

**MASTER AGREEMENT
BETWEEN
THE ORONDO EDUCATION ASSOCIATION
AND
THE ORONDO SCHOOL DISTRICT
2023-2025**



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PREAMBLE

This Agreement is by and between the Orondo School District and the Orondo Education Association. It has been negotiated pursuant to RCW 41.59.

ARTICLE I. ADMINISTRATION OF THE AGREEMENT

Section A. Definitions

1. The term "*District*" shall mean the Orondo School District, Douglas County, Washington State; or its agents.
2. The term "Board" shall mean the Board of Directors of the Orondo District.
3. The term "Association" shall mean the Orondo Education Association, which is affiliated with the Washington Education 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, which shall be signed by the Parties.
6. The term "Employee" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "day" shall mean any day the District business office is open for business with the public (for exception see Article IX, section A, 3).
8. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
9. The term "President" shall mean the President of the Association or his/her designee.
10. The term "*contract*" shall mean the individual contract issued to and signed by each employee pursuant to RCW 28A.405.210.
11. The term "supplemental contract" shall mean that contract issued and signed in accordance with RCW 28A.405.240.
12. The term "Extended Contracts" shall mean that individual supplemental contract that is issued to employees for time worked beyond the employee's basic school year as defined in Article VIII, Section D.
13. The term "RCW" shall mean Revised Code of Washington.
14. The term "WAC" shall mean Washington Administrative Code.
15. The term "SPI" shall mean the Washington State Superintendent of Public Instruction or his/her office.
16. The term "BEA" shall mean Basic Education Act.
17. The term "AR" shall mean Association Representative(s).

18. The term "PERC" shall mean the Washington State Public Employee Relations Commission.

Section B. Recognition

1. **Bargaining Unit Make-Up:** The District recognizes the Association as the exclusive bargaining agent for all certificated employees of the District excluding the Superintendent, Director of Federal Programs and Principals, and all administrative/supervisory employees.

1. **Long-Term Substitute Teachers:** Substitute teachers employed in the same position for longer than 20 days shall be covered by the salary provision only of this agreement. Such salary shall commence on the 21st day of continuous employment in the same position and continue as long as the substitute remains in that position or until the end of the current school year, whichever comes first.

2. **Exclusivity:** The District shall not recognize nor shall it bargain with any other employee organization seeking or claiming to represent employees unless such organization has been certified by PERC as the exclusive bargaining agent for employees.

Section C. Status of Agreement

This shall be the sole Agreement between the Parties regarding wages, hours, and terms and conditions of employment. It shall supersede any individual or supplemental contracts, rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

Section D. Conformity to Law

This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement, or any application of the Agreement to any employee or groups of employees shall be found to be contrary to law by a court or administrative agency of competent jurisdiction or clear legislative mandate, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is held to be contrary to law, the Parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

Section E. Distribution of Agreement

Following ratification of this Agreement, the Association shall prepare a draft copy of the Agreement for District review and mutual editing. After editing, the Association shall prepare a camera-ready copy. A copy shall be placed on the District's website in accordance with RCW 28A.320.055.

Section F. Joint Meetings

Representatives of the Parties shall meet as requested by either party in order to monitor the administration of the Agreement and to 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. The dates, times, and locations of such meetings shall be mutually agreed upon.

Section G. New Board Policies

The District shall consider input from the Association and other stakeholders in the adoption and revision of board policies as part of its routine procedures at open public board meetings for the adoption and revision of policies.

ARTICLE II. BUSINESS

Section A. Dues Deduction

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 Local, UniServ, WEA, and NEA. The dues deduction form and authorization shall remain in effect from year to year, unless the employee contacts WEA as per the signed membership form.

Section B. Other Deductions

Upon receipt of written authorization, the District shall deduct from the salary of employees, premiums for those insurance and annuity programs which have been approved by the Association and the District. The sums which are deducted as premiums for approved insurance and annuity programs shall be forwarded in accordance with the written authorization.

Section C. Management Rights

With the exception of the expressed provisions of this Agreement, the Board and District retain all rights and responsibilities that have been granted or imposed on it by law, practice, custom or rules and regulations of federal, state, county and all other regulatory agencies.

Section D. Association Rights

1. **Use of School Buildings:** The Association shall have the right to use school buildings at all reasonable hours for meetings, with the approval of the principal.
2. **Use of School Equipment:** The Association shall have the right to use District equipment, including but not limited to, copy equipment, computers, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall assume responsibility for any damage to school equipment caused by such use and shall reimburse the District for the use of supplies so used.
3. **Association Business:** The Association shall have the right to transact business on school property at all reasonable times, with the approval of the principal, provided that such business shall not interfere with or interrupt normal school operations.
4. **Use of District Bulletin Boards:** The Association shall have the right to post notices labeled "Orondo Education Association Business" on the faculty lounge bulletin board.
5. **Use of District Mail System:** The Association shall have the right to use the District mail system, E-Mail system and employee mailboxes for routine communication purposes. Association and Employees are aware that there is no expectation of privacy in any use of the District email system and that emails are subject to review and possible disclosure under the Public Records Act.
6. **New Employees:** The District shall notify the President of the name, address and assignment of any new hire into the bargaining unit at the earliest possible date. Newly hired employees will be given the name(s) of association officer(s) and informed of the association contract at the time of their employment orientation. At a date and time scheduled by mutual agreement, the Association will have a minimum of thirty minutes to meet with any new employee within the employee's regular work hours to present information about their exclusive bargaining representative.
7. **Notice of Probation and Disciplinary Action:** In the event any employee is placed on probation or is given a formal disciplinary action, the District shall provide the President with notice of such

action, provided that should the employee indicate in writing to the District (Appendix D) that he/she does not wish to have the Association notified, such notice shall be withheld. For purposes of this subsection only, the term “discipline” shall mean any action taken by the District against an employee which results in a written record being placed in the employee’s personnel file.

8. **School District Budget and Financial Reporting:** Upon request the District shall provide the President with a copy of the District's proposed annual budget sufficiently in advance of the time it goes to the Board for adoption that the Association shall have adequate time to develop informed recommendations concerning the budget. The Association shall then be given the opportunity to make such recommendations and comments as it deems appropriate to the Board concerning the proposed budget prior to the adoption of said budget. These provisions shall be available to the Association in keeping with timelines and procedures related to a public budget hearing.

Upon request the District shall provide the President with a copy of the adopted budget, annual budget report, and monthly budget reports, in a timely fashion, unless otherwise available on-line.

9. **Board Agenda and Minutes:** The District shall post the Board meeting agenda on the District website at the time it is given to Board members.

Further, the District shall post the minutes of all Board meetings on the District website once the minutes have been approved by the school board.

10. **Salary and Placement Information:** Upon request, the District shall provide the President with updated lists of all employees, including their assignment, and their placement on the salary schedule.
11. **Other Pertinent Information:** As a part of its legal responsibility as bargaining agent, the Association shall from time to time request additional information from the District in order to form the partial basis for proposals to the District (bargaining and otherwise), to properly represent individuals involved in disputes with the District (grievance and otherwise), to monitor District finances and administrative actions, and to provide timely information to employees. The District shall cooperate with the Association in fulfilling all such reasonable requests in a timely fashion.
12. **Charges:** Charges to the Association for duplication shall be no more than those charged to the public for the same service.

ARTICLE III. EMPLOYEE RIGHTS

Section A. Non-Discrimination

The Parties agree that the provisions of this Agreement shall be applied without regard to or on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups,, or as otherwise provided by law.

The Parties shall support and work toward maintaining a working and learning environment that is gender neutral and racially harmonious by sharing information concerning gender and race issues and discussing the need for in-service or other mutually determined actions.

Section B. Personnel File

1. **Right To Inspect:** Each employee (including past employees) shall have the right to inspect all contents of his/her own personnel file. An AR shall, at the employee's request, accompany the employee in this review except for confidential placement files that have not been expunged.
2. **Minimum Contents:** Each personnel file shall contain the following minimum items of information: evaluation reports, annual contracts, teaching certificates, and a transcript of academic records.
3. **Placement of Materials:** Employees shall be given a copy of any derogatory or evaluative material that is placed in their personnel file at the time it is so placed. Employees shall be given an opportunity to attach written comments. Employees shall indicate they have seen such materials and have received a copy thereof by affixing their signature to and dating the copy that is to go into the file.
4. **Removal of Materials:** After three (3) years, upon request by the employee, the District may remove and destroy any adverse materials (excluding evaluation reports) upon which no subsequent action has been taken unless otherwise required to remain on file by state law. After seven (7) years the District may remove and destroy the employee's evaluation reports.
5. **Location:** The District shall maintain the employee's personnel file at the District Office. The Superintendent shall be responsible for safeguarding personnel files, and shall sign an inventory sheet to verify the contents of the personnel file, if the employee so requests.

Section C. Due Process and Just Cause

1. **Just Cause:** No employee shall be disciplined or adversely affected without just cause. Just cause includes notice to the employee of the allegations and an opportunity to be heard before final action is taken.
2. **Written Grounds:** The specific grounds forming the basis for disciplinary actions shall be made available to the employee and the Association in writing at the time discipline action is taken.
3. **Hearings:** Employees shall have the right to a fair hearing and confrontation of witnesses to contest final disciplinary action, through the grievance process, or pursuant to RCW 28A.405.300 for discharge.
4. **Association Representation:** Employees shall be entitled to the presence of an AR at any hearing, meeting or conference involving the employee regarding disciplinary actions or the investigation thereof at which the employee is present. When a request for such AR is made, no action shall be taken with respect to the employee until such AR is present, so long as the delay is reasonable.
5. **Privacy and Confidentiality:** Any criticism of an employee by any agent of the District and all disciplinary actions shall be made in private and in confidence and not in the presence of students, parents, other employees, or at public gatherings, unless the circumstance require immediate redirection due to safety or emergency situations.
6. **Complaints Against Employees:** Any complaint against an employee that may lead to disciplinary action or that may be used in an evaluation shall be promptly called to the attention of the employee. An exception to this rule is made during the time of an active in district investigation or during a criminal investigation by a law enforcement agency. No complaint against an employee may be

used in a disciplinary action or evaluation against that employee unless the complaint was discussed with the employee in a timely fashion.

