

Collective Bargaining Agreement

BETWEEN

Oroville School District

&

Oroville Education Association

2020 - 2021

September 1, 2020 - August 31, 2021

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ARTICLE I. ADMINISTRATION OF AGREEMENT

Section A: Definition of Terms

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

1. The term **District** shall mean the Oroville School District #410, Oroville, Okanogan County, Washington.
2. The term **Board** shall mean the Board of Directors of the District.
3. The term **Association** shall mean the Oroville Education Association that is affiliated with the North Central Washington UniServ Council, the Washington Education Association, the Oroville Coaches Association, and the National Education Association.
4. The term **Parties** shall mean the District and the Association.
5. The term **Agreement** shall mean this collective bargaining agreement.
6. The term **Employees** shall mean those contracted certificated employees for whom the Association is recognized as the exclusive bargaining agent.
7. The term **Superintendent** shall mean the chief administrative officer of the District or his/her designee.
8. The term **President** shall mean the President of the Association or his/her designee.
9. The term **Contract** shall mean the individual contract issued to each employee pursuant to RCW 28A.405.310.
10. The term **Supplemental Contract** shall mean that contract issued and signed in accordance with RCW 28A.405.240, and refers to contracts for duties other than classroom teaching requiring a teaching certificate to fulfill.
11. The term **OSPI** shall mean the office of the Washington State Superintendent of Public Instruction.
12. The term **WAC** shall mean the Washington Administrative Code.
13. The term **RCW** shall mean the Revised Code of Washington.
14. The term **Day(s)** shall mean employee contract days, except as otherwise indicated.

15. The term **Temporary Contract (known duration)** shall mean an employee contracted for a specified period of time beyond twenty (20) consecutive days. Said employee shall be eligible for salary placement pro-rated to a daily basis, pro-ration of sick leave, pro-ration of insurance (if assigned for more than a semester) and full rights of representation to the extent of proper salary placement and pro-ration of benefits and sick leave.
16. The term **Long Term Sub** shall mean an employee contracted for an unspecified period of time exceeding twenty (20) consecutive days. Long Term Subs will be paid at their index according to the State Salary Schedule beginning on the 21st day of consecutive substitute employment. Said employee shall be eligible for pro-rata salary placement, pro-rated sick leave and for full rights of representation to the extent of salary placement and sick leave.
17. The term **bargaining unit** shall refer all contracted certificated staff employed by Oroville School District in a position requiring a teaching certificate.
18. **"Seniority,"** with regard to assignments, transfers, and vacancies, referenced in Article III, Section F of this document, is defined as total number of years teaching in this District. When two employees have equal seniority, the date of hire shall be the determining factor. In instances where an employee has interrupted service, the most recent date of hire shall be used as the determiner. Lot shall break ties in seniority.

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

"Seniority," with regard to all other articles or cases is defined as having the greatest experience or years of service.
19. **"Categorical funding"** refers to funding from sources other than Basic Education.
20. **"Extra-curricular contract"** refers to the OCA contract established to oversee agreements between the District and employees fulfilling supplemental positions that do not require a teaching certificate.

Section 8: Recognition

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

Section C: Status of Agreement

1. **Sole Agreement:** This shall be the sole agreement between the Parties regarding wages, hours, and terms and conditions of employment of employees in the District.
2. **Individual, Extended and Supplemental Contracts:** All individual employee contracts, extended, and supplemental contracts shall be deemed consistent with the appropriate terms of this Agreement. In the event there are actual inconsistencies between such contracts and this Agreement, the terms of this Agreement shall be controlling.

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

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

3. **Extra-curricular Contract:** The Association recognizes the existence of the Extra-curricular Contract, established to bargain on behalf of employees serving in non-academically related positions. The OEA is affiliated with and sponsors the OCA (Oroville Coaches Association), which is the bargaining agent for extra-curricular contracts that do not require a teaching certificate.
4. **Maintenance of Standards:** All conditions of employment, including general teaching conditions, shall be maintained at not less than the standards in effect in the District at the time of this Agreement's signing, provided that such practices should be improved for the benefit of employees as required by the express terms of this Agreement.

Section D: Distribution of Agreement

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

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

The cost of contract production and distribution shall be shared by the OSD and the OEA. All certificated employees new to the District shall be provided a copy of this agreement upon their first contracted workday.

Section E: Conformity to law

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

Section F: Joint Meetings

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

ARTICLE II. BUSINESS

Section A: Dues Deduction

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

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

2. **Hold Harmless Agreement.** The Association agrees to and will indemnify and hold the District harmless against any claim made and any suit instituted against the District resulting from any deduction of Association dues due to Association error. The Association agrees to refund to the District any amounts paid to the Association due to that error. The Association shall have the right to select counsel in the defense of any suit against the District resulting from the deduction of Association dues.
3. **Representation Fee:** No member of the bargaining unit shall be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, shall be required to pay a representation fee to the Association. The amount of the representation fee shall be determined by the Association, but shall be no more than local dues, and transmitted to the business office in writing. The representation fee will be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining

unit. In addition, non-members shall pay an amount equivalent to the sum of the NEA, WEA and UniServ fees to a non-religious charity of their choice.

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

Section 8: Association Rights

1. **Meeting Dates:** The Association may use District buildings and equipment for the purpose of having meetings and transacting business. Meeting times and places shall be scheduled with the building administrator. All Association meetings in district buildings shall take place outside the regular workday, unless mutually agreed to by the Administration and the Association.
2. **Use of Bulletin Boards:** The Association shall have the right to post notices of activities and matters of Association concern on designated Association bulletin boards, electronic or otherwise, of each building. Materials posted shall contain nothing libelous.
3. **Use of Mail System:** The Association may use employee mailboxes, electronic or otherwise, located within the District for communication with its members, provided that such use does not interrupt or interfere with the utilization of those mailboxes by the District for official District business. No employee using the District e-mail system should have any expectation of privacy.
4. **District Board Meeting, Budget, and Financial Reporting:** The District agrees to furnish or notify of online availability of materials to the Association copies of the agenda and minutes of Board meetings and to make available to the Association, upon written request of the President or other officers of the Association through the District Superintendent, other documents which are of public record. Links to public documents such as budget reports, staffing reports, enrollments reports, and others shall be available on the district website.
5. **Association Advice to the Board:** The District shall allow the Association an opportunity to advise the Board with respect to new or modified fiscal, budgetary, levy or building programs and major revisions of educational policy, prior to their adoption by the Board, at regularly scheduled board meetings.
6. **Meetings:**
 - a. **Faculty and Professional Meetings:** Upon prior written or oral request to the Administrator in charge, an Association representative may be allowed to make brief announcements during any faculty or professional meeting prior to adjournment.
 - b. **School Board Meetings:** The Association may request to be placed on the agenda of any regular School Board Meeting, and shall be afforded the same considerations as any other group or person at such meetings. The request is to be

made by the Wednesday prior to said meeting. If an action is requested, it is to be submitted in the form of a motion in advance. The President shall be given a copy of the agenda as soon as possible prior to the meeting.

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

Section C: Management Rights

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

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

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

Section D: Association Right to Know

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

ARTICLE III. EMPLOYEE RIGHTS

Section A: Due Process

1. **Policy:** The District recognizes the employee's right to due process according to law. This recognition allows for timely notice, hearing, adequate representation, and the right to confront witnesses.
2. **Just Cause:** No employee shall be disciplined, warned, reprimanded, or reduced in rank or compensation without just and sufficient cause.
3. **Written Grounds:** Any charges that are made as specific grounds for any kind of disciplinary action shall be reduced to writing and delivered to the affected employee(s) prior to any action being taken by the District or its administrators.

4. **Right to Representation:** An employee shall have the right to a representative of his/her own choosing present in any disciplinary action.
5. **Disciplinary Action:** Any disciplinary action beyond an oral warning taken against an employee shall be appropriate to the behavior outlined in the written charge that precipitates the disciplinary action.

Section B: Employee Rights

1. **Right to Organize:** Every employee shall have the right to form, join and participate in collective bargaining through representatives of their own choosing. There shall be no discrimination against any employee in any manner as a result of that employee's membership and activity in the Association.
2. **Non-Discrimination:** The terms of this agreement shall be applied without regard to age, race, creed, religion, color, national origin, sex, marital status, military duty, or handicap, except as permitted by law.
3. **Rights of Law:** Every employee shall be entitled to full rights of citizenship and nothing contained within this Agreement shall be construed to limit or restrict the religious, political or social activities of any employee outside of the regular school day and/or contracted assignments, unless such activities are not in compliance with the Code of Professional Conduct as outlined in WAC Chapter 181-87.
4. **Harassment:** The Parties, including their representatives and members shall follow the district policies in regard to harassment and sexual harassment including the reporting and steps to ensure that it does not happen. Investigating, warning, evaluating, reprimanding, or other official business shall not be construed as harassment. Employees shall follow the directions of their supervisors unless it places them in harm's way, places others in harm's way, or is illegal. Supervisors shall be professional and will not create a hostile working environment.

