2020-22
COLLECTIVE BARGAINING AGREEMENT

between the
ORCAS EDUCATION ASSOCIATION
and the
ORCAS ISLAND SCHOOL DISTRICT

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PREAMBLE

WHEREAS, the District and the Association recognize and declare that providing quality education for the children of Orcas Island School District is their mutual goal, and that high quality educational standards and services are interdependent upon the quality and morale of the certificated personnel of the District, and;
WHEREAS, the Orcas Island School District has a statutory obligation to bargain with the Orcas Education Association on the hours, wages, terms and conditions of employment for all employees covered by this Agreement; and;
WHEREAS, said parties have reached certain agreements which they desire to confirm in this Collective Bargaining Agreement, then;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - DISTRICT/ASSOCIATION RELATIONSHIPS

SECTION 1.1 RECOGNITION

A. Definition of Parties

This agreement is made and entered into by and between the Orcas Island School District No. 137 of Eastsound, Washington, hereinafter called the District, and Orcas Education Association, hereinafter called the Association.

B. Bargaining Unit

The District recognizes the Association as the sole and exclusive collective bargaining representative for all full-time and regular part-time non-supervisory certificated teaching personnel whether under contract or on leave. The parties agree that substitute certificated employees who qualify as regular part-time non-supervisory certificated personnel pursuant to District Policy #5610 shall also be included in the bargaining unit. Such representation shall cover all certificated teaching personnel who are employed or have been granted leave by the Board of Directors, and those certificated personnel replacing a certificated employee on a Board approved leave, with the following exceptions:

1. Superintendent
2. Central Office Administrators
3. Principals
4. Supervisors

The term “Employee” and “Educational Employee” shall mean any certificated employee when used hereinafter in this Agreement and shall refer to all employees represented by the Association in the bargaining unit defined above.

C. Association Dues

Each employee subject to this Agreement shall have and shall be protected in the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining, mutual aid, and protection or institution of grievance proceedings under this Agreement without fear of penalty or reprisal. No member of the bargaining unit shall be required to join the Orcas Education Association.

The District shall deduct dues as designated by the Association from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Washington Education Association (WEA) on a monthly basis. In the event of an error, correction will be made in the following month’s transmittal. The District shall be absolved by the Association of responsibility for accuracy and accounting of Association dues and/or assessments.

Payroll deduction shall also be available for those employees belonging to WEA-PAC and the NEA Fund for Children and Public Education.
The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee.

D. Other Deductions

The District, upon receipt of authorization from an employee, shall deduct from the employee’s salary and make appropriate and prompt remittance for medical, vision and dental plans; tax-sheltered annuities, salary insurance, credit union payments, and such others as mutually approved by the Association and the District, or as required by law.

SECTION 1.2 NO STRIKE / LOCKOUT

The District and the Association agree to maintain open communication for the duration of the Agreement and for all mutually agreed extensions. Further, both parties agree to support all legal processes so that there will be no strike/work stoppage by the Association or its members and no lockout/restriction of work by the District during the term of this Agreement.

SECTION 1.3 MANAGEMENT RIGHTS

There are reserved exclusively to the District all responsibilities, powers, rights and authority vested in it by the Laws and Constitution of Washington and of the United States, or which have been heretofore exercised by it, excepting where the District expressly and in specific terms has agreed to limit those rights in the Agreement.

The District shall specifically preserve the right to subcontract for any educational services that cannot be filled with an acceptable candidate after an attempt through normal posting, recruitment, selection and employment process. This process shall minimally include a two (2) week posting. Any current qualified Association member submitting a written request during the posting timeframe will be granted an interview in this process, but shall not be provided any preferential consideration.

The District shall not subcontract services heretofore performed by certificated employees so as to eliminate the job of those personnel currently employed by the District.

The District shall not be precluded from requesting the volunteer assistance of qualified individuals from within the community to participate in any phase of the District’s program.

SECTION 1.4 ASSOCIATION RIGHTS

A. New Employee Orientation

The District will provide the Association reasonable access to new employees of the bargaining unit for the purpose of presenting information about their exclusive bargaining representative to the new employees. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. “Reasonable access” for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee’s start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee’s regular work hours at the employee’s regular worksite, or at a location mutually agreed to by the District and Association. It is understood that new employees will be compensated for this time.