7. **Progressive Discipline:** Discipline shall be appropriate to the cause which precipitated the disciplinary action and shall be progressive. The following progressive discipline levels will be followed, and documentation will be placed in the employee's personnel file:
 - a. Documented Verbal Reprimand
 - b. Letter of Reprimand
 - c. Suspension without Pay
 - d. Discharge

A Letter of Direction is considered non-disciplinary and will be placed in the administrator's working file until the end of the school year. Letters of Direction are not subject to this agreement's grievance procedures.

Section D. Assignment and Transfer

1. Assignments:

- a. **Definition:** The term "assignment" shall mean the placement of an employee to a position within the bargaining unit. A position shall include the grade level and/or subject taught, or specialty (e.g., special education or librarian) and the building(s) in which the employee is stationed.
- b. **New Employees:** New employees shall be assigned to a grade level and/or subject, or specialty, within the employee's certification and endorsement, unless an appropriate plan is in place to address the out of endorsement issue. The employer shall give notice of assignments to newly appointed employees as soon as practicable and, except in cases of emergency, not later than August 15.
- c. **Continuing Employees:** All continuing employees shall receive notice of any change in instructional and room assignments for the next school year in a timely manner. The District shall notify the employee as soon as the change in assignment has been finalized. If known by the district, such changes shall be communicated no later than June 1. Subsequent changes later than June 1 shall be for unanticipated changes only.

2. Transfers:

- a. **Definition:** The term "transfer" shall mean a change from an employee's current assignment to a different assignment.
- b. **Involuntary Transfers:** Involuntary transfers shall be made only when educationally necessary such as a direct result of many factors, including but not limited to enrollment decline, programmatic needs or interests, a change in staffing needs, failure of a special levy election or other events resulting in reduction in revenue, increase in costs, and/or termination or reduction of funding of categorically-funded projects. When such transfers are made, they shall be accompanied with a written explanation of the reasons. No employee shall be assigned to a position outside his/her area of certification or endorsement without mutual agreement except in unusual or emergency cases.
- c. **Change of Assignment or Room Assistance:** The District shall give moving assistance to any employee who has his/her room locations changed.

3. **Vacancy and Posting of Jobs:**

- a. **Posting:** All vacancies (including new positions) occurring during the work year shall be reported to the Association and posted in each building for a minimum of seven (7) days. Vacancies shall be determined by District Administration based on actual or projected needs.

All known vacancies for the following work year shall be reported to the Association and posted on the staff lounge bulletin board by May 15, of the current work year. Thereafter, the job posting list shall be updated, as new vacancies become available, with the new listings being circulated to those employees requesting such notice, pursuant to “c,” below.

- b. **Application for Transfer:** Employees requesting a transfer shall complete and file a request for transfer with the Superintendent according to the posted requirements.
- c. **Posting During Vacation Periods:** During vacation periods, the District shall notify employees of the posting by email provided employees make a request in writing, on a form provided by the employer (Appendix E). Such employees shall then have the time period set out in the posting to reply.
- d. **Notice to Applicants:** All employees requesting a transfer to a vacancy or new position shall be notified within five (5) days of the employer filling the vacancy or new position. Such notification shall include a statement of acceptance or non-acceptance and the reasons therefore.

4. **Filling Vacancies:** The District shall fill all vacancies with the best qualified applicant, according to the qualifications set out in the posting. In the event the best qualified applicants are substantially equal in qualifications preference shall be given to the most senior employee applicant. The District also reserves the right to not select an Employee for a vacancy, based on the best interests of the District due to the Employee’s unique experience and skills needed for the Employee’s current position.

Association Participation in Hiring Certificated Staff: The District shall provide opportunity for the Association to advise administrators with regard to the hiring of certified instructional staff. The participating employees shall be selected by the administrator in charge of the hiring process. The administrator in charge of hiring will request from the Association President a list of names of employees recommended to participate in the interview process to fill a vacancy. The administrator shall choose one or more employees from the list to participate.

5. **Leave Replacement Employees:**

- a. **Definition:** Leave replacement employees are those employees who were hired under contract to fill a vacancy created when another employee is on leave.
- b. **Vacancies:** As vacancies occur within the District, leave replacement employees shall be eligible to apply to fill such vacancies, even if it would otherwise interfere with their current substitute assignment, on the same terms and conditions as other outside candidates.

Section E. Employee Protection

1. **District Insurance:** The District shall provide such insurance for the protection of employees as is required by RCW 28A.400.370 and upon annual renewal shall provide employees with a written summary of the coverage they have under the provisions of District insurance policies. This information shall be made available to all employees each year.

2. **Threats:** Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the Superintendent, or in his/her absence or inaccessibility any district administrator, and if necessary, the appropriate law enforcement authority. Reasonable steps shall be taken by the Superintendent or other administrator in cooperation with the employee to provide for the employee's safety and assist in contacting law enforcement authorities, if appropriate. Precautionary measures deemed appropriate and reasonable for the employee's safety shall be reported to the employee and the President by the Superintendent at the earliest possible time.
3. **Self-Protection:** Employees may use reasonable measures within the limits of the law with a student, patron or other person as is necessary to protect him/her self from attack, physical or verbal abuse or injury.
4. **Dangerous Students:** The District shall inform employees prior to assigning to such employees any student who evidences or who has evidenced symptoms or behaviors that could present a health or safety problem to the employee or other students. The District shall meet with employees to discuss strategies for managing these situations and for outlining District resources and assistance that shall be available to such employees prior to such assignments being implemented.
5. **Short-Term Removal:** Employees shall have the right to remove a student from class when the employee deems such action necessary to maintain order or discipline. Removal at any level shall be for all or any portion of the balance of the school day or until the principal or designee and employee have conferred, whichever comes first: provided that, except in emergency situations, the employee shall have first attempted to follow the school's office and classroom referral flow chart two (2) or more alternative forms of corrective action; provided further, that in no event, without the consent of the employee, shall an excluded student be returned during the balance of that class or activity period. Provided further, that such removal shall not be in violation of the student's IEP or 504 plan and those plans have been implemented appropriately by the Employee to address the conduct prior to the removal.

Section F. Privacy

1. **Personal Lives:** The private and personal life of any employee is not within the appropriate concern or attention of the District, except to the extent that such has a nexus with that employee's professional performance or is a violation of the Code of Professional Conduct or a violation of law.
2. **Information:** The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc. to any person, commercial business, or charitable organization without specific employee approval or Association agreement, unless otherwise required by law.
3. **Faculty Meetings:** Representatives of commercial concerns, such as insurance companies, financial counselors, fund raisers, etc. shall not be permitted to attend and address faculty meetings, except mutually endorsed insurance carriers or such other concerns that shall have specific Association clearance or which shall have been invited by a majority of the faculty in that building.

Section G. Harassment

1. **Definitions:**
 - a. Harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, (ADEA), and the Americans with Disabilities Act of 1990, (ADA).

Harassment is unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws.

- b. The term "*sexual harassment*" shall mean unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical contact or communication of a sexual nature if:
 - i. Submission to that conduct or communication is made a term or condition;
 - ii. Submission to or rejection of that conduct or communication by an employee is used as a factor in decisions affecting that employee's education or employment; or
 - iii. That conduct or communication has the purpose or effect of substantially interfering with an employee's educational or work performance, or of creating an intimidating, hostile, or offensive educational or work environment.

2. **Procedures:**

- a. **Informal Remedies:** The parties encourage any person who believes that he/she is being or has been sexually harassed to make a reasonable attempt to confront the alleged harasser, when appropriate, with his/her concern with a request to cease the offensive behavior. In the event such attempt is not appropriate, or is unsuccessful, the parties encourage any person who believes that he/she is being or has been harassed to report the concern to his/her supervisor, if appropriate. The appropriateness of such actions by any person who believes that he/she is harassed can only be determined by that person within the unique circumstances of his/her situation. Any earnest informal effort to resolve alleged harassment however, is encouraged.
 - b. **Use of Grievance Procedure:** Charges of sexual harassment are barred from the grievance procedure and shall be handled according to state and federal law, and Board policy as outlined in the employee handbook.
 - c. **Discontinued Contact:** Upon request of the complainant, the Superintendent may make a preliminary decision that the complainant and the alleged harasser should be separated or avoid contact pending a final decision on the complaint. A similar decision may be made as part of the Superintendent's final decision on the complaint. In both cases, the Superintendent shall specify the nature of permitted contact and prohibited contact.
 - d. **Transfer Implications:** Where sexual harassment has been established and the employer finds it necessary to separate, by means of transfer, two (2) employees, or separate the employee and a supervisor, the employee who is harassed shall not be transferred against his/her will.
3. **No Retaliation:** The parties agree to comply with state and federal laws forbidding all types of discrimination, including general harassment and sexual harassment. The District shall take seriously any claim of harassment and take appropriate action pursuant to the rights of both the

complainant and the accused. There shall be no retaliation for filing a good faith complaint of harassment.

ARTICLE IV. EVALUATION AND PROBATION CLASSROOM TEACHER EVALUATION PROCEDURES

Section A. Introduction

The parties have agreed to adopt the evidence-based instructional framework developed by University of Washington Center for Educational Leadership (CEL 5D+). The evaluation procedures set forth herein shall be to improve the educational program by strengthening the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation process shall take into consideration the combined evidence of the teacher's performance including artifacts, collaborative activities, instructional practices, and communication with stakeholders.

Section B. Comprehensive Evaluation

The Comprehensive Evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on the eight (8) state criteria. A teacher must complete a Comprehensive Evaluation a minimum of once every six (6) years. Subsequent years a teacher may be evaluated on a Focused evaluation.