Section C: Employee legal Protection

1. **Defense Against Legal Action:** The District agrees to defend employees against legal action if the alleged act or failure to act occurred in the performance of his or her employment assignment, including extracurricular activities, and the legal action does not arise from an intentional wrongful act of the employee. In providing such defense, the District shall rely on its own insurance policies and retain legal counsel of its own choice. However, the employee shall be free, at his or her own expense, to retain co-counsel or independent counsel of choice.
2. **Threats Against an Employee:** Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify their supervisor and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the supervisor in cooperation with the employee to provide for the employee's safety and/or other earnest efforts. The Superintendent shall report

precautionary measures for the employee's safety to the employee and the President at the earliest possible time.

3. **Charges Against an Employee:** It shall be the policy of the District that whenever a signed charge or complaint concerning any employee shall be brought to any board member or administrator by any person(s) by any means of communication, the following procedures shall apply, unless superseded by law and this agreement:
 - a. **Notification of Charge(s):** The accused employee shall be notified, in writing, within two (2) school days by the administration or Board, including the nature of the charge and the name of the accuser.
 - b. **Meetings:** No meeting to discuss the complaint shall be called unless the complaint is put in writing and signed by the accuser. A copy of the signed charge shall be given to the accused employee. Any meeting scheduled for the purpose of discussing the complaint, allegations, or charges shall be at a time and place mutually agreed upon by the accused employee and the District. It shall be a closed meeting at the option of the employee involved; attendance shall be limited to the Board or their representative(s) and counsel (if desired), the accused and his/her counsel (if desired), a member of the Association if requested by the accused, and the accuser except in those cases proscribed by law. Either party may have recording devices and/or witnesses at the meeting. The Board, the Superintendent, or the accused party may call the meeting at any time and place agreed to by all parties, including the accuser. All efforts will be made to arrive at a solution to the problem, which will take place as soon as is practical.
 - c. **Dismissal of Charges:** If a meeting is not called within twenty (20) calendar days from the date of the issuance of the written complaint, charges shall be dismissed and the District shall notify the accused employee of such dismissal in writing, unless the complaint was a violation of a civil or criminal nature. If the District dismisses the charge, the District shall destroy all related material from the employee's personnel file.
 - d. **Civil or Criminal Charges:** If the written complaint is of a civil or criminal nature, it shall be referred to the proper authorities for their attention and the Superintendent may put the employee on suspension until the court case is settled. If the court rules in favor of the employee, any suspension against the employee shall be immediately removed and the employee shall be returned to normal tenure and pay for his or her experience level. Such suspension by the District shall not void the employee's statutory (RCW 28A.405) rights, nor the employee's contractual rights found herein.
4. **Injury on the Job:** Whenever an employee is absent from employment due to an injury sustained in the course of employment, including travel between employee's work sites (if they work in more than one building), the employee will be paid full salary from the school district for the period of absence, as long as the employee has accrued sick leave hours. The employee may also receive payments from workers' compensation. It is voluntary for the employee to turn in their sick leave payments for credit of sick leave

hours back to their accounts. They may keep both the payments from the school district (which will result in decreasing their sick leave hours to possibly a no pay status) and the payments from workers' compensation.

5. **District Liability Insurance:** The District shall provide comprehensive liability insurance as required by RCW 28A.400.370 protecting all employees against liability for personal or bodily injuries and property damage arising from their act or omissions while performing or in a good faith purporting to perform their official duties.

- a. **Coverage:** The District shall maintain coverage on behalf of certificated employees at a level equivalent to the coverage extended to other schools within the United Schools Insurance Program, currently offered through Canfield and Associates, recognizing that Canfield may make adjustments in its offerings.
- b. **Counsel:** Legal counsel shall be provided, through insurance, to any certificated employee against whom a lawsuit is initiated, provided such certificated employee, at the time of the act or omission complained of, was acting within the scope of his employment or under the direction of the District.
- c. **Safety in Face of Threat:** A certificated employee who is threatened by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor. The supervisor shall notify the Superintendent and, if necessary, the police. Immediate steps shall be taken, in cooperation with the employee, to provide for the employee's safety. Precautionary measures for the employee's safety shall be reported to the Superintendent at the earliest possible time

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

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

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

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

Section D: Privacy

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

Section E: Personnel Files

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

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

2. **Contents:** Each employee's personnel file shall contain only documents and/or data relevant and pertinent to his/her professional preparation and training, prior and current work experience records, and professional performance records on previous or current assignments as prepared and presented by former employers, educational institutions, or professional administrators/supervisors in employment situations. Each employee's personnel file shall contain copies of all employee evaluation reports written in the District, copies of annual contract, all transcripts of the employees' academic records provided to the District for employment purposes or for placement on the salary schedule, and misconduct/disciplinary notices.
3. **Derogatory Materials:** Any derogatory material not shown to the certificated employee within ten (10) days after receipt shall not be allowed as evidence in any grievance or in any disciplinary action against the employee unless that evidence is part of an on-going investigation.

No evaluation, correspondence, or other material making derogatory reference to an employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her comment to it.

4. **Location:** The District shall maintain the employee's official personnel file at the District office. No duplicate, alternate or other personnel file shall be kept anywhere in the District. All contents of the personnel file shall remain the property of the District.
5. **Removal of Materials:** After seven (7) years, upon written request of the employee, the District may remove and destroy any adverse materials upon which no subsequent action has been taken, unless such records must be retained by law.
6. **Confidentiality:** Personnel files of employees are confidential. Personnel files shall be available for inspection only to supervisory personnel, the individual employee and the employee's representative, except as otherwise required by law. Representatives shall have the express written consent of the employee before access will be granted.
7. **Principal's Working Files:** Items in a supervisor's working files shall be placed into a permanent file or destroyed within one year of its placement in the working file.

Section F: Assignments, Transfers, and Vacancies

1. Definition of terms:

- a. A "vacancy" is a position that has been permanently vacated or one that has been newly created.
- b. A certificated employee "transfer request" is one initiated by the employee for a change in assignment in the same or a different building.
- c. An "administrative transfer" is an administratively initiated change in department, grade level, subject matter, or to a different building, as a consequence of a change in assignment of an employee.
- d. An "assignment" is a different teaching position for a current teacher than s/he currently holds and becomes that teacher's contract responsibility either prior to or during a school year and is based upon a teacher's certification, qualification and particular skills that best serve student and district needs.

When a teaching position becomes vacant, it will be the responsibility of the building principal to determine if there is justification, based upon student and District needs, that those needs will be best served by assigning a specific staff member to fill that vacancy. If, in the principal's determination, a staff member be given that assignment, a recommendation will be sent to the superintendent for a final approval.

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

- e. "Seniority," with regard to assignments, transfers, and vacancies, referenced in

Article III, Section F of this document, is defined as total number of years teaching in this District. When two employees have equal seniority, the date of hire shall be the determining factor. In instances where an employee has interrupted service, the most recent date of hire shall be used as the determiner. Lot shall break ties in seniority.

2. **Assignments:** Grade, subject, school and activity assignments shall be made by the District based on the needs of the educational program and the demonstrated skill, ability and professional qualifications/certification of the teacher to fill these needs. Every effort will be made to provide a copy of the master schedule shall be available prior to the last working day of the year to each employee for the ensuing school year.

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

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

1. Teacher transfers shall allow senior staff preferential placement to vacant positions upon the teacher request for transfer, recognizing that administrators need to place staff considering specialized credentials, endorsements, addition of surplus staff or reduction of previous staff, and special circumstances.
2. The OSD administration agrees to attempt to mutually seek solutions with the Association in recognition of each other's needs stated above. In the event that no resolution can be achieved, the matter will be brought to the attention of the Superintendent who will render a final decision.

- b. **Transfer Request Procedure:**

1. Superintendent will notify staff of vacant positions within the District. Vacancies shall be posted in writing by certified mail to those requesting and on the electronic mail. A copy shall be sent to the Association. Vacancies shall be posted for at least five (5) consecutive workdays.
2. Teachers will notify the Superintendent or their supervisor in writing/email when they become interested in transferring to a vacant position or potentially vacant position for the future.
3. Prior to summer vacation, Principals will remind staff to make their interests in transfers known to the Superintendent prior to their leaving for vacation so they might be notified of future vacancies.
4. Employees who wish to apply for a transfer to a posted vacancy shall make a written request that compares their qualifications to the posted vacancy to the District Office by the closing date.
5. Current employees who desire a transfer/assignment to a vacant position shall be given first consideration on the basis of the district's job

announcement. When more than one applicant desires the position and meets the job description, applicants will be interviewed.

6. Principals shall use the same recommendation/ranking forms used for continuing positions when filling non-continuing positions.
7. Within five (5) working days of the District's receipt of the request, the District Office shall notify in writing or by personal conference, each certificated employee whose request for transfer was not granted, stating the specific reason(s) for non-selection.
8. When the position is filled, written notification will be sent to the employee and Association.

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

- a. In the event a leave of absence is granted during the school year, that position may be left vacant or filled with a non-continuing contract employee.
- b. Vacancies occurring during the school year shall be opened.
 1. If a District employee is selected, he/she shall be transferred at the beginning of the ensuing school year. The District may fill said vacancy with a non-continuing contract employee, provided there shall be no more employees on a leave of absence compared to the number of employees on a non-continuing contract.
 2. A vacancy for which no in-District employee applies or no qualified employee applies shall be filled with a regular contracted employee.
- d. Vacancies shall be posted for at least five (5) days prior to filling the position. Notice via email shall be given to all employees.
- e. Employees who wish to apply for a transfer to a posted vacancy shall make a written request that compares their qualifications to the posted vacancy to the District Office by the closing date.
- f. Employees applying for a transfer to a vacancy shall be considered on the basis of certification and qualification.
- g. Upon request, the District Office shall notify in writing or by personal conference, each certificated employee whose request for transfer was not granted, stating the specific reason(s) for non-selection.
- h. When the position is filled, written notification will be sent to the employee and the Association.

