity for a reduced or modified program. The communication team will notify District employees of the results of this determination in writing within five days.
- B. Vacancies created by leaves, resignations, retirements, etc., will be taken into consideration in determining the number of available certificated positions for the following school year.
- C. The final experience/seniority list published in March will be used to determine which employees will be placed on the reduction-in-force list.
- D. Using the experience/seniority list, employees will be placed into their original job assignments, including employees on leave. The most senior employee whose original position is no longer available to him/her will be the first person on the reduction-in-force list. Everyone with less seniority than this individual is then placed on the reduction-in-force list.
- E. Notification of placement on the reduction-in-force list will not occur at the workplace, but instead will be mailed to the employee's home address. As much information as possible regarding the number of eliminated positions and the total number of employees receiving reduction-in-force will be included in the notification.
- F. Certificated employees shall be considered for retention in any and all endorsements and/or specialties for which they are qualified.
- G. Starting with the most senior person on the reduction-in-force list, the Human Resources Director or designee will contact individuals to offer positions in conjunction with areas of endorsement. The offer will be:
 - A: to return to the original position if possible
 - or, if A is not possible
 - B: to choose from a total of 5 positions, in any endorsed area(s). These choices will be taken from the least senior on the seniority list.
- H. When there is a choice an employee may not choose an eligible position resulting in the unemployment of another employee with 10 or more years of seniority.
- I. Full-time employees are not obligated to any part-time employment but may choose to accept such employment on a voluntary basis. Part-time employees may not be offered a position of greater FTE.
- J. Individuals have one working day (until 5:00 pm following the day of offer) to accept or decline any of the positions offered.
- K. When all positions have been filled, employment will be terminated for individuals who have not secured a position with the District.

L. When an employee has received a reduction-in-force notice, and has not yet accepted a position within the District, emergency leave may be used for the purpose of interviewing in another District. The employee may also choose to use personal leave for same purpose during the last week of school without the explicit consent from the building administrator or human resource director.

V. Additional Considerations

A. Possession of a valid Washington State Certificate required for the position(s) under consideration shall be a prerequisite for retention. Those teaching out of their endorsed area(s) will be subject to an involuntary transfer for any unendorsed portion of their FTE.

B. Reduction-in-force language supersedes typical hiring practices through August 31st of the following year or until all individuals from the reduction-in-force list have been placed.

C. Individuals who do not retain their original position during this reduction-in-force process will be given involuntary transfer status.

D. When a reduction-in-force occurs within the District, a moratorium will be placed on out-of-district hiring and within-District voluntary transfers until it is determined there are no qualified teachers remaining from the reduction-in-force list.

E. Employees from the reduction-in-force list who accept a one-year only leave replacement contract will be eligible to apply for positions in the Olympia School District as in-district candidates until August 31st of the following year.

F. Employees on leave of absence are not precluded from being placed on the reduction-in-force list, nor precluded from reduction-in-force procedures.

G. Employees whose employment has been terminated as a result of the reduction-in-force have the option of continued participation in insurance programs at their own expense (as per COBRA guidelines); provided such practice is permitted by the insurance companies.

APPENDIX B SUPPLEMENTAL SALARY SCHEDULE

HS Band_____	16%
HS Campus Service_____	16%
HS Writing Lab Tutor _____	16%
HS Choral_____	13%
HS Orchestra_____	13%
Library Chair_____	12%
PE Chair_____	12%
HS Audio Visual_____	11%
HS Chemical Storage_____	10%
HS Graphics_____	10%
Creativity Festivity District Chair_____	10%
Copy Center Supervisor _____	10%
MS Activity Director _____	10%
HS FBLA Advisor _____	10%
DECA Advisor _____	10%
HS FHA Advisor _____	9%
Advanced Business Information Instructor _____	8%
HS FFA Advisor_____	8%
HS Sports Medicine Practicum Supervisor _____	8%
HS Skills USA Advisor _____	8%
HS Academic Decathlon _____	8%
HS Knowledge Bowl _____	8%
HS Yearbook _____	8%
HS Newspaper _____	8%
MS Vocal Director _____	8%
MS Band Director _____	8%
MS Orchestra _____	8%
TCTV Debate _____	8%
DD Teachers _____	6%
Staff Development Chairperson _____	6%
HS Natural Helper _____	6%
HS Bridges _____	5%
HS Photography _____	5%
HS PA _____	5%
HS Pep Band (10-12 total events for girls and boys basketball) _____	5%
HS Counselor _____	5%
MS Yearbook _____	5%
HS Honor Society _____	4%
HS Social Committee Advisor _____	4%