Notification: The teacher will be notified by the 20th day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the evaluator. Each teacher shall be given a copy of the evaluation criteria, procedures, and any relevant information regarding the tools used for observation and evaluation purposes.

1. Student Growth Goal Setting:

- a. The teacher who is on a Comprehensive evaluation will select student growth goal(s) for SG 3.1, SG 6.1, and SG 8.1. These goals shall be developed with input from the evaluator and may be interrelated or 'nested.' This will be completed by November 1st.
- b. Student data that measures growth between two points in time within the current school year shall be used to calculate a teacher's student growth score. The measurements used shall be determined by the teacher in collaboration with the evaluator.
- c. The District will make available and support work during PLC time for all teachers on a Focused or Comprehensive evaluation to engage in activities that support work that may be used to satisfy the student growth requirement defined in Criteria 3, 6 and 8.

2. Pre-Observation Communication: Prior to any scheduled observation, the teacher will be given the opportunity to review the objectives and goals of his/her lesson with his/her evaluator.

3. Observations:

- a. School Districts must ensure that all classroom teachers are observed for the purpose of a focused evaluation at least twice each school year in the performance of their assigned duties. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting. The total annual observation time must be at least sixty (60) minutes.

- b. Provisional teachers shall be observed at least once during the first ninety (90) calendar days of his/her employment period. This observation must be scheduled and must be a minimum of thirty (30) minutes in length.
- c. The District may offer a continuing contract to provisional employees after two (2) years of evaluations that are proficient (3) or distinguished (4), at the Superintendent's sole discretion.
- d. A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of his or her duties. The total observation time for the school year for a third year provisional teacher shall not be less than ninety (90) minutes.

4. **Post-Observation Communication:**

- a. Following each observation or series of observations, the evaluator will:
 - i. Document and share the results of the observation in writing or by using other evaluation tools. The evaluator will share his/her observation report with the teacher within 15 working days.
 - ii. The teacher or administrator may request and be granted a meeting to review the observation report if desired.
- b. Each teacher will have the opportunity to submit artifacts or evidence to support his/her performance at any time after the observation(s) and at any other time throughout the year prior to May 1.
- c. If a teacher is at risk of being rated Basic or below, the evaluator must schedule a time to meet with the teacher after the observation(s) to review concerns.

5. **Preliminary Summative Communication:** When the evaluator is aware of concerns regarding any state criteria, the evaluator will maintain ongoing communication with the teacher where a rating of 1 or 2 is likely to become the summative rating for those criteria. This ongoing communication shall include the following:

- a. The evaluator will hold a discussion with the teacher indicating that the evaluator has observed areas of potential concern, within 5 days of the observation giving rise to this concern. The evaluator will disclose at the time of the discussion that the concern may result in a state criteria rating of 1 or 2.
- b. The teacher shall be given opportunity to respond to such concerns.
- c. The evaluator shall continue to consider additional evidence observed or submitted by the Employee with regard to the criteria following the discussion of concern with the teacher.
- d. When a continuing contract employee with five (5) or more years of experience receives a comprehensive summative evaluation performance rating of Less than 2 for two (2) consecutive years, the school district shall, within ten days of the completion of the second summative comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

Note: These provisions regarding preliminary summative communication apply to a summative rating of 1 or 2 on any state criteria. They do not apply to specific ratings on the CEL5+ framework

components within the criterion when the evaluator considers it unlikely that any one component will result in an overall state criterion rating of 1 or 2.

6. **Final Summative Communication:**

- a. The evaluator will submit to the teacher a copy of the final evaluation no later than May 15.
- b. Either party may request a meeting to review the evaluation.
- c. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.

Section C. Focused Evaluation

The Focused Evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on one (1) of the eight (8) state criteria. A teacher must complete a minimum of one Comprehensive Evaluation every six (6) years. In subsequent years the teacher may be evaluated on a Focused Evaluation when this evaluation option has been mutually agreed to by both the teacher and the evaluator.

1. **Notification:** The teacher will be notified by the 20th day of school whether the teacher will be evaluated using the Comprehensive or Focused Evaluation process and who will be assigned as the evaluator. Each teacher shall be given a copy of the evaluation criteria, procedures, and any relevant information regarding evaluation tools used for observation and evaluation purposes. In addition, if the Evaluator later determines that a Comprehensive Evaluation is more appropriate, the Employee will be placed on the Comprehensive Evaluation so long as that decision is made and notice provided before December 15th of that year.
2. **Criterion Selection:** The criterion selected for the Focused Evaluation will be taken from one of the state's eight criteria and must be approved by the teacher's evaluator. The criterion may be identified from a previous evaluation as benefiting from additional attention. A group of teachers may focus on the same evaluation criterion and share professional growth activities.
3. **Student Growth Goal Setting:**
 - a. When the teacher in collaboration with the evaluator selects Criterion 3 or 6, the teacher must complete the embedded student growth components within the chosen criterion only. When the teacher in collaboration with the evaluator selects Criterion 1, 2, 4, 5, 7 or 8, the teacher must select the student growth components in either 3 or 6 (SG 3.1, SG 6.1). Student Growth Goals and resources used will be developed by the teacher with input from his or her evaluator. This will be completed by November 1st.
 - b. Student data that measures growth between two points in time within the current school year shall be used to calculate a teacher's student growth score.
 - c. The District will make available and support work during PLC time for all teachers on a Focused or Comprehensive evaluation to engage in activities that support work that may be used to satisfy the student growth requirements defined in Criteria 3, 6, and 8.
4. **Pre-Observation Communication:** Prior to any scheduled observation, the teacher will be given the opportunity to review the objectives and goals of his/her lesson with his/her evaluator.
5. **Observations:** School Districts must ensure that all classroom teachers are observed for the purpose of a focused evaluation at least twice each school year in the performance of their assigned

duties. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting. The total annual observation time must be at least sixty (60) minutes.

6. **Summative Score:** A summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.
7. **Focused to Comprehensive:** Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15.
8. **Post-Observation Communication:**
 - a. Within a reasonable amount of time following each observation or series of observations, the evaluator will:
 - i. Document and share the results of the observation in writing or by using the applicable evaluation tools. The evaluator will share his/her observation report with the teacher within 15 working days.
 - ii. The teacher may request and be granted a meeting to review the observation report if desired.
 - b. Each classroom teacher will have the opportunity to submit artifacts or evidence to support his/her performance at any time after the observation(s) and at any other time throughout the year prior to May 1.
 - c. If a teacher is at risk of being rated Basic or below, the evaluator must schedule a time to meet with the teacher after the observation(s) to review concerns.
9. **Preliminary Summative Communication:** When the evaluator is aware of concerns regarding any state criteria, the evaluator will maintain ongoing communication with the teacher where a rating of 1 or 2 is likely to become the summative rating for those criteria. This ongoing communication shall include the following:
 - a. The evaluator will hold a discussion with the teacher indicating that the evaluator has observed areas of potential concern. The evaluator will disclose at the time of the discussion that the concern may result in a state criteria rating of 1 or 2. When the evaluator is aware of such a concern prior to February 1, such discussion shall occur by this date. In the case of concerns that become known to the evaluator later than February 1, the evaluator shall discuss the concern with the teacher indicating that it may be a factor in a summative rating of 1 or 2 as soon as it becomes known.
 - b. The teacher shall be given opportunity to clarify such concerns.
 - c. The evaluator shall gather additional evidence with regard to the criteria following the discussion of concern with the teacher.

Note: These provisions regarding preliminary summative communication apply to a summative rating of 1 or 2 on any state criteria. They do not apply to specific ratings on the CEL5+ framework components within the criterion when the evaluator considers it unlikely that any one component will result in an overall state criterion rating of 1 or 2.

10. Final Summative Communication:

- a. The evaluator will submit to the teacher a copy of the final evaluation no later than May 15.
- b. Either party may request a meeting to review the evaluation.
- c. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.

11. Rating of Basic or below: If a teacher is rated Basic or below the teacher will be evaluated on a comprehensive evaluation the following year.

Section D. Support for Basic and Unsatisfactory Employees

1. The Association will be notified when any teacher is on track to be judged basic or unsatisfactory prior to the end of the first semester, or as soon as this determination is made *but no later than December 15 unless a teacher requests in writing that his/her performance rating not be shared with the Association*. The evaluator will inform the teacher at the time the teacher is notified of a potential rating of basic or unsatisfactory that this information will be shared with the Association.
2. When a teacher is at risk of being judged Basic or Unsatisfactory additional support shall be provided to support his/her professional development.

Section E. Additional Support for Provisional Teachers

Before non-renewing a provisional teacher, the evaluator shall have made a good faith effort beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts may include:

1. A specific plan to assist the teacher in making progress in improving his/her performance;
2. Periodic reports from the evaluator on the teacher's progress toward remediating deficiencies.

Section F. Probation

1. This section shall not apply to Provisional Employees or those on non-continuing contracts: The probation requirements do not apply to Provisional teachers. Provisional teachers do not have access to probation.
2. At any time after October 15th, a non-provisional continuing_employee_ being evaluated on a Comprehensive Evaluation, whose work is judged not-satisfactory shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. "Not satisfactory" is defined in Section H. paragraph 11 of this Article.
3. A probationary period of a minimum of sixty 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, at the Superintendent's sole discretion.

4. 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.
5. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, 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 such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located. This person shall be selected from a list of evaluation specialists compiled by the educational service district. 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. When the Association elects to bring in an outside professional, the Association will notify the district of the outside professional's observations no later than the day prior to the observation. The district evaluator and/or a district designee may choose to be present during observations conducted by the outside professional.
6. 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 is contemplated by either the individual or the school district.
7. 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. The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement. A teacher must be removed from probation if he or 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 (5) or fewer years of experience, or of Level 3 or above for a continuing contract employee with more than five (5) years of experience.
9. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause for termination under RCW 28A.405.300 or 28A.405.210.
10. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, 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.