5. Administrative Transfers:

- a. The District may transfer employees to positions for which they have proper certification if transfers are deemed necessary by changes in the Basic Education program following the procedures and conditions referenced in Article III, Section F.
- b. Notice of a need for administrative transfer shall be posted via email for a period of five (5) days. If, at the end of the 5-day period, no interest has been expressed, the Administration will consider all employees who meet the necessary qualifications, pursuant to Section F, Paragraph 1 above. When more than one employee meets the qualifications, the most senior employee shall have the first right of acceptance.
- c. An administrative transfer shall be made after the building principal(s) or the Superintendent has personally contacted the affected employee by stating the specific reason(s) for selecting the employee for such a transfer. The transferred employee is entitled to discuss his/her personal desires at that time.
- d. When requested, an employee selected for transfer during the school year shall be released from teaching for up to two (2) days at the employee's option to prepare for the new assignment. The preparation time must be scheduled within one (1) week of the transfer date.
- e. The affected employee who is required to transfer during the school year may request assistance from the Administration to help move the transferee's instructional materials.

ARTICLE IV. EVALUATION AND PROBATION

Section A: Employee Evaluation – Purpose

The parties agree that the following evaluation system for all employees in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in RCW 28A.405 and WAC 392-191A:

- 1. To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
- 2. To identify, in consultation with classroom teachers, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher, needs to improve his/her performance.
- 3. To assist classroom teachers who have identified areas needing improvement, in making those improvements.

Section B: Qualifications and Notification of Evaluators

The term "**Evaluator**" shall mean the building principal of the employee being evaluated. Principals and administrators who have evaluation responsibilities will be certified by the State to implement the evaluation system and maximize rater agreement. RCW 28A.405.120. Employees shared between buildings shall be assigned an evaluator. Such administrator shall be made known to the employee as his/her evaluator by October 1st.

Section C: Definitions

1. The term "**Artifacts**" shall mean anything in physical or virtual form that provides data. Artifacts could include notes from observed practice and products or results of a classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system.
2. The term "**Evidence**" shall mean any artifact used as part of the evaluation.
3. The term "**Classroom Teacher**" shall mean certificated staff with an assigned group of students for whom they provide academically focused instruction and/or grades. The term "classroom teachers" does not include Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT, Nurses, Psychologists), Counselors, and other bargaining unit members who do not meet this definition. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system in the current agreement.
4. The term "**Component**" shall mean the sub-section of each criterion.
5. The term "**Instructional Framework**" means one of the approved instructional frameworks adopted by the superintendent of public instruction to support the four-level rating system pursuant to RCW 28A.405.100. The Oroville School District board of directors has adopted the Marzano Teacher Evaluation Model. The parties will incorporate the Marzano Teacher Evaluation Model Rubrics by State Criteria with Scales and Possible Evidence as the basis of the evaluation process.
6. The term "**Evaluation**" shall mean the ongoing process of identifying, gathering and using information to improve professional performance, and assess total job effectiveness.
7. The term "**Evaluation Criteria**" shall mean the minimum eight (8) evaluation criteria for classroom teachers specified in WAC 392-191A. Those criteria are:
 - a. Centering instruction on high expectations for student achievement.
 - b. Demonstrating effective teaching practices.
 - c. Recognizing individual student learning needs and developing strategies to address those needs.
 - d. Providing clear and intentional focus on subject matter content and curriculum.
 - e. Fostering and managing a safe, positive learning environment.

- f. Using multiple student data elements to modify instruction and improve student learning.
 - g. Communicating and collaborating with parents and school community.
 - h. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.
- 8. The term "**Evaluation Report**" shall mean that document which becomes a part of the employee's personnel file.
- 9. The term "**Not Judged Satisfactory**" shall mean:
 - a. Provisional Teachers and Teachers with five (5) years or less teaching experience in the State of Washington:
 - i. Receiving a summative score of Level one (1) is not considered satisfactory performance.
 - b. **Continuing Contract Teachers** with more than five (5) years teaching experience in the State of Washington.
 - i. Receiving a summative score of Unsatisfactory Level one (1) is not considered satisfactory performance.
 - ii. Receiving a summative score of Basic Level two (2), for two years in a row or two years within a consecutive three year period, is not considered satisfactory performance.
- 10. The term "**Observation**" shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of viewing instruction and examining evidence over time based on the district adopted teacher evaluation model.
- 11. The term "**Informal Observation**" shall mean a documented observation that is not required to be pre-scheduled.
- 12. The term "**Rubrics**" shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.
- 13. The term "**Scoring Band**" shall mean the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.
- 14. The term "**Student Growth**" shall mean the growth in subject-matter knowledge, understandings, and/or skill between two points in time, in context of meeting standards/course requirements.

15. The term "**Student Growth Data**" shall mean data that is relevant to the teacher and subject matter. Student growth data must be a factor in the evaluation process and be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools. Student growth data may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school.
16. The term "**Summative Performance Ratings**" shall mean the four performance levels applied using the four-level rating system: Level 1 = Unsatisfactory, Level 2 = Basic, Level 3 = Proficient, and Level 4 = Distinguished.

Section D: Evaluation Process

1. Notification:

By October 1st the teacher will be notified whether the teacher will be evaluated using a comprehensive or focused evaluation form. Where appropriate, evaluators may use group meetings for this purpose.

2 Teacher Self-Assessment:

All teachers will have the option to complete either a self-assessment or use the results of their prior year's comprehensive evaluation in lieu of a self-assessment, prior to setting professional goals. It is the teacher's choice to share or not share their self-assessment with their administrator.

Section E: Comprehensive Evaluation Option

A comprehensive evaluation will be required for all teachers who are provisional employees or who have received a level 1 or level 2 rating in the previous year. All continuing classroom teachers will be required to complete a comprehensive evaluation once every four years.

1. Professional Goals - Comprehensive Evaluation

A Teacher on a comprehensive evaluation will develop professional goals and timelines, will monitor his or her progress, and will make adaptations as needed. The plan will be guided by the self-assessment or the prior year's comprehensive evaluation and must include one (1) student growth goal and one (1) instructional goal from Criteria 1. A third goal may be selected by the teacher. The evaluator and employee shall mutually agree on the employee's professional growth and development plan and goals for the year.

2. Pre-Observation Conference - Formal Observation

A pre-observation conference shall be held prior to a formal observation or series of observations. A pre-observation conference form will be made available to the employee, electronically or by hard-copy at least one (1) week prior to the pending observation. The purpose of the pre-observation conference is to discuss the employee's goals, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

3. Formal Observations

- a. The first of at least two (2) pre-arranged formal observations for each employee

shall be conducted within the first ninety (90) calendar days for provisional employees or by February 1st for non-provisional employees on comprehensive evaluation. The total annual observation time cannot be less than sixty (60) minutes. Unless mutually agreed, formal observations shall not take place on the day before Thanksgiving, winter or spring breaks, on early release days. All formal observations will be scheduled for a mutually agreed upon time between the employee and the evaluator.

- b. Employees in the third year of provisional status must be observed for an additional thirty (30) minutes, for a total observation time for the school year of no less than ninety (90) minutes.
- c. If mutually agreed upon, the second thirty (30) minutes of required observation may be broken into smaller time increments of no less than 10 minutes.
- d. Following each formal observation, the principal or contracted administrator shall promptly document, in writing, his or her observation. A series of observations conducted within a period of ten (10) working days may be considered to be a single observation for the written observation report.

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

- e. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher may be incorporated using Eval by uploading or through conversation prior to the post-observation conference and be used to determine the final evaluation score.
- f. The final formal observation shall occur prior to May 1st, unless a future date is agreed upon.

4. Post-Observation Conference – Formal Observation

The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the criteria during the observation and to discuss the teacher's performance.

A post-observation conference shall be held within five (5) days of a formal observation or series of observations. If the teacher and evaluator have mutually agreed to break the remaining thirty (30) minutes of observation into shorter time increments only one post-observation conference will be required for that series of observations.

If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide specific observable solutions to remedy the concern in writing. The teacher has the opportunity to attach written comments to the observation notes.

5. Informal Observations

- a. An informal observation is a documented observation that is not required to be

pre-scheduled. Additional informal observations may be necessary to collect additional evidence.

- b. Informal observations do not have to be in the classroom. Department or collegial meetings may be used for Informal Observations.
- c. If the evidence is to be used in the evaluation process, the teacher will be notified in writing, or via email.

6. Final Summative Evaluation Conference - Comprehensive Evaluation

- a. Prior to May 15th the evaluator and teacher shall meet to discuss the teacher's final summative score.
- b. Any student growth evidence must be submitted to the evaluator prior to the final evaluation. Any other evidence must be submitted to the evaluator by May 1st, unless the evaluator and teacher mutually agree to a later date.
- c. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- d. By May 15th the provisional or probationary teacher will sign two (2) copies of the Final Summative Evaluation Report. By June 1st all other teachers shall sign two copies of the final summative evaluation. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

7. Comprehensive Evaluation Summative Score

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. Each criterion shall be rated based on the components in that criterion using the evidence gathered by the evaluator and employee. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have an opportunity to submit additional evidence. The final decision is the responsibility of the evaluator.