12th Grade Advisor _____	4%
Elementary Principal Designee _____	4%

APPENDIX B SUPPLEMENTAL SALARY SCHEDULE

Self-contained Autism Teacher _____	4%
HS Natural Helper Assistant _____	3%
HS Pre-School Coordinator _____	3%
HS Student Activists Club _____	3%
Elementary Band (per building) _____	2%
Elementary Orchestra (per building) _____	2%
Elementary Choral/Vocal (per building) _____	2%
11th Grade Advisor _____	2%
10th Grade Advisor _____	2%
9th Grade Advisor _____	2%
HS/MS Math Team _____	2%
Foreign Exchange Student Coordinator _____	2%
Key Club _____	2%
Student Teacher Mentors _____	1%

Additional Positions

National Competition

Any coach whose students qualify for national competition and he or she actually accompanies them to the competition will receive a 2% stipend

Teachers New to the Profession

The District will provide one day's per diem pay to teachers new to the profession for the purpose of setting up his or her room.

Itinerant Teacher

Any teacher who teaches at more than one building and is not otherwise compensated will receive a 4% stipend. It is understood that mileage is not considered compensation for itinerancy.

Room to room itinerancy applies to classroom teachers who are required to carry equipment with them and/or significant amounts of classroom materials to three or more classrooms in the course of a day. Grade books and papers to be distributed to students would not be considered as significant amounts of classroom materials.

Testing Coordinator

- 0-500 students..... 3%
- 501-1000 students..... 4%
- 1000 + students..... 5%

Vocational Education Stipend

A vocational education stipend of 2% for vocational teachers working in classes qualifying as vocational classes. Attendance at conferences and workshops pertaining to vocational education is contingent upon program budget and administrative approval.

Outdoor School

Compensated at the hourly rate of a beginning teacher for all hours worked up to a maximum of 16 hours per day.

Home Visits

An employee who has been directed, or is given approval by his or her principal, to conduct a home visit, which extends his or her contract day, will be reimbursed at his or her regular rate of pay.

International Baccalaureate/Advanced Placement Coordinator

Will receive two (2) release periods for the duties of the position (in addition to the normal planning period).

Department Head

- 1-3 other teachers 9%
- 4-6 other teachers 10.5%
- 7 or more teachers 12%

Each department head will receive the equivalent of three days substitute pay per year in order to partially compensate them for the loss of preparation time caused by their duties. All high school certificated employees will be assigned an appropriate department.

Extended Days

Persons occupying the following positions shall receive the following additional days:

- teacher-librarians 5 days
- high school counselors 5 days
- middle school counselors 2 days*
- HS AV Coordinator 2 days
- nurses 1 day

*Each middle school will have two additional days that will be used for scheduling.

School Based Special Events Discretionary Fund

- Elementary 15% 0-300 students (each additional 150 students or major fraction, 3%)
- Middle School 12%
- High School 10%

The intent of this fund is to compensate bargaining unit members for those tasks outside their normal duties. All Allocations of funds from this source will be done annually by a building committee based on submissions by bargaining unit members. Staff will be provided the opportunity to give input regarding use of the funds and will give the final approval to the decisions of the committee. If funds are to be dispersed to a non-bargaining unit member, a two-thirds vote of those bargaining unit members voting is required. Prior to a vote all bargaining unit members must be notified of the time, location and procedure for voting. Disbursement of funds cannot be used to purchase items.