Section G. State Criteria and Scoring

1. State Evaluation Criteria:

Criterion 1 – Centering instruction on high expectations for student achievement

Criterion 2 – Demonstrating effective teaching practices

Criterion 3 – Recognizing individual student learning needs and developing strategies to address those needs

Criterion 4 – Providing clear and intentional focus on subject matter content and curriculum

Criterion 5 – Fostering and managing a safe, positive learning environment

Criterion 6 – Using multiple data elements to modify instruction and improve student learning

Criterion 7 – Communicating and collaborating with parents and the school community

Criterion 8 – Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning

2. Summative Performance Rating for Comprehensive Evaluation

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

Rating	Score
Unsatisfactory (1)	8-14
Basic (2)	15-21
Proficient (3)	22-28
Distinguished (4)	29-32

The final score for each criterion will be based on the preponderance of the evidence in each criterion. The individual criterion ratings from all eight (8) criteria will be used in achieving the overall “Summative Performance Rating” in the chart above.

Section H. Definitions

- Artifacts** shall mean any products generated, developed, or used by a teacher during the course of instruction. Artifacts should arise naturally from classroom instruction or practices and should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, tools or forms used in the evaluation process may be considered as artifacts. NOTE: It is recommended that artifacts will be minimally necessary as artifacts can be gathered through the observation process and the course of regularly performed activities and practices.
- Criteria** shall mean the eight (8) state defined categories to be scored.
- Criterion** shall mean one (1) of the eight (8) state defined categories to be scored.
- Teacher** shall mean a certificated employee who provides academically focused instruction to students as defined in WAC 18179A-140. All teachers shall be evaluated annually using either a Comprehensive or Focused evaluation.
- Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation, and the use of the specific instructional framework, the rubrics contained in this agreement, and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources. Evaluators shall be trained as provided by the state of Washington and

continue to engage in activities that will strengthen the evaluator's expertise in the use of the instructional framework for teacher evaluation.

6. **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework criteria. Evidence should be gathered from the normal course of the essential functions of the job and evaluation criteria. Evidence collection is not intended to be a professional portfolio but rather a sampling of observed practices and/or data to inform the decision about level of performance. There is no minimum amount of evidence required per criterion. NOTE: It is recommended that evidence will be minimally necessary as most evidence should be gathered through the observation process and the course of regularly performed activities and practices.
7. **Instructional Framework** shall mean the adopted evidence-based instructional framework developed by the University of Washington's CEL, known as the CEL 5D+.
8. **Observation** means the gathering of evidence 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 examining evidence over time against the instructional rubrics pursuant to this section.
9. **Provisional Teacher** means (a) a teacher in his/her first three (3) years of teaching in Washington State; (b) a teacher who has received an evaluation rating below level 2 during the third year of employment in Washington State, in which case the employee shall remain subject to the nonrenewal of the employment contract until the employee receives a level 2 rating; (c) a teacher who has previously completed at least two (2) years of certificated employment in another school district in the state of Washington and who is in his/her first year of teaching in the Orondo School District. Nothing in this section defining "provisional teacher" is intended to provide a provisional employee, who the Superintendent has determined should be non-renewed within his/her powers under the provisions of RCW 28A.405.220, any additional rights regarding their employment status.
10. **Student Growth Data** shall mean the change in student growth between two points in time within the current school year. Student growth goals shall be initiated by the classroom teacher and be developed and agreed upon by both the teacher and the evaluator. Assessments used to demonstrate growth shall predominately originate at the classroom level, such assessments must be appropriate and relevant to the growth goal measured. Data must include multiple measures which shall include formative assessments and may include summative assessments as appropriate.
11. **Not Satisfactory** shall mean:
 - a. **Level 1: Unsatisfactory** – Receiving a summative score of "1" or "Unsatisfactory" is not considered satisfactory performance for any teacher.
 - b. **Level 2: Basic** – If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if a summative score of "2" or "Basic" has been received two (2) years in a row or during two (2) out of three consecutive years, the teacher is not considered to be performing at satisfactory level.
12. **Regularly Scheduled Activities and Practices** shall mean duties performed as part of classroom instruction, professional collaboration and communication with students and stakeholders including brief encounters with administrators, colleagues, parents, community members and students.

ARTICLE V. LAYOFF AND RECALL

In the event of a financial situation, enrollment declines, or programmatic changes that requires the District to consider a Reduction In Force (RIF) affecting employees, the District shall confer with the Association at the earliest possible date and shall continue to confer throughout the process. The Parties shall meet and discuss possible ways of avoiding a RIF and ways to minimize the potential negative impact of such action should it become necessary.

If a RIF is still required, the District shall first seek voluntary reduction through resignations, leaves of absence and/or retirement, and only then consider lay-offs. If lay-offs are required, the District shall make every reasonable effort to retain the most senior employees first, taking into consideration the District need to meet the modified education program adopted by the School Board. Employees will be considered for retention within their endorsement, certifications, performance and the District staffing needs. The Employees with the least statewide seniority shall be renewed before more senior employees meeting the above criteria.

The Parties shall also make every reasonable effort jointly and separately to minimize the impact of lay-off to seek other employment for RIFed employees, and by rehiring laid-off employees as soon as openings become available for which they qualify. All employees being laid off shall be placed in a re-employment pool for a period of one (1) year. Such employees shall be offered any new or open jobs for which they are qualified. Part-time employees shall not be retained or recalled over full-time staff, unless the program calls for part-time staffing.

On or about each November 1, the District shall post an updated seniority list and shall provide the President with a copy. The list shall indicate the most recent date of hire for each employee, his/her current assignment and the bargaining unit positions for which the employee is certified. The date the employee was most recently continuously hired in a certified position in the state of Washington will become that employee's seniority date. Ties in the seniority date shall be resolved in the following priority:

1. Date employment began (for most employees this will be the first day of school in the year for which they were hired)
2. Date of Board approval of their employment
3. Date they returned their employment contract to the District
4. By lot

ARTICLE VI. INSTRUCTION

Section A. Academic Freedom

Pursuant to Washington law, the District has the final authority and responsibility to develop and adopt courses of study and lists of instructional materials. The Parties adhere to the principle of the employee's freedom to provide supplemental materials and to think and express ideas and concepts on issues, including controversial issues, when such are germane to the District's instructional program, and when related to subject matter in a given grade level. The Employee should consult with the school administrators prior to using materials that the Employee reasonably should know will be controversial and upsetting to parents or students. Employees shall use professional judgement in determining the appropriateness of the issues presented, taking into consideration the Parties' commitment to the democratic tradition; a concern for the rights, growth and development of students; objective scholarship; and a recognition of the maturity level of students. Further, the Parties agree that the

District's schools are not the appropriate forum for the expression of personal, religious or political views or for the militant advocacy of any particular cause or point of view.

Section B. Plan/Preparation Time

The District shall provide each full-time employee with two hundred (200) minutes of preparation time per week. It shall be in no less than twenty (20) minute blocks. The thirty (30) minutes before and after school shall not be computed as preparation time. When employees work a full contract day, they will be provided a 15-minute break within the day. Part-time employees shall be granted plan time and shall be given supervision time responsibilities in proportion to their contracted duty time.

Loss of Plan Time: An employee shall not be asked to assume the responsibility for another employee's class except in the case of unforeseen emergency, or when, because of time limitations, arrangement for a regular substitute cannot be made. Assignments for coverage of another employee's class shall be made equitably. Employees shall be reimbursed at per diem rate if the employee incurs a loss of planning time. In the event an employee is required to absorb another grade level into their class for the day or some portion of the day (in excess of 30 minutes), the employee will be compensated for one hour at their per diem hourly rate.

Section C. Class Size

1. **State Requirements:** The District shall comply with the Teacher/Student ratios required by the State of Washington.
2. **Commitment to Reasonable Student/Teacher Ratios:** The parties recognize the importance of maintaining a reasonable Teacher/student ratio that provides for quality education and commit themselves to that goal, within available resources.
3. **Appeal Procedure:** In the event that an employee believes that an unsatisfactory teacher/student ratio exists, which may be total number of students in his/her class(es) or the number or ratio of special needs students, the employee shall notify his/her principal and AR. The principal shall call a meeting to be attended by him/herself, and the employee(s) involved. The employee shall be accompanied by his/her AR at this meeting. In considering the belief, this group shall look at least the following areas:
 - a. Budget
 - b. Discipline
 - c. Equipment needed
 - d. Special mix or needs of students
 - e. Available facilities
 - f. Subject taught
 - g. Grade level
 - h. Student abilities
 - i. Instructional techniques required
 - j. Other teaching assignments
 - k. Any additional pedagogically sound factors.

If the principal agrees that a size or ratio problem exists, and the group agrees on a remedy(s) the principal may make any adjustment that is within his/her authority in order to alleviate the problem.

If the group cannot agree on the existence of a problem or its remedy the employee may appeal to the Superintendent, or if the principal agrees that a size or ratio problem exists but remedies are not within his/her authority, the employee, AR and principal may make a recommendation to the

Superintendent for, the employee may appeal to the Board or arbitration. The Board shall grant a hearing to the participants and shall make a final determination.

Section D. Special Education Caseload/Workload

1. Special Education teachers shall annually receive two (2) days to be used at their discretion for responsibilities such as student scheduling and IEP preparation. Teachers may choose to utilize release time in half-day or full-day increments or choose to be compensated at their per diem rate for completing the work outside of the workday. Teachers may combine release time and compensation at their discretion.
2. Special education teachers' time outside of their regular contract day to attend parent meetings related to IEP's and/or 504's, will be time-sheeted at their hourly (per diem) rate.

Section E. Supplies, Materials and Equipment

1. **Collaborative Decision Making:** The District shall consider employee recommendations for the expenditure of building funds for supplies, materials and equipment.
2. **Requests and Responses:** In making requests for additional supplies, equipment and materials for use in the instructional program employees shall:
 - a. Make request to their principals in writing on the appropriate forms as early as possible.
 - b. The principal shall advise the requesting employee of the disposition of the request.