The Summative Criteria Score is the sum of the eight criterion scores and is rated based on the summative scoring band, as follows:

Level One	Unsatisfactory	= 8 - 14
Two	Basic	= 15 - 21
Level Three	Proficient	= 22-28
Level Four	Distinguished	= 29-32

8. Student Growth Impact Rating

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

Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the classroom teacher's student growth impact rating. The following scoring band will be used to determine the student growth impact rating.

5-12	13-17	18-20
Low	Average	High

9. Impact of Low Student Growth Score

A student growth score of "1" in any of the student growth rubrics (SG3.1, SG3.2, SG6.1, SG6.2, SG8.1) will result in an overall low student growth impact rating. A classroom teacher with a preliminary rating of distinguished and with a low student growth rating will not receive an overall rating of higher than Proficient.

Classroom teachers with a low student growth rating will engage, with their evaluator, in a student growth inquiry.

10. Student Growth Inquiry

If a teacher receives a low student growth score s/he must engage in a student growth inquiry. Within two (2) months of receiving the low student growth score or at the beginning of the following school, one or more of the following must be initiated by the evaluator:

- a. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
- b. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
- c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
- d. Create and implement a professional development plan to address student growth areas.

Section F: Focused Evaluation Process

If a non-provisional teacher has scored at Proficient or higher the previous year, they will be evaluated using the Focused Evaluation mutually agreeing upon the focused criteria. The teacher may remain on the Focused Evaluation for three (3) years before returning to the Comprehensive Evaluation unless the evaluator notifies the employee of the change to a comprehensive evaluation by Oct. 1 of any given year. While an employee is on a Focused evaluation, the summative score from the most recent comprehensive evaluation becomes the focus summative evaluation score. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator, for that school year.

- i The focused evaluation is used when a teacher is not evaluated using the comprehensive evaluation process, and will include evaluation of one of the eight state criteria and the associated student growth measure(s).
- i In years when a comprehensive summative evaluation is not required, classroom teachers who received a summative evaluation performance rating of level 3 or above in the previous school year are required to complete a focused evaluation.
- i One of the eight criteria for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required. The area of focus shall be mutually determined by October 1st. The final decision is the responsibility of the evaluator.
- i The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5 or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.
- i A group of teachers may focus on the same evaluation criterion and share professional growth activities. The teacher(s) should initiate this collaboration and no individual shall be required to work on a shared goal.

The teacher or the evaluator can request a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur prior to December 15th if the employee is scoring at Unsatisfactory or Basic. A change to comprehensive evaluation must be preceded by at least one meeting to discuss the need to change, an opportunity for response and the decision.

1. Observation

Classroom teachers will be observed for the purposes of focused evaluation at least twice each school year in the performance of their assigned duties. The total observation time for the school year will be no less than sixty (60) minutes for classroom teachers on the focused evaluation option.

- i One of the required observations will be a formal observation, including a pre and post conference. Focused observations can be done in department or collegial meetings.
- i The second required observation may be broken into smaller time increments if mutually agreed upon, the second thirty (30) minutes of required observation may be broken into smaller time increments of no less than 10 minutes. Only one pre-observation and post-observation conference will be required for that series of observations.

2. Final Summative Evaluation Conference – Focused Evaluation

- a Prior to May 15th the evaluator and teacher shall meet to discuss the teacher's final summative score.
- b. Any student growth evidence must be submitted to the evaluator prior to the final evaluation. Any other evidence must be submitted to the evaluator by May 1st, unless the evaluator and teacher mutually agree to a later date.
- c. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is

conducted.

- d By June 1st the teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

Section G: General Requirements and Other Considerations

1. Proper student lesson planning is criteria to be used in the evaluation process, but whether that planning uses the District selected online lesson planner system will not be a criteria.
2. Video or audio recordings shall not be made or used without the consent of the teacher.
3. Employees who have been assigned to teach outside their endorsed areas shall not be subject to non-renewal or probation based on an evaluation of their effectiveness in an out of endorsement assignment.
4. Counselors/Specialists: Employees who are not classroom teachers shall be evaluated using the form found in Appendix A and shall be evaluated for a minimum of 60 minutes each year if they are non-provisional and at least 90 minutes if they are provisional. They shall be afforded the same rights of pre-conferences and post-conferences with their supervisor to discuss their evaluation.
5. RCW 28A.405.100 (8a) requires evaluation results to be used as part of Human Resource Decisions.
 - i The parties agree that summative scores will be used to break ties in seniority.
 - ii The parties agree that teachers scoring less than a proficient level may not be granted transfer requests based on their summative evaluation results

Section H: Provisional Employees

1. **Definition:** The term "Provisional Employee" shall mean any employee in a teaching or other nonsupervisory certificated position. Provisional employees shall be subject to nonrenewal of employment contract as provided in RCW 28A.405.220 during the first three years of employment, unless: (a) the employee has previously completed at least two (2) consecutive years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to nonrenewal of employment contract pursuant to RCW 28A.405.220 during the first year of employment; or (b) the employee has received an evaluation rating below level two (2) on the four-level rating system established under RCW 28A.405.100 during the third (3rd) year of employment, in which case the employee shall remain subject to the nonrenewal of the employment contract until the employee receives a level two (2) rating. This shall include any employee who is re-employed with the District after a break in service.

2. **Evaluation Option:** Provisional Employees shall be evaluated on a comprehensive evaluation in accordance with provisions listed in section 4E, Comprehensive Evaluation Option.
3. **Ninety (90) day Observation:** Provisional employees shall be observed for thirty (30) minutes in the first ninety (90) calendar days.
4. **Additional Observations:** In the third year of provisional status, employees shall be observed for a minimum of ninety (90) minutes during the evaluation year.

Section I: Probation

1. **Notice:** At any time after October 15th an employee whose work is not judged satisfactory based on district evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiency and provided with a written reasonable program for improvement. The notice to the employee shall be signed by the Superintendent/Designee. Employees may only be placed on probation from the Comprehensive evaluation process.
2. **No Transfers:** During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.
3. **Probationary Period:** A probationary period of sixty (60) school days shall be established for teachers deemed not satisfactory. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than Level 2.

The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval.

The District shall follow RCW 28A.405.100 (4) regarding employees whose work is not judged satisfactory based on the evaluation criteria.

The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.200.

4. **Regular Meetings and Assistance:** During the probationary period the evaluator shall meet with the employee twice monthly to supervise and make written evaluations of the progress made by the employee. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize an additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process. This request must be implemented by including an additional experienced evaluator assigned by the ESD in which the school district is located and selected from a list of evaluation specialists compiled by the ESD, if available. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation. The Association may elect to bring in an outside professional to observe, advise, and assist the teacher while on probation. The cost for the ESD Evaluator Specialist shall be equally shared between the association and the district. An employee on probation may authorize an Association representative to accompany him/her at all conferences required in this section.

5. **Removal:** The employee must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract employee with five or fewer years of experience or of Level 3 or above for a continuing contract employee with more than five years of experience.

If the evaluator is satisfied that the employee should be removed from probation, the employee shall be notified in writing no later than May 15.

6. **Failure to Improve:** If the probationary employee has not demonstrated satisfactory improvement in the area(s) of deficiency, the employee shall be notified in writing on or before May 15th of the lack of improvement along with specific documentation. Lack of necessary improvement constitutes grounds for finding probable cause for non-renewal pursuant to RCW 28A.405.210 or RCW 28A.405.300. Immediately following the completion of a probationary period that does not produce the required comprehensive summative evaluation performance ratings specified under section 4.E. above, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.
7. **Procedural Errors:** If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
8. **Not Applicable to Provisional Employees:** The probation requirements contained in this Section H do not apply to provisional employees.

ARTICLE V. EMPLOYEE REDUCTION AND RECALL

Section A: Definitions

1. The term "layoff" shall mean action by the Board reducing the number of employees due to economic reasons. It does not refer to decision to discharge, non-renew, or adversely affect an employee for cause.
2. "Seniority" as it applies to reduction and recall is defined as the total number of years in teaching in the State of Washington and shall be computed by the District from the actual date on which a contract of employment was approved by the Board of Directors. Seniority for part-time employees shall be credited on the same basis as their percentage of employment, i.e., half-time employment for a full year yields one-half (1/2) year seniority. Lot shall break ties in seniority.

The District shall compile and publish a seniority list by March 1st. The seniority list shall be sent via email to all employees. Challenges to seniority placement shall be made in writing to the District Office by March 31st, and a corrected seniority list emailed to all employees in each building by April 15th.

Section B: Employee Reduction Policy

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

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

Section C: Criteria for Modified Educational Program

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

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

2. **Categorical Financing:** Where revenues are categorical, every effort will be made to maintain such programs, to the limit of their categorical support.
3. **Reduction in Expenditures:** Reduction in expenditures shall be made in an effort to retain as much of the Basic Education program as deemed appropriate by the Board.

Section D: Selection of Employees

In adopting a modified or reduced educational program that will require reduction, modification or elimination of positions involving employees, the employees required to implement the modified or reduced educational program shall be selected by: State Certification and seniority.