Any funds not expended may be carried over to the subsequent year and will be in a separate line item designated as Special Events Discretionary Fund.

Grant Facilitator

The District will consider applications for stipends from persons planning to apply for grants from Non-District sources and such grants are of direct benefit to students.

Subject area Chairs (PE and Library)

- 1) Positions are for two-year terms.
- 2) Positions shall be posted by April 15, and filled by June 1.
- 3) Positions shall be filled by unit members presently teaching in the respective subject area.

The following positions are required to extend the normal workday by 45 minutes three days per week:

- Psychologist Educational Specialist
- Evaluation Specialist Communication Disorder Specialist Department Head.

As compensation for this time these positions will receive a stipend of 13% of the base salary.

Elementary/Middle School Principal Designee

The individual(s) designated to assume the monitoring duties of the building administrator when he or she is away from the building shall receive compensation based on the number of days of service. For this

compensation six hours equals one day. Hours are accumulated based on the actual time the designee is performing principal duties. The stipends for this service are as follows:

- 0 to 5 days – 4%
- 5 to 10 days – 7%
- more than 10 days – 10%

The following guidelines are to be followed in documenting the designee's time:

A designee is considered required to perform principal duties when they perform work as a result of one or more of the following:

- principal is ill and unable to report to work.
- principal is out of the district.
- principal is in the district but unable to be recalled to the building.
- he/she is asked by the office to attend to a problem.

Time increments will be rounded to the nearest half-hour. In no instance shall less than a half-hour be credited.

**Olympia School District 111
Teachers Salary Schedule
2008-09**

Base	\$34,426								
	01	02	03	04	05	06	07	08	09
Yrs of									
Exp.	BA	BA+15	BA + 30	BA+45	BA + 90	BA+135 *	MA	MA+45	MA+90
0	\$ 34,426	\$ 35,356	\$ 36,319	\$ 37,285	\$ 40,383	\$ 42,378	\$ 41,274	\$ 44,372	\$ 46,369
1	\$ 34,889	\$ 35,832	\$ 36,808	\$ 37,816	\$ 40,946	\$ 42,931	\$ 41,733	\$ 44,863	\$ 46,847
2	\$ 35,331	\$ 36,283	\$ 37,269	\$ 38,354	\$ 41,476	\$ 43,481	\$ 42,195	\$ 45,316	\$ 47,321
3	\$ 35,786	\$ 36,747	\$ 37,743	\$ 38,864	\$ 41,979	\$ 44,033	\$ 42,632	\$ 45,746	\$ 47,801
4	\$ 36,232	\$ 37,235	\$ 38,238	\$ 39,397	\$ 42,531	\$ 44,599	\$ 43,091	\$ 46,225	\$ 48,295
5	\$ 36,693	\$ 37,701	\$ 38,713	\$ 39,937	\$ 43,059	\$ 45,169	\$ 43,558	\$ 46,681	\$ 48,791
6	\$ 37,167	\$ 38,153	\$ 39,200	\$ 40,484	\$ 43,591	\$ 45,713	\$ 44,036	\$ 47,144	\$ 49,264
7	\$ 37,999	\$ 39,000	\$ 40,061	\$ 41,415	\$ 44,568	\$ 46,748	\$ 44,932	\$ 48,084	\$ 50,265
8	\$ 39,218	\$ 40,273	\$ 41,359	\$ 42,825	\$ 46,021	\$ 48,281	\$ 46,341	\$ 49,538	\$ 51,797
9	\$ -	\$ 41,591	\$ 42,731	\$ 44,250	\$ 47,521	\$ 49,858	\$ 47,765	\$ 51,038	\$ 53,374
10	\$ -	\$ -	\$ 44,120	\$ 45,749	\$ 49,063	\$ 51,478	\$ 49,265	\$ 52,580	\$ 54,993
11	\$ -	\$ -	\$ -	\$ 47,291	\$ 50,677	\$ 53,141	\$ 50,807	\$ 54,194	\$ 56,656
12	\$ -	\$ -	\$ -	\$ 48,784	\$ 52,335	\$ 54,872	\$ 52,410	\$ 55,851	\$ 58,389
13	\$ -	\$ -	\$ -	\$ -	\$ 54,034	\$ 56,646	\$ 54,069	\$ 57,550	\$ 60,162
14	\$ -	\$ -	\$ -	\$ -	\$ 55,740	\$ 58,486	\$ 55,778	\$ 59,368	\$ 62,003
15	\$ -	\$ -	\$ -	\$ -	\$ 57,191	\$ 60,008	\$ 57,227	\$ 60,911	\$ 63,615
16 or more	\$ -	\$ -	\$ -	\$ -	\$ 58,334	\$ 61,207	\$ 58,372	\$ 62,129	\$ 64,887