Section F. Student Discipline

1. **Distribution of Board Policies and Procedures:** No later than June 15 of each school year, the District shall review with employees the current board policies and procedures, including the current student handbook, that relate to student discipline. The purpose of this review shall be:
 - a. to provide ample opportunity for discussion of federal and state laws concerning student discipline and the employee's rights and responsibilities related thereto.
 - b. To provide opportunity for the parties to offer recommendations for consideration as plans are made for the next school year.
2. **District Support:** The District shall work collaboratively with employees to support them in the implementation and enforcement of the District's student discipline policy.
3. **Referrals:** Whenever employees make referrals for discipline, special education, testing or other reason, a copy of such referral shall be given to the employee's principal. When a student referral is made regarding a student with an IEP or 504, the referral shall also be available to the special education director/504 coordinator. Principals shall assure that all such referrals shall be recorded in the appropriate data base and that employees are advised of the disposition of the referral in a timely manner. All employee inquiries into the status of a referral shall be addressed within a reasonable time.

Section G. Staff Development

The District shall make available a sum of \$300 per FTE for the certified employee at the beginning of each school year to apply to the cost of professional development of the employee's choosing including NBCT so long as the selected activity is related to that employee's job assignment (RCW 28A.415.023).

The District will pay for a substitute, if needed to attend this professional development. The cost of the substitute will not be deducted from the teacher's individual sum. If an employee does not expend

his/her total funds they will accumulate from year to year in that employee's account up to a total of \$900. No employee's accumulated funds will exceed \$900 in any year. All expenditures to be charged against individual accounts for the prior year must be submitted on or before September 15 of the following year.

The district will maintain a pooled fund of \$ 4,000 for certified employees to participate in professional development that addresses the District's and the School Improvement Team's goals and vision statements and that is related to the employee's job assignment (RCW 28A.415.023). Priority for these funds will be for certification, including PGP and NBCT, advanced degrees and additional endorsements.

Certified employees may request funds from this pool accordingly. The pooled funds will be replenished annually to the \$4,000 level. These pooled funds will be administered by a professional development committee of at least two members appointed by the Association and one district administrator. The professional development committee will use a consensus model to prioritize their use. Staff accepting funds from the pool must remain an employee of the district for the ensuing 12 months unless separation from employment is initiated by the district. Separation from employment initiated by an employee from the district in the 12 months following the award will result in repayment by the employee of the full award amount. Employees may appeal to the Superintendent under extenuating circumstances.

Each year, prior to November 1, the District will incorporate no less than six (6) hours for Safe Schools training into district PD time.

Section H. Non-Teaching Duties

The Parties acknowledge that an employee's primary responsibility is to teach and that his/her energies should, to the greatest extent possible, be utilized to this end. Therefore, the District shall limit the amount of time spent on supervision of cafeterias, sidewalks, or bus loading or unloading unless specifically hired to perform these duties or as needed in emergencies or unplanned events.

The parties agree that there is a value in having employees sometimes working directly with students on the playground during recess and lunch periods. The District shall use volunteer employees to supplement the coverage of playground duty when possible. A rotation schedule of employees will be used in as equitable fashion as possible. The District shall not require any employee to collect money from students for any purposes unless hired to do so.

Section I. Mentor Teachers

1. **Purpose:** The District shall provide a Mentor Teacher Intervention Program for both new and experienced employees, as follows:
 - a. New Employee Intervention: The New Employee Mentor Teacher Intervention Program shall be to:
 - i. assist beginning employees to become familiar with curriculum, Washington State Learning Standards, the District's adopted instructional framework, and orientation to local school practices.
 - ii. help employees develop collegial relationships with students, other staff members, and community members.
 - iii. provide opportunities to collaborate regarding pertinent areas of interest such as classroom management, instructional, strategies, and curriculum development, and to receive encouragement and feedback.

- b. Experienced Employee Intervention: The Experienced Employee Mentor Teacher Intervention Program shall be to:
 - i. assist all employees with teaching experience who are new to the District
 - ii. all employees who are placed on probation shall receive mentor assistance as directed by the employee's written plan for improvement
- 2. **Voluntary:** Employee participation in the mentor program as mentor teachers shall be voluntary. Mentees shall be required to participate as a condition of employment.
- 3. **Evaluation:** No participating employee shall be subject to any additional evaluation not set out in this agreement. A mentor teacher shall not in any way participate in, or contribute to, the performance evaluation of a teacher, for whom mentoring services have been provided.
- 4. **Funding:** Where state funding is available and applied the Association shall be involved in any state and/or District evaluation of the mentor teacher program. Mentors shall be paid a stipend for working with a mentee in the amount of \$750.

Section J. Grading

Employees have the right and responsibility to determine grades and other evaluations of students, subject to any limitation in law. Employees shall maintain records and data to provide evidence supporting the assignment of grades. Parent complaints regarding grades shall be processed through the District's applicable policy/procedure.

ARTICLE VII. LEAVES

Section A. Illness, Injury, Emergency, and Disability (Sick) Leave

- 1. **Accumulation:** At the beginning of each school year, each full-time employee shall be credited with twelve (12) days of Illness, Injury, emergency, and Disability Leave, which shall be referred to hereafter as "sick leave". Employees who are less than full-time shall receive a prorated portion of such leave. Unused sick leave shall accumulate to the maximum allowed by law. Each employee's accumulated sick leave balance shall be made known to him/her on each paycheck stub, subject to the delays in the accounting system, which may have a month lag. Sick leave earned but unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment, up to the maximum allowed by law.
- 2. **Use:**
 - a. **Personal Illness, Injury or Disability:** Employee can use accrued sick leave when the employee is unable to perform duties because of personal illness, injury or disability.
 - b. **Maternity:** The District shall grant sick leave for pregnancy, childbirth and related temporary disability to employees, to the extent the employee's physician certifies the employee's temporary disability.

Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate the expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the employee.

- c. **Family Illness:** The District shall grant sick leave to employees in the event of illness within the immediate family of the employee which requires their presence or assistance. For purposes of this provision, the term "immediate family" shall mean spouse, parent, child, grandchild, grandparent, sibling, niece, nephew, aunt or uncle, or those of the employee's spouse, marriage partners of the employee's children, parents, siblings, grandchildren or grandparents, or a person living in the same household as the employee. In addition, the District shall honor any applicable provision of state or federal law concerning the granting of family leave benefits.
 - d. **Adoption:** In the event of adoption, use of sick leave may include time for court legal procedures, home study and evaluation, required home visitations by the adoption agent not possible to schedule outside of the regular working hours, and such additional activity as is required to make the immediate inclusion of the adopted child into the employee's household.
 - e. **Emergency:** The District shall grant sick leave to employees in the event the employee has an emergency, defined as, a problem that has been suddenly precipitated or is unplanned; or where pre-planning could not relieve the necessity for the employee's absence.
3. **Sick Leave Exhaustion:** In the event an employee's accumulated sick leave is exhausted, but more sick leave is required by the employee pursuant to the provisions set out above, the employee may request and the District may grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner at its discretion. The employee shall advise the District of the expected duration of the leave at the time of request for the leave. The District may grant leave without pay in subsequent years at its discretion. The District may require medical notification of the need for leave without pay.
4. **Sick Leave Buy-Back / Attendance Incentive Options:** Employees may accrue sick leave and participate in sick leave buy back options provided by law and district policy - RCW 28A.400.210 and Board Policy #5401 Additional information regarding this policy is included in the employee handbook and on the district website.
5. **Sick Leave Sharing**
- a. Consistent with the provisions and requirements of state and federal statutes and this contract, employees may share accumulated annual leave or sick leave with another employee who:
 - i. Suffers from, or has a household member of relative who suffers from, an extraordinary or severe illness, injury or impairment, or physical or mental condition; is a victim of domestic violence, sexual assault, or stalking; needs time for parental leave; is sick or temporarily disabled because of a pregnancy; or has been call to service in the uniformed services.
 - ii. Has a condition or circumstance with is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:
 - A) Apply for leave without pay, or;
 - B) Terminate employment;
 - 1) Has depleted or will shortly deplete all applicable leave reserves. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to forty (40) hours of sick leave in reserve.
 - 2) Has abided by District rules regarding use of leave.
 - 3) The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.
 - b. A staff member who does not accrue annual leave but who has a n accrued sick leave balance of more than twenty-two (22) days may request that the Superintendent transfer a specified

amount of sick leave to another staff member authorized to received such leave, as described above.

- c. A staff member may request to transfer no more than six (6) days of sick leave during any twelve (12) month period and may not request to transfer that would result in an accrued sick leave balance of fewer that twenty-two (22) days.
- d. A staff member who receives personal leave may request that the superintendent transfer a specified amount of personal leave to another person authorized to receive shared leave. A staff member may request to transfer no more than the accumulated amount of personal leave available.
- e. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, prorated, within sixty (60) days after the recipient's use of accumulated leave ceases.
- f. Contributions of sick leave shall be on a voluntary basis. The names of donors, non-donors and recipients shall be kept confidential.
- g. This provision shall be in conformity with rules and regulations as prescribed by RCW 41.04.650, 41.04.655 and 41.04.665.

6. Washington Paid Family Medical Leave

Employees are eligible for WPFL in accordance with current law starting in January of 2020. The cost of the premiums shall be split as per the RCW. Procedures for application shall be established by WAC. The District shall maintain their portion of medical benefits when an employee is on leave. The employee shall continue to pay the same out-of-pocket as prior to leave.

Employees may elect to use this leave after using an employee-determined amount of sick leave and before accessing the provision of the Family and Medical Leave Act (FMLA). Employees may use a combination of sick leave and WPFL by days of the week via a predetermined calendar but not hourly. Parties both agree to adapting this as administered by the state and business office for the benefit of the employee.