1. **Attrition:** In an effort to eliminate unnecessary non-renewals or involuntary terminations, the Board shall first determine the total number of employees leaving the District for reasons of (a) retirement, (b) family transfer, or (c) normal resignations.
2. **Certification and Endorsement:** Employees retained to implement the modified and reduced educational program, as determined by the Board, shall possess a valid Washington State Teaching Certificate and/or endorsement(s) as may be required for the position to be filled. The Board shall fill vacancies from existing staff when at all possible, before implementing any mandatory employee reduction policy.
3. **Seniority:** Employees whose certification and endorsements meet the needs of the modified/reduced educational program shall be retained for available positions on the basis of seniority as a certificated employee in education in Washington State. The senior employees shall be retained to meet the needs of the District's modified or reduced educational program.
4. **Seniority Tie Breakers:** If seniority rankings for a given position are equal, the preference shall be given to the employee who has the higher salary on the state salary allocation model. If, after such considerations, the employees are still equally ranked, "lot" will fill the position.

Section E: Re-Employment Pool

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

- e. any other school district during that year;
 - e. Failing to report to work in a position that he/she has unless absence is approved by the administration.
2. **Recall:** Employees in the reemployment pool shall be given the first opportunity to fill open positions within their certification and by seniority.

Members of the reemployment pool shall also have the first priority for substitute positions.

Section F: Recall

1. **Notification:** When a vacancy occurs for which any person in the reemployment pool is certified, notification from the school district to such employee shall be made by certified mail or personal contact by the Superintendent. The contacted employee shall have three (2) working days from notification or personal contact to accept the position.
2. **Recall Procedure:** If an employee in the reemployment pool fails to accept a position for which he/she is certified and eligible, the District shall go to the next certified and eligible employee in line in the reemployment pool to fill the position. Employees will be automatically removed from the pool at the end of two years.

ARTICLE VI - INSTRUCTION

Section A: Academic Freedom

1. **Policy:** Academic freedom shall be guaranteed to employees. No special limitation shall be placed upon study, investigation, and interpreting facts and ideas concerning human society, the physical and biological world, and other branches of learning subject to the following:
- a. It is the School Board's responsibility to prescribe the curriculum with consideration of the recommendations of the District Curriculum Review process.
 - b. Instructional materials shall be pertinent to the prescribed subject matter, grade level, and within the employee's area of professional competence.
 - c. Instruction shall be aligned with academic standards established by the State of Washington.
2. **Controversial Materials Procedure:** Materials and instructional techniques dealing with issues which might reasonably be anticipated to be controversial shall represent more than one viewpoint and shall be presented in a scholarly and objective manner.
- a. **Notification:** The employee shall notify the building principal and receive approval before using instructional materials or techniques that might reasonably be anticipated to be controversial.
 - b. **Challenge:** The use of instructional materials and techniques and the challenge to

the use of instructional materials and techniques shall be in accordance with the District's approved regulatory procedures. A challenge will be responded to only when presented according to the procedures stated in those regulations.

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

Section 8: Pupil-Teacher Ratio

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

The building principal will monitor class sizes. Those classes with enrollments that are determined by the building principal, to be detrimental to the education of students, including taking into account "Class Size Provisions", will be reported to the superintendent for resolution. An "Action Statement" will be reported to the OEA President within 5 working days of notification by the principal.

Section C: Workload and Class Size

1. Class Size Provisions:

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

Grades Kindergarten (K) through three (3)	twenty-three (23) per day
Grades four (4) through six (6)	twenty-six (26) per day
Grades seven (7) through twelve (12)	twenty-nine (29) per period
K-6 Music & PE	twenty-nine (29) per period
Grade 7 through (12) P.E.	forty (40) per period
Grade 7 through (12) Music	forty (40) per period

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

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

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

Time in classroom and academic level discrepancy will be considered as factors for determining overload resolutions. Special education staff will take part in the resolution process.

- c. In the interest of developing a quality band and choir program, the enrollment in a 5th through 1st grade band class may exceed the maximum numbers in paragraph a above, unless the class composition creates management issues.
2. **District Monitoring Requirement and Options:** The District shall monitor employee workload and shall attempt to relieve any class size overload. The employee and the principal will review resolution options that best serve the needs of the employee and his/her students. These resolutions may include but are not limited to:
 - a. Classroom assistance for a minimum of 50 additional minutes per day;
 - b. Clerical assistance for a minimum of 50 minutes per day;
 - c. Additional or alternative instructional equipment;
 - d. Student transfers.

Section D: Pupil-Teacher Overload and Resolution Procedure

1. The principal and the affected employee(s) will confer to discuss alternative resolutions and come to an agreement within three (3) working days. Agreement on a resolution between the employee and the principal will require implementation within 5 calendar days following an agreement.
2. The principal and employee may meet with the superintendent within the 5 day implementation period if extraordinary action must be taken that exceeds the principal's authority.
3. Failure to resolve an overloaded classroom within the time allotted may result in a grievance by the Association.

Section E: Preparation Time

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

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

- a. Grading and evaluation of student work.
- b. Record keeping as required by law or the School District.
- c. Preparation and research for future lessons.

- d. Parent student conferences (teacher discretion).
 - e. Instructional material evaluation.
 - f. Meeting with other staff or supervisor relating to program improvements and evaluation.
2. **Preparation Time Allocation:** Each K-12 certificated classroom teacher directly involved in classroom instruction shall be entitled to a minimum of 45 minutes of preparation time per day, shall be in increments of no less than 15 minutes, excluding early release/late start days. The 30 minutes at the beginning and the end of the contractual day are not to be considered in computing the amount of planning as described above.

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

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

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

The administration is solely responsible for any and all assigned substitutes. If a teacher is assigned more than the three stated preparation periods per year, the teacher will be compensated at the employee's hourly per diem_ rate. These additional assignments will only be allowed on an emergency basis as determined by the administrator. Any extra time accumulated under this policy will be paid in the month following the assignment.

Section F: Student Discipline

1. Policies:

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

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

Such procedure shall provide that students may be excluded from their individual classes or activities for periods of time in excess of that provided in subsection (5) of this section if such students have repeatedly disrupted the learning of other students. The procedures must be consistent with the rules of the state board of education and must provide for early involvement of parents in attempts to improve the student's behavior. (RCW28A.600.020)

2. **Review and Development of Discipline Plan:** The principal and the certificated employees in a school building shall meet prior to the end of the school year to develop/review building disciplinary standards and uniform enforcement of those standards. Such building standards shall be consistent with the provisions of RCW 28A.600.020 (3)
3. **Distribution of Disciplinary Plan:** Prior to the first day of the instructional school year, the principal shall distribute to and review with employees, policies on student discipline. This review shall provide opportunity for discussion of federal and state laws concerning student discipline and employee's rights and responsibilities related hereto. (RCW 28A.600.020)
4. **Employee Responsibility:** Every employee shall have the right and responsibility in collaboration with the building principal to maintain student behavior consistent with a good educational atmosphere and in accordance with rules and regulations adopted by the State Board of Education, District policy, and the building's disciplinary plan. The rules adopted pursuant to RCW 28A.600.010 shall be interpreted to insure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified certificated educators regarding conditions necessary to maintain the optimal learning atmosphere.
5. **Referrals:** Whenever employees make written referrals for discipline, a copy of such referral shall be given to the principal. All such referrals shall be given an official response within 3 days. Administrative action regarding the student shall be taken as soon as is reasonably possible of receipt of the referral. Action taken shall be reported to the employee making the referral either through email, hard copy or citation in Skyward's Student Records, Discipline Referral Module.
6. **Exclusions Due to Disruptions:** Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day and up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred. (RCW 28A.600.020)
7. **Standards of Student Behavior:** The procedures shall assure that, pursuant to RCW 28A.400.110, all staff work cooperatively toward consistent enforcement of proper student behavior throughout each school as well as within each classroom.

Section G: Mentor Teacher

1. **Purpose.** The District may offer Mentor Teachers to assist first year instructional staff new to the District. The mentor program is designed to offer assistance to a new teacher

by an experienced teacher in all aspects of classroom and program management skills and techniques. The Mentor Program will only be offered if the District receives state funding for the program. Instructional staff will be informed of the availability of mentor funds during staff-in-service prior to the first student day of the beginning of the school year.

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

Section H: Grading

Certificated employees have the sole right and responsibility to determine grades and other evaluations of students. See RCW 28A.150.240

ARTICLE VII. LEAVES

Section A: Illness, Injury and Emergency {Sick leave}

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

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

2 Use:

- a **Personal Illness or Injury:** The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness or injury, or the need to attend medical, dental or ocular appointments.
- b. **Maternity/Paternity/Adoption:** The employee may use sick leave for pregnancy, childbirth, or related temporary disability. Employees requesting maternity, paternity or adoption leave shall notify the District as early as possible prior to the beginning of the leave and shall submit a written statement to the Superintendent to indicate the expected date of return at the time the leave is requested. Within thirty (30) days after childbirth, the employee shall inform the District of the expected day when s/he will return. The employee shall notify the District of the exact date of return as soon as the employee knows that date. In lieu of use of sick leave for maternity purposes, an employee may specify that all

or part of the maternity leave be a leave without pay. Under such condition, such leave shall be granted.