B. Association Business

Representatives of the Association shall be authorized to transact official Association business on District property, provided that contacts with certificated employees for that purpose shall be made during times other than the regular working day of those employees. However, the Association President may distribute Association newsletters, flyers and other membership materials using the regular work day by using the certificated employee mailboxes.
C. Building Use

When not otherwise required for use by the District, the Association shall be authorized to use District building for meetings of its membership.

D. Use of E-mail, K-20 Internet Systems, Equipment and Materials

The Association shall be authorized to use District equipment when such equipment is not otherwise being used for District business. Consumable District supplies and materials may be used by the Association in conducting its business, provided that the cost of those supplies and materials is reimbursed to the District. The Association shall have the right to use district e-mail and K-20 Internet systems for communication, representation and negotiation purposes so long as such use follows District Policy regarding appropriate use of e-mail and the K-20 Internet system.

E. Bulletin Boards

The Association shall be authorized to post Association notices on faculty bulletin boards which shall be provided by the District in each faculty room.

F. Access to Public Information

The District shall furnish the Association President with one copy of the agenda for all meetings of the District Board of Directors and minutes thereof. In addition, one copy of official financial reports of the District, including but not limited to:

1. General Fund Expenditure Statement;
2. Budget Status Report;
3. Financial Statements of funds of the District;
4. The Annual Budget; and
5. The Annual Report

These shall be provided to the Association. Upon request, any other public information of a non-confidential nature shall be made available for inspection by the Association at the Superintendent’s office and, if copies are requested, one copy will be provided to the Association at no expense to the Association.

G. Association Business

Representatives authorized by the Association to participate during working hours with representatives of the District in negotiations, grievance proceedings, conferences or meetings shall suffer no loss of pay as a result of such participation.

H. Representation Rights

The Association shall be authorized to represent certificated employees of the District on Committees within, and/or pertaining to the educational program of the District, including but not limited to study committees and citizen’s advisory committees that have been created by the District or its representatives. The Association shall be authorized to appoint not more than two (2) members to participate on any such committee as defined above. The District retains the right to request other certificated employees to serve voluntarily on those committees.

I. Budget Development

The Association shall have the right to participate in the formation of the annual District budget in the following manner:
1. Recommendation shall be requested from each subject area or department indicating budgetary needs.
2. Preliminary budget draft shall be made available to the Association for the purpose of determining the extent of recommended inclusions.
3. The Association shall have the right to make a minority report in response to the preliminary budget.

SECTION 1.5 FAIR EMPLOYMENT PRACTICES

A. Non-Discrimination/District

The District agrees that it shall not unlawfully discriminate against any certificated employee by reason of race, religion, color, national origin, sex, marital status, sexual orientation, age, domicile; or because of sensory, mental or physical handicap, or because of membership in the Association.

B. Non-Discrimination/Association

Membership in the Association shall not be denied any certificated employee in the bargaining unit because of race, religion, color, national origin, sex, marital status, sexual orientation, age, domicile; or because of any sensory, mental or physical handicap.

C. Basic Rights

Nothing contained herein shall be construed so as to deny or to restrict to any employee such rights as he/she may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive, but are in addition to those granted elsewhere.

D. Just Cause

No employee shall be disciplined without just cause. Such discipline shall be in private. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing, and, if requested by the employee, to the Association. Discipline is defined as being a written or oral reprimand, a suspension without pay, or a discharge.

An employee shall be entitled to have a representative of the OEA present during an investigatory meeting which may reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action will be taken until such local OEA representative is present. Temporarily removing the employee from the situation until a local OEA representative is available shall not constitute "action" under this clause.

Accused employees will be made aware of any complaint made against the employee within ten (10) days of receipt if such complaint forms the basis for an investigation which could lead to disciplinary action.

E. Representation

Certificated employees shall be entitled to have present a representative of the Association during a disciplinary meeting when such a request for representation is made by the employee.

F. Personal Life

The private and personal life of any certificated employee is not within the appropriate concern of the District provided that the employee's personal life does not negatively affect the employee's performance of assigned duties and responsibilities as determined through the evaluation process.

G. Informal Discussion

Disciplinary action in no way shall be interpreted to preclude the District's right to discuss informally any concerns about an employee's job performance and its upgrading so long as such discussions are within the framework of the evaluation
procedures.

SECTION 1.6 GRIEVANCE PROCEDURES

A. Purpose

The purpose to this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.