Section B. Personal Leave

The District shall grant employees three (3) days of personal leave with pay each year. An employee may carry forward up to three (3) days per year if not used in the current school year. No more than six (6) days can be accumulated at any one time. Notice of intent to use such leave shall be given by employees in advance of the leave as much as is reasonably possible. In the event an employee requires use of more leave than they have available, he/she shall make a request for such leave to the Superintendent who may grant such leave to the employee, when possible, at a cost to the employee equal to the actual substitute salary cost to the district. When granted, such extra personal leave days shall be non-precedent setting.

The Superintendent may make appropriate inquiry into the reasons for use of such extra days. Without the approval of the Superintendent personal leave may not be taken during the first or last weeks of the school year, during parent conferencing, or on any non-instructional contract day. Personal leave may be used to extend a vacation or holiday provided that no mor than two (2) employees are on leave at the same time. Such extended leave is on a first come first served basis.

A maximum of two (2) employees may be on personal leave at one (1) time. If an employee has one or more personal leave days left at the end of the school year the employee may cash out up to two (2) days paid at per diem. Only two (2) days may be cashed out in a given school year. The employee must initiate the cash-out with the Superintendent by the last employee work day of the current year.

Section C. Bereavement Leave

The District shall grant employees up to five (5) days with pay per occurrence for death in the immediate family of the employee, as defined below, The District shall grant employees one (1) day of bereavement leave with pay in the event of the death of friends, students or colleagues of the employee. Upon approval of the Superintendent, additional bereavement may be granted as emergency leave.

The term "Immediate family" shall mean spouse, parent, child, sibling, grandchild, grandparent, niece, nephew, aunt, uncle, or those of the employee's spouse, marriage partners of the employee's children, parents, siblings, grandchildren or grandparents, any person living in the same household as the employee or any person who is a dependent of the employee.

Section D. Court Appearance Leave

The District shall grant Court Appearance Leave as follows:

1. **Jury Duty:** Employees who are called to serve on a jury.
2. **Subpoenas:** Employees who are subpoenaed to testify in court on school related business, where the employee is not a party to the action and does not have a personal interest in the outcome of the proceedings.
3. **Other Court Leave:** Other court absences may be granted from Personal Leave.
4. **Payment:** Any payments to an employee for jury duty, mileage payments, or other actual expenses, shall be the employee's.

Section E. Long Term Leave of Absence

The District may grant any employee an unpaid long term leave of absence for up to one (1) year for study, child rearing, travel, medical or other mutually agreed to reason(s). Employees granted such a leave shall 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 advancement credit on the salary schedule for the period of the leave. An employee granted such leave shall be required to notify the district in writing of his/her intent to return to active employment prior to March 15th, of the year of the leave, if applicable or prior to one (1) month before returning, if returning at any time other than at the beginning of a school year. Upon return from such leave, the employee shall be entitled to the same position or a position substantially equivalent to the position held prior to the leave. Once granted, such leave may be renewed annually for no more than two (2) consecutive years upon request of the employee, with the agreement of the District. No employee granted a leave under this provision may return early from such leave without the permission of the District. Such employees would also be subject to loss of a position under a RIF process as if they were currently working.

Section F. Meetings and Conferences

The District may grant paid leave with reimbursement for approved expenses to employees for the purpose of attending educational meetings. Application for such leave shall be in writing. Approval of such leave is discretionary with the Superintendent and must be obtained in advance of the leave.

Section G. Association Leave

The District shall grant up to up to ten (10) days leave with pay to the Association to be used to conduct Association business. The Association shall reimburse the District for such time taken at the daily substitute rate of pay, should substitutes actually be used.

Section H. Military Leave

The District shall grant military leave to any employee who is called into active duty, extended or temporary, as a member of the Armed Forces of the United States in accordance with law.

Section I. Family and Medical Leave

Family and disability leave (including maternity and paternity leave) shall be granted in accordance with Federal and State statutes and Board Policy #5404.

1. **Eligibility:** Employees shall be eligible for FMLA after twelve months of employment, having worked a minimum of 675.00 hours in the last twelve (12) month period.
2. **Use of Sick Leave:** Sick Leave and FMLA shall be used consecutively, not concurrently.
3. Employees shall be provided twelve (12) weeks of unpaid FMLA leave during any twelve (12) month period for any of the following reasons:
 - a. To care for the employee's child after birth, or placement for adoption or foster care;
 - b. For a serious health condition of the employee, spouse, parent or child.
 - c. An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty-six (26) weeks of unpaid leave in a twelve (12) month period.
4. **Job Benefits and Protection:** The District shall insure the following provisions:
 - a. Weekends, holidays, and school breaks are not included in an employee's FMLA entitlement.
 - b. Employees on FMLA leave will have access to their current health care benefits. The District will continue to pay the District's portion of the health care premium during the period of FMLA leave regardless of the employee's pay status.
 - c. If in unpaid status, employees are responsible for remitting their monthly premium to the District.
 - d. Grant the employee his/her previous position, or an equivalent position, upon return from FMLA; and
 - e. Maintain any employee benefits that accrued prior to the start of FMLA.

Eligible Employees in need of further information or access to Family Medical Leave should contact the District Business Office and/or reference the Employee Handbook.

ARTICLE VIII. FISCAL MATTERS

Section A. Salary

1. **Schedule:** Salaries shall be as set out in the Orondo Salary Schedule which is attached to and made a part of this Agreement as Appendix A. Any state provided salary increase will be added to each cell of the Orondo Salary Schedule in the same percentage as provided by the state.
2. **Retroactivity:** Should the date of execution of this Agreement be subsequent to the effective date, salaries shall be retroactive to the effective date. Retroactive pay, where applicable, shall be paid on the first (1st) regular pay day following execution of this Agreement.

3. **Initial Placement:** Placement in the appropriate column for educational attainment shall be determined by the number of college credits and/or clock hours which have been earned for certification, endorsement or District initiative. All credits and clock hours must be submitted by October 15 for placement for the current year.
4. **Experience Credits:** Placement on the appropriate step for teaching experience shall be based upon full credit for all previous teaching experience within the limitations of the Orondo Salary Schedule and in accordance with WAC 392-121-280.
5. **Increments:** Increment steps for experience and advanced education shall be granted September 1, of each year. Employees shall receive increment credit and advancement when entitled.
6. **Payment:** Pay checks shall be issued on the last employee work day of each month except in December, June, July when checks will be issued on the last weekday of the month. This exception will apply to August if the school year does not commence prior to August 31. Employees who notify the District of their request prior to December 5 may request a maximum draw of \$500 against their December pay to be dispersed on the last working day of December.
7. **University Credits:** Credits earned for certification, endorsement or District initiative shall be accepted for advancement on the Orondo Salary Schedule.
8. **Part-Time Employee:** WAC392-121-280 shall determine how much experience employees shall be granted for part-time or part-year work experience.
9. **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 under or over payment and unless state law or regulation prohibits, the District and the employee shall work out a mutually agreeable plan for payback and the employee shall sign a note acknowledging the amount, the repayment plan and the District's ability to deduct the payments from pay.
10. **Base salary:** Orondo Basic Contract. The employee's placement shall be on the Orondo Salary Schedule found in Appendix A. Included in the base contract is time for professional activities outside the regular contract day, including time used to make parent contacts, prepare new curriculum materials, collaborate with colleagues and assess student work.

Section B. Insurance

1. The District shall provide qualified employees with insurance benefits that align with the rules and regulations set by the SEBB (School Employee Benefits Board).
 - a. Availability:
 - i. Qualified employees who work or will work a minimum of 630 hours during the year.
 - ii. The open enrollment period will annually be determined by SEBB.
 - iii. Employees are responsible for enrolling online or with forms provided by SEBB.
 - b. Benefits:
 - i. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long-term disability insurance. The Health Care Authority (HCA) carve-out is absorbed into these benefits.
 - ii. Employees may select a carrier approved by SEBB.

- c. Premiums:
 - i. The District shall pay their portion of the employee premium as established by SEBB.
 - ii. Employees will be responsible for their portion of the premium.
 - iii. Any additional premium surcharges will be paid by the employee.

2. VEBA

- a. In the January pay packet, the District will notify all qualifying employees that they may be eligible for inclusion in a VEBA plan. The District will also notify the Association. Notification will include a list of employees who qualify and an agreement- to-participate form, with a one-week deadline for submitting the form to the District Office. If all ballots are returned and a majority who are eligible agree to participate, then the District Office will enroll the qualified employees in VEBA III and make arrangements as necessary for the transfer of sick leave to VEBA III accounts.

In the event that all qualified employees do not submit their forms to the District Office by the deadline, or that there is no majority preference resulting from the voting, the Association President will be notified within two (2) days. The Association President will prompt employees to return their agreement-to-participate form and/or arrange a meeting to gain consensus among the group of eligible employees in the event of a tie vote. When consensus has been achieved, or no later than March 1, the Association will notify the District of the qualified employees' decision.

- b. Beginning in the 2023-24 school year, the District shall contribute \$25 per month to the individual VEBA account of each member of the bargaining unit.

Section C. Work Year

- 1. The employee work year shall be one hundred eighty (180) days which include one hundred eighty (180) student attendance days.
- 2. The employee base contract work year will be 180 days. If Washington State fully funds employee salaries to reinstate the additional Learning Improvement Days previously adopted by the legislature, the base contract work year will be adjusted to include these days. If Washington State revises its funding of employee salaries in some other manner to a new number of base days, subsequent work years will be likewise adjusted.
- 3. If Learning Improvement Days are reinstated by the Washington legislature, these days shall be non-student attendance days and used as student learning improvement days. These days will be limited to district approved activities related to collaboratively improving student learning, consistent with the law. The district and association will work together for mutual agreement on their content and when these days will be held. All rules of WAC 392-140 must be adhered to.
- 4. Time, Responsibility, and Incentive (TRI)
 - a. **Opening and Closing School:** Two (2) non-student days shall be compensated at the per diem rate of the salary schedule in Appendix A to be used for the opening and closing of school activities. These may include in-services, curriculum development, retreats or setting up classrooms.
 - b. **Annual Professional development and curriculum enhancement specific to the needs of students that have not met state standards:** Two (3) days per year will be compensated at per diem rate for the purpose of an annual mid-year planning workshop and other District determined professional development.