- c. **Family Illness:** The District shall grant sick leave to employees in the event of illness within the family of the employee.
 - d. **Emergency:** The employee may use sick leave in the event the employee has an emergency, defined as a problem that has been suddenly precipitated or is unplanned.
 - e. **Bereavement:** Bereavement leave shall be granted to each employee to be taken from sick leave.
- 3. **Notice of Use:** An employee who knows in advance that he/she will be absent shall notify his/her principal immediately AND shall enter the need for a substitute into the Substitute Online System or other notification system that is used in the event the Substitute Online system is not the current one in use to ensure proper planning for a substitute.
 - 4. **Leave Verification:** Any employee claiming sick leave benefits of more than five (5) consecutive school days from accumulated sick leave, shall upon request, submit a physician's statement the fifth school day after the first day of illness and every twenty (20) school days thereafter while the illness persists. Employees who have used more than 12 sick days in a year may also be required to submit a physician's statement upon request to confirm an illness has occurred or is currently being treated. The District will incur any costs associated with this request including but not limited to the insurance copayment, transportation, patient responsibility costs, etc.
 - 5. **Sick Leave Exhaustion:** In the event an employee is absent more than the period of accumulated sick leave, he/she shall have his salary deducted equal to his/her pay per contract day. Such deductions shall be made from the month of August check, unless other arrangements can be worked out through the business office to deduct pay more evenly in the months prior to August. Should an employee need more leave, the employee may request a long-term leave, according to the terms of Article VII, Section G.
 - 6. **Guarantee of Equivalent Position:** While an employee is on sick leave, he or she shall be classified as an employee and shall receive the same treatment with respect to salary, wages, and employee benefits as the employee would normally receive and will be guaranteed an equivalent position upon return from sick leave.
 - 7. **Annual Sick Leave Buy-Back Option:** Employees may cash in the previous year's accumulation of unused sick leave days as established by the Washington State legislature and in accordance with RCW 28A.4 00.210. Employees are encouraged to contact the Business Office for rules and regulations regarding the State's remuneration of benefit plans for unused sick leave.
 - 8. **Death or Retirement Sick Leave Buy-Back Option:** At the time of separation from

District employment due to retirement (as recognized by the Washington State Teacher's Retirement System, whether or not the employee was a participating member of the system) or death, employees are entitled to compensation for accumulated sick leave as defined in RCW 28A.400.210. Employees are encouraged to contact the District business office for information.

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

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

Section B: Jury and Subpoena leave

1. **Jury Duty:** Leaves of absence with pay shall be granted for jury duty. The employee should notify the District when requesting leave to serve on jury duty within 1 week of their notification of the possibility.
2. **Subpoena:** Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law unless the employee is an initiator of a personal legal action against the District. A copy of the subpoena must be furnished to the district.

Section C: Association leave

1. The Association shall be authorized to use up to ten (10) days of leave each year to participate in Association business.
2. Requests for such leave are to be made via the Substitute online system and shall be done with at least 3 days' notice. No more than three employee(s) shall be permitted to be absent from the District at any one time on Association leave. The Association shall pay the full substitute cost(s) incurred. The granting of the request will be dependent upon

substitute availability.

Section D: Professional leave

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

Section E: Personal leave

1. **Days:** The District shall grant employees three (3) days of paid personal leave per year.
A. Teachers may elect to be compensated at the rate of \$150 per day in lieu of using personal leave days.
2. **Notice:** Except for an unforeseen emergency, the employee shall request their use from their building principal two (2) days prior to the leave being taken. When leaves are denied, specific reasons shall be given.
3. **Substitute Limitation:** The granting of any personal leave will be dependent upon the availability of substitutes for the time requested. No personal days will be granted in June unless approved by the building administrator.
4. **Accumulation of Personal Leave Days:** Employees may elect to carry over up to two (2) personal leave days each year. These carry over days can be combined with the current year's three (3) days, for a maximum of five (5) days that could be used in any one year. Such five (5) days can be taken consecutively.
5. **Notification:** The District will automatically roll over personal days at the maximum amount and pay unused days that are not rolled over to the next school year. If an employee decides to cash out any unused personal leave days that would automatically roll over, he/she must notify the District prior to June 1st.

Employees electing to use five (5) consecutive personal leave days shall give a minimum notice of ten (10) calendar days prior to intended use.

Section F: Sabbatical leave

1. Sabbatical leave shall be limited to one (1) employee per year upon request to the Superintendent by April 1 of the previous school year and at the District's discretion. In case of more than one application, the Superintendent will decide on the employee receiving the sabbatical leave.
2. The purpose of such leave shall be to better the employee's performance as a District employee. The length of the leave shall be at the discretion of the District. Such leave may be applied for after 5 years of District employment.

3. Salary shall be set at two thousand dollars (\$2,000.00) plus retirement and Social Security benefits based upon \$2,000.00. If the recipient does not return to the District, the \$2,000.00 must be paid back to the District within six months. If the employee returns to the District he/she shall be allowed one vertical step on the salary schedule.

Section G: Long Term Leave of Absence

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

ARTICLE VIII. FISCAL MATTERS

Section A: Contract Day

1. **Normal Contractual Day:** The regular employee contractual day shall be from 7:30 AM until 3:15 PM, including a minimum of thirty (30) minutes continuous duty free lunch period for each employee, for a total of seven and one-quarter (7.25) hours.
2. **Delayed Opening and/or Early Dismissal Days:** Should inclement weather require a delay in the start of school or an early dismissal, employees are encouraged to arrive at least 30 minutes before the re-scheduled start and/or leave after the students have been dismissed.
3. **Professional Training Early Release Late Start Days:** Employees are expected to work the entire contracted day, as scheduled by the District, for the purposes of professional training, despite the early dismissal or late arrival of students. A committee shall be formed with the intent of seeking clock hour approval for PD activities done in district.
4. **Early Dismissal:** Employees may leave their building after student dismissal and after the buses have left the school grounds, on days preceding Thanksgiving and Christmas vacations and any MOU early release days. Lunch periods do not excuse employees earlier than this time.
5. **Extracurricular Assignments:** The Parties realize that there may be times when employees' services may be needed outside of the regular contracted school day. On such occasions, the building administrator shall request volunteers from employees to perform the necessary services. All extra-duty assignments shall be on an employee volunteer basis only.
6. **Open House:** All employees will attend and participate in one (1) open house per year as

assigned by the building administrator.

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

8. **Extra Meeting Time:**

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

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

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

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

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

Section B: Work Year

1. **Base Year:** Each full time certificated employee shall work a base contract of one hundred and eighty (180) days. This contract is for the professional work associated with basic education. Some of this work may occasionally extend beyond the usual work day and may include but is not limited to, staff meetings, collaboration meetings, meetings with parents, parent/teacher conferences, one (1) open house, and up to five (5) hours of safety training. The intent is that what have been usual activities in 2017-18 will continue to be under this agreement.
2. **New Employees:** Newly hired employees shall have one (1) extra day added to their contract. This additional day shall be the workday prior to the regular staff workday before school opens in the fall. This additional day is paid at the employee's daily per diem rate of pay.
3. **School Calendar** - The district will receive input from the OEA regarding the school calendar. A committee shall be formed to give the board a recommendation. The committee shall have at least 2 certificated staff members included.
4. **Late Start Mondays** - Ten (10) late start Mondays will under the direction of the

Building Leadership Teams to design activities that are consistent with improving student learning.

Section C: Extended Work Year

TRI - Time, Responsibility, and Incentive

Time (T)

For the 2018-19 school year only, there will be three (3) District Directed days scheduled on August 28, 2018, October 12, 2018, March 15, 2019, and two (2) teacher floating days. These floating days may be used at the teacher's discretion in 2018-19 only. The days described above will be paid on a five (5) day supplemental contract at the employee's daily per diem rate.

In 2019-20 and beyond, each certificated employee will be issued a supplemental contract for five (5) district directed days at the employee's daily per diem rate. These days include;

1. The day that is two days before the first student day.
2. The day immediately before the first student day. This day will have up to two (2) hours directed by the District in the morning with the remainder of the time used in the building at the direction of the Building Leadership Team.
3. There will be three (3) additional days scheduled by the District for professional development. One (1) day will be scheduled in October and one (1) day will be scheduled in March. The third (3rd) day will be scheduled by the District and placed on the District calendar. If possible these days will be scheduled on the District calendar prior to the end of the current school year.

Responsibility (R)

Additional compensation for responsibilities above "Basic Education" requirements may be added in this category provided they meet the definition of enrichment as defined by OSPI.

Incentive (I)

The District and the Association agree to a Memorandum of Understanding (MOU) to study the possibility of a stipend in this category. This study will occur during the 2018-19 school year. The MOU group will consist of two (2) administrators chosen by the District and two (2) certificated employees chosen by the Association. The group will study the possibility of a stipend for "distinguished" work in Criterion #8.

Extended Day Contracts: These positions have the following extended day contracts as listed below, provided they are established and active. These days will be paid at the employee's daily per diem rate of pay. The hours/days must be logged by the employee and may be up to the number of days specified.