The BA+135 column is a "grandfathered" column. Required credits must have been earned prior to January 1, 1992.

Please visit our District website at www.osd.wednet.edu to view the 2008/2009 school year calendar.

APPENDIX E Building Level Concern (Article XII, Section 4)

School: _____

Name: _____

Date: _____

Option chosen: _____ I - filed with building principal

_____ II - filed with Personnel Director

Concern:

(Please make 3 extra copies of this form: original to Principal, 1st copy to staff member, 2nd copy to school building representative, 3rd copy to OEA.)

(Please make 3 extra copies of this form: original to Principal, 1st copy to staff member, 2nd copy to school building representative, 3rd copy to OEA.)

OLYMPIA SCHOOL DISTRICT NO. 111
SHARED LEAVE TRANSFER FORM

I authorize the Olympia School District to transfer _____ days of my eligible earned sick/annual leave for:

Unrestricted Pool Donation _____

Specific Donation For: _____

By: _____
Employee Unit* Date

* Indicate unit: OEA OEAA OEOPA TEAMSTER PRINCIPAL CENTRAL OFFICE

PAYROLL DEPARTMENT

_____ Your pool donation has been made.
_____ Your specific donation was made to _____ on _____.
_____ Excess time was donated and your specific donation was not required.

By: _____
Payroll Officer

WHITE – Payroll/Pool Administrator YELLOW – Office PINK – Employee

APPENDIX K Contract Waiver Request (Article III, Section 18)

School: _____

Date: _____

Contract provision(s) to be waived:

Proposed change(s) to the contract:

A copy of the results of a secret ballot vote (see Article II, Section 18 for vote procedure) signed by the principal and head OEA Building Rep must be included with the application.

Waivers must be approved by the OEA Executive Board and the Superintendent or his/her designee. Notification of acceptance will be sent to all staff and the principal following approval. (Article III, Section 18)

(Please make extra copies of this form: original to OEA, 1st copy to Personnel Office, 2nd copy to school building representative, additional copies to all building bargaining unit members.)

Waivers are for one year only

Olympia School District
Due Process Conference Form

Employee's Name: _____

Supervisor's Name: _____

We affirm that a Step I conference was held on this date: _____
See Article III, Section 2, Right to Due Process

Briefly summarize the discussion below:

Employee's Signature: _____

My signature below indicates that I have seen this summary. It does not necessarily indicate agreement with the findings. I know that I am permitted to attach a written response, which shall accompany this report.

Supervisor's Signature: _____

APPENDIX M **DAMAGE CLAIM FORM** (Article III, Section 4)

School: _____

Name: _____

Date: _____

Items Stolen, damaged or destroyed:

Cost

Briefly explain the circumstances that caused the claim:

My personal insurance deductible limit is: _____

I attest that the damage to the property was not caused as a result of personal negligence and all information presented is true.

Employee Signature

Principal Signature

Date _____

Date _____

One copy of the form should go to the Personnel Director, one to OEA and the other to the employee.