- c. **Community Involvement Stipend:** One day per year will be compensated at per diem rate for the purpose of community involvement. Payment will be made upon receipt of a District provided claim form that indicates evidence of the employee's participation in the following:
 - i. Attendance at two school sponsored activities of their choosing per school year where parents and community members are present. Employees shall participate as any other guest at the event, joining in the purpose and activities of the event and attending for the majority of the time the event is held.
 - ii. Affirmation of participation in or availability to participate in up to three parent meetings where the teacher's presence is integral to the meeting and the meeting extends beyond the contract day. Employees shall attend such meetings when the employee has been given at least three days' notice of the potential that the meeting may extend past the contract day and that the meeting does not exceed more than one hour beyond the contract day.

- d. **Incidental Responsibilities:** Incidental Additional Responsibility Compensation
 Additional Time for supervision beyond the contract day: When the District requests that an employee actively supervise an event that is scheduled beyond the contract day, the District shall pay curriculum rate for time spent in this activity and the employee shall submit a timesheet. No employee shall be required to accept such supervisory assignments.

Additional Time for curriculum development and for instructional and program collaboration: When the District requests that employees participate in specified training, and/or program and curriculum planning meetings at a collaborative time that is scheduled later than one half hour beyond the contract day or on a non-student day (e.g. during the summer, or on a weekend) employees shall be paid curriculum rate and will submit a timesheet. The District shall collaborate with employees to schedule such events at the convenience of all participants.

- e. **New Employees:** New employees shall have the option to work four days prior to the opening of the employee's first year of employment with the District for the purpose of curriculum and classroom preparation. These days will be mutually scheduled with the District and shall be paid at curriculum rate.

- f. **Longevity Incentive:** Employees are eligible for a longevity incentive as outlined below. This shall be paid in one lump sum in the month of July, at the end of each qualifying year of service. Service at Orondo School District only will count toward the calculation. This incentive shall not be pro-rated.

10-14 years of service	\$1000
15-19 years of service	\$1500
20+ years of service	\$2000

An employee must complete the years of service for advancement on the longevity incentive by August 31 of each year which will be used for calculation.

- g. **Retirement Announcement Incentive:** When an employee announces his/her plan to retire on or before January 1 during the employee's final year of employment, the employee shall receive a retirement announcement incentive of \$2,000.

- h. **Classroom Materials and Supplies Stipend:** An annual stipend of \$150 per 1.0 FTE will be paid with the September payroll to support teachers' acquisition of materials and supplies for their classroom.

5. **M&O Levy Impact:** In the event of a double M & O levy failure the supplemental compensation provisions in Article VIII, section C, #4 a-h shall be canceled during the school year following the M&O levy failure and shall be reinstated upon passage of the levy.

Section D. Work Day

The employee work day shall be seven and one-half (7 1/2) hours, including a thirty (30) minute duty-free lunch period.

Staff meeting Flextime: The Principal may schedule one staff meeting per month that extends the work day to 4:30 p.m. One week (seven Days) notice is to be given to the staff prior to the scheduled meeting. Employees may leave the District at 3:15 each Friday during the school year in exchange for this additional hour designated for staff meeting.

Section E. Release From Contract

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

1. **Notice:** A letter of resignation must be submitted to the Superintendent's office.
2. **Prior To June 15:** If the letter of resignation is submitted prior to June 15, the employee shall be released from his/her contract without further qualification.
3. **After June 15:** If the letter of resignation is submitted June 15, or after, a release from contract shall be granted, provided that a satisfactory replacement can be obtained.
4. **Hardship:** A release from contract may be granted in cases of illness or other personal matters which make it impossible for the employee to continue employment in the District.

Section F. Calendar

The District shall establish the calendar annually after considering input from the Association, which calendar shall conform to the following:

1. **Beginning (and Ending) Dates:** The employee work year shall begin no earlier than ten (10) working days before Labor Day.
2. **Winter Break:** Winter break shall include as a minimum, December 23 through January 1.
3. **Spring Break:** Spring break shall be either the first full week of April or the last partial week of March when March and April overlap within a week.
4. **Variations:** Any variations to this schedule shall be determined mutually by the parties.

Section G. Travel Reimbursement

An employee who is required to use his/her own vehicle as a part of his/her employee responsibilities (including employees who are required to travel between buildings) shall receive travel reimbursement equal to that amount paid to State employees. All use of a personal vehicle should be in compliance with District Policies and Procedures.

Section H. Professional Conferences

The District shall pay expenses and compensate time for employees' attendance at professional conferences, seminars or workshops when classes taken are recommended and requested by the district.

Section I. Inclement Weather

In the event of a delayed opening due to inclement weather or other unforeseen circumstances, employees shall report to work no later than thirty (30) minutes prior to the scheduled start of the student day or as soon as reasonably possible.

ARTICLE IX. GRIEVANCE PROCEDURE

Section A. Definitions

1. The term "grievant" shall mean a bargaining unit member or group of bargaining unit members represented by the Association.
2. The term grievance shall mean a claim or complaint by a grievant that:
 - a. there has been a violation, misrepresentation or misapplication of any terms or provisions of this Agreement
 - b. that an employee has been treated in a manner inconsistent with this contract
 - c. there exists a condition which jeopardizes the employee's health and safety.
3. The term "days" shall mean employee work days for the purpose of Article IX. After the last day of school and before commencement of the fall semester, the term "days" shall mean days that the District is open for business.

Section B. Time Limits

If the grievant fails to file or appeal according to the timelines set out herein, the grievance may not be pursued further and shall be resolved according to the last formal response and shall not be allowed to be heard at any arbitration proceedings. In the event the District or its agents fail to meet a timeline, the grievant may proceed to the next step of the procedure. The time limits shall be strictly observed but may be extended by mutual agreement of the Parties.

Section C. Rights to Representation

A grievant shall have the right to be accompanied by an AR at all steps of the grievance procedure. In the event a grievant elects to file and proceed without an AR, he/she may do so through the first two (2) steps of the procedure only, provided that the Association is present at every meeting or conference in order to protect its contract rights, and further provided that copies of the grievance, appeals and responses are given to the President in a timely fashion. No grievance may be processed with a grievant having representation other than him/her self or the Association.

Section D. Individual Rights

Nothing contained in this Agreement shall be construed as limiting the right of any employee having a complaint to discuss the matter through administrative channels and to have the problem adjusted without the intervention of the Association, as long as the President is notified in writing of the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

Section E. Procedure

Grievances shall be processed in the following manner:

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

Within thirty (30) days of the occurrence, or when the grievant reasonably should have had knowledge of the occurrence, the formal grievance shall be presented in writing to the employee's supervisor, who shall arrange for a conference between him/her self, the grievant and the AR to take place within five (5) days after receipt of the grievance. The supervisor shall provide the grievant and the AR with a written answer to the grievance within ten (10) days after the meeting. Such answer shall include all reasons upon which the decision was based.

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 timeline, the grievance may be appealed to the Superintendent. The Superintendent shall arrange for a hearing with him/her self, the grievant, the first level supervisor and the AR, to take place within ten (10) days of his/her receipt of the appeal. Both sides shall have the right to include such witnesses as they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) to provide his/her written decision, together with the reasons for the decision to the grievant and the AR.

STEP 3. Binding Arbitration: If the Association is not satisfied with the decision at Step 2, or if no disposition has been made within the timeline, the Association may submit a Demand for Arbitration to the American Arbitration Association (AAA), or to Federal Mediation and Conciliation Services (FMCS) along with a copy to the Superintendent. The arbitration shall be controlled by the Voluntary Arbitration Rules of AAA, or such other rules as the Parties may mutually determine, provided that the Parties shall strike names from the panel selected by AAA within ten (10) days of receipt of such panel.

The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise prohibited by law, provided that such decision is in conformity to this Agreement. The Parties shall be bound by the award of the arbitrator.

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, shall be borne equally by the Parties. All other costs shall be borne by the Party incurring them.

Stenographic Record: the total costs of the stenographic record (if requested) will be paid by the party requesting it unless the request is made by the arbitrator and then the costs will be split between the two parties. If the other party also requests a copy, that party will pay one half (1/2) of the stenographic costs.

Section F. Miscellaneous Conditions

1. **Contract Expiration:** Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
2. **No Reprisals:** No reprisals of any kind shall be taken by the District or its agents against any employee because of his/her participation in this grievance procedure.
3. **Cooperation of the Parties:** The Parties shall cooperate in their investigation of any grievance; and shall furnish such information as is requested for the processing of any grievance.

For the purpose of assisting an employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the District shall permit an employee and/or an AR access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the District which pertain to the affected employee or any issue in the proceeding in question, unless otherwise restricted by law.

4. **Released Time:** When practicable the investigation or processing of any grievance shall take place during non-duty times. Should the investigation of any grievance require that an employee(s) or an AR(s) be released from his/her regular assignment, the employee or AR shall be released without loss of pay or benefits provided that the Association reimburses the District for any substitute costs.
5. **Files:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. **Form:** The form for filing grievances is attached to and made a part of this Agreement as Appendix C.
7. **Association Grievances:** If a grievance affects a group of employees filed by the Association, the Association may initiate and submit such grievance to the Superintendent directly, and the processing of such grievance shall commence at Step 2.

Grievances involving more than one (1) supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.
8. **Election of Remedies:** In the event an employee elects to use this grievance procedure to remedy an alleged violation of this Agreement, he/she waives his/her right to also use a statutory remedy procedure for the same alleged violation. In the event an employee elects to use a statutory procedure to remedy an alleged violation of this Agreement, he/she waives his/her right to use this grievance remedy procedure for the same alleged violation.