Position:	Days
Agricultural Education	20
Career and Technical Education Director	5
Family and Consumer Science	20
Business Education	20
Counselor	15
District Librarian	10

Section D: Salary

1. **Schedule:** The District shall utilize the agreed upon salary schedule to determine salaries. This schedule is attached and is made a part of this Agreement as Appendix C.
2. **Initial Placement on Salary Schedule:**
 - a. **Certificate:** All employees must possess a valid Washington State teaching certificate.
 - b. **Experience Credits:** Full credit shall be granted pursuant to WAC 392-121 and OSPI's rules and regulations.
3. **Increments:** Increment steps for experience and advanced education shall be granted September 1 of each year.
4. **Payment:** Employees will receive their pay on the last calendar weekday of the month.
5. **Severance:** All compensation owed to an employee who is leaving the District mid-year shall be paid in the next payroll cycle.
6. **University and Clock Hour Credits:** The rules associated with the former State Allocation Model criteria shall serve as determiner for acceptance of credits toward advancement on the salary schedule for all credits earned in the future. Clock hours for advancement on the salary schedule must meet OSPI's approval criteria. Coaching clinic related clock hours may not be used for advancement on the salary schedule unless the person has a PE endorsement. The district has the right to approve or deny requests to be used toward advancement based on state law. See Appendix E for Course Approval Form(non- negotiated form)
7. **Part-Time Employee:** The rules associated with the former State Allocation Model rules shall determine how much experience credit employees shall be granted for part-time or part-year work experience. Employees shall not be deprived of other experience credits already recognized.
8. **Errors in Computation:** Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee as soon as discovered. In the event the District has made an over/under payment the District and employee shall work out a mutually agreeable plan for payback.
9. **Requested and Approved Courses:** Employees attending training courses or seminars requested by the employee and approved by the District shall suffer no loss of regular salary if the course requires them to attend during their regular employment time. The District may pay expenses incurred for training course fees, and tuition.
10. **Required Courses:** The district will pay for expenses incurred for required course fees,

tuition, and travel expenses to take such required courses.

Section E: Transportation Reimbursement

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

Section F: Fringe Benefits

1. **State Insurance Contribution:** Beginning September 1, the District shall provide the maximum state insurance contribution funded by the state per month per FTE on a pooled basis. In lieu of HCA payments billed by the state for the retiree's health benefits (Health Care Retiree Contribution) in 2015-16, a professional responsibility stipend of \$312 shall be given per FTE. Starting in 2016-17 and each year thereafter, the District shall pay sixty-five dollars (\$65) per month of the HCA. District funding for this benefit is contingent upon Levy passage.
2. **Part-Time Employees:** Employees less than full time will receive a pro-rata share, based on their percentage of FTE, of the maximum contribution.
3. **Available Programs:** Employees may use the monthly premium to provide the programs listed below:
 - a. WEA Select Health Plans-(including WEA Select HMO)
 - b. Vision Care Plan
 - c. Washington Dental Service Plan
 - d. Orthodontia
4. **Pooling:** The intent of the Parties is to provide the maximum insurance contribution provided by the state to the employee pool. To gain maximum utilization of the total State insurance contribution provided by law for employees, the District shall contribute the maximum provided to an insurance pool to be distributed among employees, to those who do not generate sufficient monies to cover the full cost of medical coverage.

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

- a. Pursuant to ESSB 5940 – Section 2(2)(c) requiring each employee included in the pooling arrangement who elects medical benefit coverage to pay a minimum premium charge subject to collective bargaining: OEA members minimum payment will be \$1.00.

5. **District Medical Pool Contribution:** The District will create a pool of \$40,000 to be distributed to those certificated staff members who insure family members in addition to themselves, excluding COBRA insured. This pool is in addition to the pool cited in paragraph 4 above. Pool contributions are dependent upon levy passage.
6. **Sequence:** From the dollar amount available to each employee, first shall be deducted the cost of the dental and vision insurance programs, with the remaining monies available for application to one of the medical insurance programs.
7. **Review:** The Parties shall jointly review coverage and carriers at least annually. No change in carrier or coverage shall be made without a two thirds vote of the Association supporting the change.
8. **Additional Options:** In addition, any employee may participate in any other approved voluntary programs, provided, all premiums will be paid from payroll deductions by the employee. Such premiums/deductions will not be included in any pooling calculations.
9. **Deductions:** Upon receipt of written authorization from each employee, the District agrees to deduct from the salary of its employees, premiums for those insurance and annuity programs pursuant to RCW 28A.405.400. The sums that are deducted as premiums for such insurance and annuity programs will be forwarded in accordance with the written authorization.
10. **Employees on Leave or RIFed:** An employee who is on District approved leave or has been laid off by District action, and is in the reemployment pool, shall be eligible to participate at their own expense in the health insurance program, if the employee so desires.

Section G: WA Kids for Kindergarten

While the state mandates the use of the WA Kids assessment tool for Kindergarten students, Kindergarten teachers shall be paid an additional (1) day of pay (per diem) for the extra work required to complete WA Kids Assessment.

ARTICLE IX. GRIEVANCE PROCEDURE

Section A: Purpose

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

Section 8: Definitions

1. A **"Grievance"** shall mean a claim by the Association or by an individual employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
2. A **"Grievant"** shall mean the Association or an employee of the District filing a grievance.
3. A **"Grievance Request Form"** shall mean the printed forms utilized in the process of adjusting grievances contained herein as Appendix B.
4. The term **"Immediate supervisor"** refers to the grievant's building principal, contracted administrator, or the Superintendent.
5. The term **"days"** shall mean work days, except that after June 1 st, they shall consist of all week days so that the grievance may be adjusted before the close of the school year or as soon as is possible.

Section C: General Conditions

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

Failure of the grievant to proceed with a grievance within the times provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the grievant to proceed to the next step in the grievance procedure.

2. **Representation:** At each formal step in the procedure the grievant may be represented by a representative of the Association. Any grievant shall have the right to present grievances without the intervention of the Association so long as the resulting adjustment does not conflict with the terms of this Agreement, provided that the Association has been given an opportunity to have its representative present at all meetings, hearings, and other proceedings giving rise to the adjustment, unless such presence is objected to by the grievant.
3. **Confidentiality:** All matters pertaining to specific grievances shall be confidential information. All documents, communications and records dealing with grievances and their adjustment shall be filed separately from the grievant's personnel file and two years after the adjustment has resulted, all such documents, communications and records, excepting a record of the grievance and the final adjustment thereof, shall be destroyed. If the grievant so requests in writing, a record of the final adjustment of the grievance

may be placed in his/her personnel file.

4. **Freedom From Reprisal:** Individuals involved in grievance adjustment proceedings, whether as a grievant, a witness, an Association representative, or otherwise shall not suffer any restraint, interference, discrimination, coercion or reprisal on account of their participation in the grievance adjusting process.
5. **Assistance in Investigation:** During the course of any investigation by the Association, the District shall cooperate with the Association and furnish to it such information germane to the grievance as the Association may request.
6. **Release From Duty:** If attendance at any meetings, hearings, appeals or other proceedings relating to the grievance adjusting process, whether as a grievant, a witness, a representative of the Association, or otherwise, required an employee's absence from his/her regular duty assignment, he/she shall be released from such duty without loss of pay or other penalty.

Section D: Grievance Process

Grievances shall be processed in the following manner:

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

Within twenty days of the occurrence, or when the grievant should have reasonably known of the occurrence, the formal grievance shall be presented in writing to the employee's immediate supervisor, who will arrange for a conference between him/herself, the grievant, and any designated representative, to take place within five days after receipt of the grievance. The supervisor shall provide the grievant with a written answer to the grievance within five days after the meeting. Such answer shall include reasons upon which the decision was based.

2. **STEP 2. Superintendent:** If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within the time line, the grievance may be appealed to the Superintendent. The Superintendent shall arrange for a hearing with him/herself, the grievant, the first level supervisor, and any designated representative, to take place within five days of his/her receipt of the appeal. The grievant shall have the right to include in the representation such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five days to provide his/her written decision, together with the reasons for the decision to the grievant.
3. **STEP 3. Board:** If no satisfactory resolution of the grievance is reached at the Step 2, the grievant may, within five (5) days after the decision in Step 2 is rendered, appeal to the Board. Within twenty (20) days after receiving such notice, the Board or a hearing examiner appointed by the Board, shall hold a hearing and render a decision.

4. **STEP 4. Binding Arbitration:** If the grievant is not satisfied with the decision at STEP 3, or if no disposition has been made within 6 months after receiving such notice, the grievant may submit a Demand for Arbitration to the American Arbitration Association (AAA) or to the Federal Mediation & Conciliation Service (FMCS), along with a copy to the Superintendent. The Voluntary Arbitration Rules of AAA shall control the arbitration, provided that the Parties shall strike names from the panel selected by AAA within ten days of receipt of such panel. Neither the District nor the grievant shall be permitted to assert in such arbitration any ground not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

Section E: Miscellaneous

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

The following are excluded from arbitration:

1. Non-renewal of provisional employees.
2. Financial determinations by the district that warrant a RIF.
- 2 **Substantive and Procedural Issues:** The arbitrator shall decide all substantive and procedural arbitrable issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator; provided, the arbitrator shall not resolve the question of a grievance prior to having heard the merits of the grievance.
3. **Cost:** Each party shall bear its own costs of arbitration except that the parties shall share the fees and charges of the arbitrator equally.
4. **Grievance and Arbitration Hearings:** All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.
5. **Continuity of Grievance:** Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.
6. **Consent not to be Inferred:** Should the grievant withdraw his/her grievance, or not follow through with the steps outlined herein, while being represented by the Association, it is not to be inferred that the Association supports the grievant's reasons for doing so.