B. Definitions

1. **Grievant:** A grievant is an employee, or in the case of the Association’s contractual rights, the Association.

2. **Grievance:** A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.

3. **Days:** Days in this procedure are normal Employer office work days.

C. Application to Evaluations

Interpretation of the performance criteria by the evaluator shall not be subject to this grievance procedure.

D. Timelines

Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure of the grievant (employee or Association) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

E. Representation

The grievant may be accompanied by an Association representative when presenting grievances at any step of this procedure. If the grievant elects not to have Association representation, the Association shall have the opportunity to be present at the adjustment of the grievance and to make its views known or shall receive the same written responses provided to the grievant.

F. Process

**Step 1. Informal Level -- Informal Submission of Grievance to Supervisor.**

Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the immediate supervisor. The immediate supervisor shall respond informally within five (5) days of the employee’s presentation.

**Step 2. Formal Level -- Written Submission of Grievance to Supervisor.**

If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor within ten (10) days after receipt of the informal response. The written grievance shall
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contain the following:

a. A statement of the alleged grievance including the facts upon which the grievance is based;
b. Reference to the specific terms of the agreement which have been allegedly violated;
c. Issues involved; and

d. Remedy sought.

In presenting the grievance, the employee may elect to represent himself/herself or be accompanied by a representative of the Association. The immediate supervisor will inform the employee and the Association in writing of the disposition of the grievance within ten (10) days of the presentation of the grievance.

Step 3. Superintendent Level - Written Submission of Grievance to the Superintendent

a. Individual Grievances: If the grievance is not settled at Step 2 and the employee wishes to pursue the grievance to Step 3, the employee must file the grievance in writing within ten (10) days after receipt of the immediate supervisor's written response in Step 2 above. The Superintendent or his/her designee will review the grievance with the parties involved and provide a written statement of the disposition to the employee with a written copy to the Association, within ten (10) days of receipt of the grievance.

b. Association Grievances: A grievance which the Association may have against the Employer, limited as aforesaid to matters dealing with the interpretation or application of terms of this agreement relating to Association rights, shall be commenced by filing in writing (in the format of Step 2 above) with the Superintendent. Such filing shall be within twenty (20) days following the occurrence of the event giving rise to the grievance or twenty (20) days after the event is known or reasonably should have been known. The Superintendent or his/her designee and the Association will have ten (10) days from the receipt of the grievance to resolve it.


If no settlement is reached in Step 3, the Association may request that the matter be submitted to an arbitrator as hereinafter provided:

a. Written notice of a request for arbitration shall be made to the Superintendent within fifteen (15) days of receipt of the disposition letter at Step 3.

b. Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this Agreement.

c. Unless an exception is mutually agreed by both parties, no new evidence may be provided from either side during the arbitration.

d. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph (d), below, shall apply to the selection of an arbiter.

e. In the event an arbiter is not agreed upon as provided in paragraph (c), above, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbiters who reside and/or practice in Washington and Oregon. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the arbiters is received, the parties shall each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters. The parties shall then meet and compare their lists.
From among the mutually acceptable arbiters, the one with the lowest combined preference number shall be the arbiter.

f. Arbitration proceedings shall be in accordance with the following:

1. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.

2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.

3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.

4. The arbiter shall rule only on the basis of information presented at the hearing and shall refuse to receive any information after the hearing except by mutual agreement.

5. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance.

The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

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

7. All fees and expenses of the arbiter and the cost of the hearing room shall be borne equally by both parties.

8. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

G. Binding Effect of Award

All decisions arrived at under the provisions of this article by the representatives of the Employer and the Association at Steps 1, 2, and 3, or by the arbiter, shall be final and binding upon both parties, provided, however, that in arriving at such decision neither of the parties or the arbiter shall have the authority to alter this Agreement in whole or in part.

H. Limits of the Arbiter

The arbiter cannot order the Employer to take action contrary to law.

I. Freedom from Reprisal

There will be no reprisals against the grievant or others as a result of his/her participation in this process.
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ARTICLE II - GENERAL CONDITIONS

SECTION 2.1 WORKING PERIODS & CERTAIN CONDITIONS OF WORK

A. Length of Work Year

1. The work year for employees shall be comprised of one hundred eighty (180) student contact days, including conference days. Professional Learning days funded by the legislature shall be designated on the calendar in the following manner:
   a. First, one day shall be scheduled prior to the first day of school.
   b. Additional day(s) shall be scheduled as determined by the calendar committee.