APPENDIX N GRADE CHANGE APPEAL PROCESS (Article III, Section 3)

If a student grade is changed the building administrator must notify the teacher within three working days. The teacher has the right to appeal the change. The request must be made in writing to the building principal within three working days of his or her notification of the changed grade.

At that time the principal will convene an appropriate appeals committee.

The following guidelines pertain to the committee:

A. Composition

- Each year the department chair will submit the names of two members who are willing to serve as a member of an appeals committee.
- When an appeal is called for the principal will randomly select three departments, which have not been involved in the appeal, to serve as the committee.
- The department chair will ask the member in his or her department, who has not heard an appeal for the greatest time, to serve. If that member is not able to hear the appeal the other member will be selected.

B. Timelines

- The committee will meet within five working days of notification of the teacher's appeal.
- The committee will notify the administrator and the teacher within three working days of hearing the appeal.

C. Testifying

- The teacher, the student and the person who recommended the grade change may submit oral and/or written testimony before the committee.

Appendix O

Supporting Data For Open Position Applicant (Article VII, Section 2)

School: _____

Name: _____

Date: _____

Position Sought: _____

Relevant Trainings: _____

Special Skills:

Personal Statement:

This form is to be sent to the principal of the school with the identified open position. A copy should be sent to the Personnel Director. Principals are responsible for duplicating this form to all members of the interview team.

Appendix P

**Olympia School District
Conference/Workshop Approval and Visitation Fund Request**

STEP 1: Please fill-in-the blanks below regarding the conference/workshop you wish to attend. (Please word process or print clearly.)

Today's Date: _____ School: _____ Date(s) of Conference/Workshop: _____

Name(s): _____

Title of Conference/Workshop: _____

This conference/workshop relates to my building assignment and supports the building plan in this way:

I / We will use this conference/workshop in this way:

STEP 2: Please attach a copy of the conference/workshop flyer and completed registration(s) information.
Please complete and attach a District *Travel Request* form, if needed.


STEP 3: Funding: Please check and answer one or more of the blanks below regarding a request for funding.


- a. _____ Building Visitation Funds to pay for conference/workshop registration(s)
a.1 Total cost of conference/workshop registration(s) fee \$ _____
- b. _____ Building Visitation Funds to pay for substitute(s) at long term sub rate. b.1. Total cost of Sub Days Needed \$ _____
b.2. If this is a group request, how many subs are needed per person per day? _____
- c. _____ Building Visitation Funds to pay for other expenses c.1. Total Estimated Cost of Other Expenses \$ _____
c.2. Explain Other Expenses: _____
- d. Total Visitation Budget Request: \$ _____


STEP 4: If requesting staff development hours or LID make-up hours, please check the item below. *(must occur outside regular school day)

- a. _____ * Staff Development Hours a.1. Total # Staff Development Hours Requested _____
- b. _____ * Learning Improvement Days (LID) b.1. Total # of LID Hours Requested _____

STEP 5: Return this form with flyer and completed registration to your Staff Development Coordinator or inservice team in your building.

 Building Inservice Approval (SDC or building inservice rep) _____ Yes _____ No
Signature: _____ Date: _____

 Principal's Approval _____ Yes _____ No Building Budget Code: _____
Signature: _____ Date: _____

 District Approval (Staff Development and LID) _____ Yes _____ No _____ Not Applicable
Signature: _____ Date: _____

STEP 6: Once funding is approved, pay registration with the procurement card. See building/ secretary/SDC/principal for the process.

STEP 7: To claim approved items, submit the applicable documentation to the building Staff Development Coord., secretary or principal:

Compensation Time Slip for staff devel. hours, *Absence Slip* for sub time, *Travel Expense Voucher*, and verification of attendance.

Out of district conference or workshop clock hours are not included in your School Building Staff Development Plan.

You must apply through the workshop sponsor for credit or clock hours.