Section F: Election Of Remedies

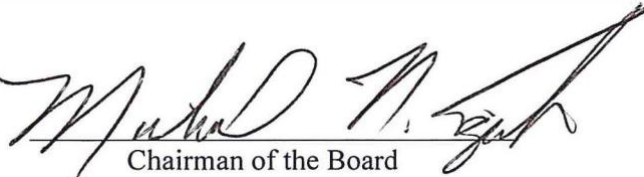
Any matter which has an alternate form of resolution (Examples: Superior Court, Human Rights Commission, PERC, and OCR) may be utilized by an employee in lieu of grievance, but in no case will grievance be allowed or utilized in addition to alternative remedies such as those illustrated above.

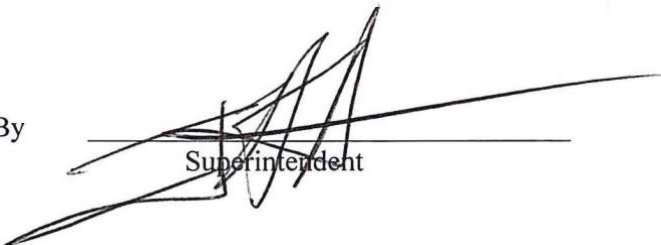
ARTICLE X. DURATION OF AGREEMENT

Duration of Agreement

- A. This agreement shall be effective as of September 1, 2018 and shall continue in effect through August 31, 2020.
- B. Upon written notice given by the Association to the District the Parties agree to exchange proposals and commence negotiations on limited openers no later than the 1st month of each contract year. The openers for the 2019-20 school year will include; Class size/overload language for the Association and Employee Legal Protection for the District. Each Party will also have one (1) additional opener each. Any Legislative impact will trigger an automatic opener to address the issue(s) impacted. Items mutually agreed to by both parties may be negotiated at any time during the duration of this agreement. Salary will not be an opener for the 2019-20 school year.
- The Salary Schedule (Appendix C) will be increased by either the Implicit Price Deflator (IPD) or the increase in the State allocation for certificated educational employees whichever is higher.
- C. This agreement shall be opened for the purpose of negotiating such successor contract or contract parts at least ninety (90) days prior to the termination date.
- D. Executed this 11/1th day of November 2018 by and between the Oroville School Board and the Oroville Education Association.

By 
OEA President

By 
Chairman of the Board

By 
Superintendent

Date _____

APPENDIX A: Specialist Evaluation Form

OROVILLE SCHOOL DISTRICT #410 INSTRUCTIONAL SPECIALIST EVALUATION REPORT

Name of Certificated Specialist: _____

Building _____
Assignment _____

Type of Evaluation:

_____ Regular
_____ Professional Growth
_____ 90 Day
_____ Other

Criteria:

S = Satisfactory

U = Unsatisfactory

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD:

S U

Demonstrates a depth and breadth of knowledge of theory and content in his/her respective field.

2. SPECIALIZED SKILLS:

S U

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

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENTS:

S U

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

4. PROFESSIONALISM:

S U

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

5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL:

S U

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

COMMENTS:

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

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

Specialist Signature _____ Date _____

Principal Signature _____ Date _____

OROVILLE SCHOOL DISTRICT #410

SPECIALIST INDICATORS

List of possible indicators for each area of evaluation

I. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

- A. Demonstrates understanding of the basic principles of human growth and development.
- B. Demonstrates awareness of personal and professional limitations and the ability and knowledge to make appropriate referrals.
- C. Relates and applies knowledge, research findings, theory and philosophy.

2. SPECIALIZED SKILLS

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

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

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

4. PROFESSIONALISM

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

5. INVOLVEMENT IN ASSISTING STUDENTS, PARENTS AND EDUCATIONAL PERSONNEL

- A. Consults with other staff, parents, and other community referral agencies, concerning the development, coordination, and/or extension of services to those needing specialized programs.
- B. Attends to parental, teacher, and administrative referrals.

APPENDIX B: Grievance Request Form

GRIEVANCE REQUEST FORM

NAME OF GRIEVANT: _ _ _ _ _

ASSIGNMENT: _ _ _ _ _ BUILDING _ _ _ _ _ DATE _ _ _

PERSON TO WHOM GRIEVANCE IS SUBMITTED: _ _ _ _ _

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

BRIEF DESCRIPTION OF GRIEVANCE:

DATE VIOLATION OCCURED: _ _ _ _ _

DATE GRIEVANT BECAME AWARE OF VIOLATION: _ _ _ _ _

REMEDY SOUGHT: _ _ _ _ _

SIGNATURE OF GRIEVANT: _ _ _ _ _ DATE _ _ _ _ _

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

APPENDIX C: SALARY SCHEDULE

OROVILLE SCHOOL DISTRICT NO. 410

2020-2021

45,048.000

CERTIFICATED SALARY SCHEDULE

*** Education Experience***

Years of Service	BA	BA+IS	BA+30	BA+45	BA+90	MA	MA+45	MA+90 OR Ph.D.
0	45,048	46,265	47,525	48,789	52,843	54,008	58,063	60,677
	45,654	46,888	48,164	49,483	53,580	54,609	58,705	61,301
2	46,232	47,477	48,768	50,188	54,273	55,214	59,298	61,922
3	46,827	48,085	49,389	50,855	54,932	55,787	59,860	62,549
4	47,411	48,724	50,036	51,552	55,653	56,387	60,488	63,196
5	48,014	49,333	50,658	52,259	56,345	56,997	61,085	63,846
6	48,634	49,924	51,294	52,975	57,041	57,623	61,690	64,464
7	49,724	51,033	52,421	54,193	58,320	58,795	62,920	65,774
8	51,318	52,699	54,120	56,039	60,221	60,639	64,822	67,778
9		54,424	55,916	57,904	62,183	62,503	66,785	69,843
10			57,733	59,865	64,201	64,465	68,803	71,961
11				61,883	66,314	66,484	70,916	74,137
12				63,837	68,483	68,581	73,084	76,405
13					70,706	70,752	75,306	78,724
14					72,939	72,988	77,686	81,134
15					74,836	74,885	79,705	83,243
16 or more					76,332	76,382	81,299	84,907

For credits earned after the BA degree but before the MA degree:

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

APPENDIX D: Supplemental Contract Salary Schedule

OROVILLE SCHOOL DISTRICT NO. 410 CERTIFICATED SUPPLEMENTAL CONTRACTS SALARY SCHEDULE POSITIONS INCLUDED IN TEACHERS' MASTER CONTRACT						
September 31, 2018 - August 31, 2020						
Years of Experience						
Name of Activity	0	1	2	3	4	5
MUSIC/BAND/CHORUS	\$6,971	\$7,065	\$7,155	\$7,247	\$7,337	\$7,431
ANNUAL	\$1,787	\$1,811	\$1,834	\$1,859	\$1,882	\$1,906
H.S. KNOWLEDGE BOWL	\$1,787	\$1,811	\$1,834	\$1,859	\$1,882	\$1,906
JR. HIGH KNOWLEDGE BOWL	\$1,430	\$1,449	\$1,468	\$1,487	\$1,505	\$1,525
JR. HIGH HONOR SOCIETY	\$715	\$725	\$734	\$743	\$753	\$762
H.S. HONOR SOCIETY	\$715	\$725	\$734	\$743	\$753	\$762
6TH GRADE CAMP DIRECTOR	\$2,860	\$2,898	\$2,935	\$2,973	\$3,010	\$3,048
ASST. 6TH GRADE CAMP DIR.	\$1,430	\$1,449	\$1,468	\$1,487	\$1,505	\$1,525
7-8 ASB ADVISOR	\$894	\$906	\$918	\$929	\$941	\$952
SENIOR PROJECTS COORDINATOR	\$1,430	\$1,449	\$1,468	\$1,487	\$1,505	\$1,525
DRAMATICS	\$1,430	\$1,449	\$1,468	\$1,487	\$1,505	\$1,525
READING COACH	\$3,932	\$3,986	\$4,036	\$4,088	\$4,139	\$4,192
HEAD GRADE LEVEL ADVISOR	\$894	\$906	\$918	\$929	\$941	\$952
TEACHER BEFORE & AFTER CONTRACT DAY/HRLY RATE: (.001 of Base Salary)						

I

APPENDIX E: Course Approval Form

District Course Approval Form

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

NAME: _____ POSITION _____ BUILDING: _____

I request approval from the Administration for the following course(s):

(Please complete all information requested.)

Course No	Course Title , Description	Qtr. Hours	Sem. Hours	Clock Hours	College, University, In-services Provider	Date completed

Credits or clock hours earned after September 1, 1995, must meet criteria established by the Legislature (RCW 28A.415.023 and WAC's 392_121_255, 392_121_257, and 392_121_262) before they can be used for placement on LEAP salary allocation documents. At the time credits are recognized by the school district, the content of the course must meet one or more of the following criteria. Please check the appropriate one(s) and write your justification below. You may attach brochures/information describing course.

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

Reason/Justification: _____

Signature

Date

___ I wish to appeal if this application is disapproved.

ADMINISTRATION (State reason on back if disapproved)

___ Approved

___ Disapproved

Superintendent Signature

Date

Form Feb 2011