Article X. Duration

Section A. Effective Dates

This Agreement shall be in effect September 1, 2023, and shall remain in effect through August 31, 2025.

Section B. Openers

This Agreement will be reopened to address any new legislation that impacts this Agreement. Any state provided salary increase will be added to each cell of the Orondo Salary Schedule in the same percentage as provided by the state.

Any state provided increase for Professional Development time will be subject to negotiations.

Upon written notice given by the Association to the District not later than April 1, the Parties agree to commence negotiations on a successor Agreement no later than May 1, 2025.

EXECUTED THIS _____ at Orondo, Douglas County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Board Chairman

Association President

Superintendent

Chief Negotiator

APPENDIX A

Orondo 2023-24 Salary Schedule

2023-2024 Salary Schedule								
STEP	BA-0	BA-15	BA-30	BA-45	BA-90	MA-0	MA-45	MA-90
0	50,869	52,242	53,665	55,093	59,670	60,987	65,565	68,516
1	51,553	52,946	54,388	55,877	60,502	61,665	66,290	69,221
2	52,205	53,611	55,068	56,673	61,285	62,347	66,959	69,923
3	52,877	54,298	55,769	57,426	62,029	62,994	67,595	70,630
4	53,537	55,019	56,500	58,213	62,843	63,672	68,303	71,361
5	54,218	55,708	57,204	59,012	63,624	64,362	68,977	72,095
6	54,918	56,375	57,922	59,819	64,411	65,068	69,661	72,793
7	56,148	57,626	59,194	61,195	65,855	66,391	71,049	74,272
8	57,949	59,508	61,113	63,279	69,527	68,474	73,197	76,536
9	57,949	61,456	63,140	65,385	70,217	70,578	75,413	78,867
10	57,949	61,456	65,192	67,599	72,495	72,794	77,693	81,259
11	57,949	61,456	65,192	69,879	74,882	75,074	80,078	83,716
12	57,949	61,456	65,192	72,085	77,332	77,442	82,527	86,277
13	57,949	61,456	65,192	72,085	79,841	79,894	85,036	88,896
14	57,949	61,456	65,192	72,085	82,362	82,418	87,723	91,616
15	57,949	61,456	65,192	72,085	84,505	84,560	90,003	93,998
16	57,949	61,456	65,192	72,085	86,195	86,251	91,803	95,877

Orondo 2023-24 TRI Salary Schedule (Five Days)

Years of Service								MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	
0	\$1,413	\$1,451	\$1,491	\$1,530	\$1,658	\$1,694	\$1,821	\$1,903
1	\$1,432	\$1,471	\$1,511	\$1,552	\$1,681	\$1,713	\$1,841	\$1,923
2	\$1,450	\$1,489	\$1,530	\$1,574	\$1,702	\$1,732	\$1,860	\$1,942
3	\$1,469	\$1,508	\$1,549	\$1,595	\$1,723	\$1,750	\$1,878	\$1,962
4	\$1,487	\$1,528	\$1,569	\$1,617	\$1,746	\$1,769	\$1,897	\$1,982
5	\$1,554	\$1,561	\$1,589	\$1,639	\$1,767	\$1,788	\$1,916	\$2,003
6	\$1,564	\$1,566	\$1,609	\$1,662	\$1,789	\$1,807	\$1,935	\$2,022
7	\$1,590	\$1,601	\$1,644	\$1,700	\$1,829	\$1,844	\$1,974	\$2,063
8	\$1,610	\$1,653	\$1,698	\$1,758	\$1,889	\$1,902	\$2,033	\$2,126
9		\$1,707	\$1,754	\$1,816	\$1,951	\$1,961	\$2,095	\$2,191
10			\$1,811	\$1,878	\$2,014	\$2,022	\$2,158	\$2,257
11				\$1,941	\$2,080	\$2,085	\$2,224	\$2,325
12				\$2,002	\$2,148	\$2,151	\$2,292	\$2,397
13					\$2,218	\$2,219	\$2,362	\$2,469
14					\$2,288	\$2,289	\$2,437	\$2,545
15					\$2,347	\$2,349	\$2,500	\$2,611
16 or more					\$2,394	\$2,396	\$2,550	\$2,663

APPENDIX B

**ORONDO SCHOOL DISTRICT/ORONDO EDUCATION ASSOCIATION
FORMAL GRIEVANCE FORM**

NAME OF GRIEVANT: _____

ASSIGNMENT _____ BUILDING _____ DATE _____

PERSON TO WHOM GRIEVANCE IS SUBMITTED: _____

SPECIFIC CONTRACT ARTICLE VIOLATED: _____

BRIEF DESCRIPTION OF GRIEVANCE: _____

DATE VIOLATION OCCURRED: _____

DATE GRIEVANT BECAME AWARE OF VIOLATION: _____

DATE OF INFORMAL CONFERENCE: _____

REMEDY SOUGHT: _____

SIGNATURE OF GRIEVANT

DATE

Send the original signed grievance to the person with whom the grievance is filed. Send one (1) copy each to the Superintendent and Association President. Keep one (1) copy.

APPENDIX C

**ORONDO SCHOOL DISTRICT/ORONDO EDUCATION ASSOCIATION NOTICE TO EMPLOYEE
RECEIVING A DISCIPLINARY ACTION OR BEING PLACED ON PROBATION**

You are being presented with this notice and option pursuant to the Agreement between the Orondo School District and the Orondo Education Association. The District is not obligated to advise you of your rights beyond presenting you with this notice. If you select the first option below, the District shall notify the Orondo Education Association that this disciplinary action or probation notice has been given to you.

- I do wish to have the Association notified that I have received this notice.
- I do not wish to have the Association notified. I understand that the Association shall receive no notice from the District of this action. Unless I contact them directly, they shall not be informed of this action.

My signature indicates that I have received, read and understand this notice.

Signature of Administrator

Date

Signature of Employee

Date

**ORONDO SCHOOL DISTRICT/ORONDO EDUCATION ASSOCIATION
POSTING REQUEST FORM**

PLEASE CONSIDER THIS MY OFFICIAL REQUEST TO BE NOTIFIED OF POSTINGS.

I WISH TO BE NOTIFIED OF:

- ALL POSTINGS
- PRIMARY GRADE OPENINGS
- INTERMEDIATE GRADE OPENINGS
- MIDDLE SCHOOL OPENINGS
- SPEICAL EDUCATION
- OTHER (Specify) _____

NOTICE TO EMPLOYEES: THIS REQUEST SHALL REMAIN VALID AND IN EFFECT UNTIL THE NEXT MARCH 15TH.

EMPLOYEE'S SIGNATURE: _____

DATE: _____

APPENDIX E

**ORONDO SCHOOL DISTRICT
EMPLOYEE'S NOTICE OF INTENTION TO USE PERSONAL LEAVE**

EMPLOYEE'S NAME: _____

EMPLOYEE'S SCHOOL: _____

DATE OF PERSONAL LEAVE: _____

EMPLOYEE'S SIGNATURE: _____

DATE OF NOTICE: _____

CONTRACT RULES GOVERNING USE OF PERSONAL LEAVE

The District shall grant employees up to three (3) days of personal leave with pay each year. An employee may carry forward two days into the next school year if not used in the current school year. No more than five (5) days can be accumulated at any one time. Notice of intent to use such leave shall be given by employees in advance of the leave as much as is reasonably possible. In the event an employee requires use of more leave than they have available, he/she shall make a request for such leave to the Superintendent who may grant such leave to the employee, when possible, at a cost to the employee equal to the actual substitute salary cost to the district. When granted, such extra personal leave days shall be non-precedent setting. The Superintendent may make appropriate inquiry into the reasons for use of such extra days. Without the approval of the Superintendent personal leave may not be taken during the first or last weeks of the school year, during parent conferencing, or on any non-instructional contract day. A maximum of two (2) employees may be on personal leave at one (1) time. Personal leave may be used to extend a vacation or holiday provided that no more than two (2) employees are on leave at the same time. Such extended leave is on a first come, first served basis.

If an employee has one or more personal leave days left at the end of the school year the employee may cash out one day. It will be paid at the daily rate of substitute teacher pay. Only one day may be cashed out in a given school year. The employee must initiate the cash out with the Superintendent by the last employee work day of the current year.

APPROVED:

DENIED: _____

Signature, Principal

Reason(s) for denial: _____

APPROVED:

DENIED: _____

Signature, Superintendent

Reason(s) for denial: _____

APPENDIX G.

SUPPORT EMPLOYEE FINAL EVALUATION (LONG FORM)

Employee's Name _____

Building _____ Evaluator _____

Dates of Observation _____ Date of Evaluation _____

S = Meets District criteria; U = Does not meet District criteria

1. Knowledge and Scholarship in Special Field: S U

- demonstrates a depth and breadth of knowledge of theory and content in the special field
- demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12
- demonstrates the ability to integrate the area of specialty into the total school milieu

2. Specialized Skills: S U

- demonstrates a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation

3. Management of Special and Technical Environment: S U

- demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized program

4. The Support Employee as a Professional: 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:

Evaluator's Signature Date

Employee's Signature Date

(NOTE: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.)

APPENDIX H.

SUPPORT PERSONNEL EVALUATION CRITERIA

1. **Knowledge and Scholarship in Special Field:** Each support employee shall demonstrate a depth and breadth of knowledge of theory and content in the special field. He/she shall demonstrate an understanding of and knowledge about common school education and the educational milieu grades K-12, and shall demonstrate the ability to integrate the area of specialty into the total school milieu.
2. **Specialized Skills:** Each support employee shall demonstrate in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
3. **Management of Special and Technical Environment:** Each support employee shall demonstrate an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized program.
4. **The Support Employee as a Professional:** Each support employee shall demonstrate awareness of his/her limitations and strengths and shall demonstrate continued professional growth.
5. **Involvement in Assisting Pupils, Parents and Educational Personnel:** Each support employee shall demonstrate an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.