2. Any extension of the work year shall be compensated at a per diem rate of pay unless otherwise provided for in this agreement.

B. Work Day

1. The regular work day for full time employees shall consist of the following: an average of seven (7) hours and thirty-five (35) minutes per day. This work day shall consist of seven (7) work hours and an uninterrupted duty-free lunch period that is a minimum of thirty-five (35) minutes. No duties shall be assigned to the employee during his/her scheduled lunch period.

2. Part-Time Employees

   The work day for part-time employees shall consist of their contracted FTE times sever (7) work hours per day. This time may be averaged across a week. If the employee’s schedule includes the lunch period, his/her day will include an additional thirty-five (35) minute duty free lunch.

   Salary, work hours, preparation time, and leave for part-time employees shall be prorated based on their contracted FTE.

3. Rest Period

   Included in the regular work day for each employee shall be a scheduled rest period for each four (4) hours worked.

C. Preparation Time

   Elementary level staff shall be provided with five (5) fifty-five (55) minute planning, preparation or conference times per week. If requested by staff and agreed to by the administrator, a fifty-five (55) minute period may be replaced by two (2) shorter periods that equal the same amount of time (55 minutes).

   Full time high school and middle school certificated staff participating in the restructured period program shall be granted planning, preparation and conference time equal in length to one class period every other day, equaling five (5), fifty-five (55) minute periods per week.

   In order to accommodate the needs of the PLC (Professional Learning Communities) meeting days, planning time may be split into shorter periods, not less than twenty-five (25) continuous minute increments, not to include student passing time.

   Planning, preparation and conference time shall be duty time and shall occur during the regular instructional day. Certificated employees shall utilize this time for lesson preparation, student, staff or parent conferences or other professional activities as approved by the principal.

   Each part-time employee shall be provided a pro-rata amount of weekly preparation time per the individual FTE of that
employee.

In the event preparation time is interrupted by either unscheduled parent conferences or covering classes for absent colleagues, teachers will be compensated at their per diem rate. Teachers will submit a timesheet to receive compensation. Time sheets shall not be submitted until the accrued time totals at least one hour.

D. Presence on Campus

Certificated employees shall be on the school premises during the full work day unless otherwise provided in this Agreement or unless otherwise approved by the building supervisor. This provision shall not apply to the duty-free lunch period nor when an emergency situation prevents compliance.

E. Class Size/Caseload:

1. For the purpose of this provision, the following student-teacher ratios are provided to assist building staffs to compensate for disparate student-teacher ratios:

   a. Grades K-2 – 1 Teacher: 24 Students
   b. Grades 3-5 – 1 Teacher: 26 Students
   c. Grades 6-8 – 1 Teacher: 29 Students
   d. Grades 9-12 – 1 Teacher: 32 Students
   e. ALE K-8 OASIS assignment only – 1 Teacher: 32 Student FTE
   f. ALE 9-12 OASIS assignment only – 1 Teacher: 28 Student FTE
   g. ALE K-12 OASIS split assignment – 1 Teacher: 26 Student FTE
   h. ALE K-8 OASIS and other district teaching assignment(s) – 1 Teacher: 30 Student FTE.
   i. ALE 9-12 OASIS and other district teaching assignment(s) – 1 Teacher: 26 Student FTE
   j. ELL Caseload – 1 Teacher: 24 Students
   k. Special Education/ESA’s – Staff shall meet departmentally to determine the most equitable division of workload.

   • Special Education Teacher Caseload – 1 Teacher: 19 students
   • OT/PT/SLP - 1 Teacher: 50 Students
   • Each Special Education staff member will have a minimum of one (1) release day available per quarter for IEP preparation, planning and other job-related duties pro-rated by FTE. When caseload exceeds 19 students, the impacted staff member will receive one additional release day per semester for IEP preparation, planning and other job-related duties pro-rated by FTE.

2. Should class size or caseload exceed the numbers above, the employee shall have the option to select from one of the following options, of equal total cost to the District:

   a. Overload Compensation
      For those months the class size exceeds the numbers above, the teacher will receive compensation as follows:
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<table>
<thead>
<tr>
<th>Classroom Teacher</th>
<th>OASIS Teacher</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4 Students Over - $500 per month</td>
<td>.1 FTE - 4.76 FTE Over - $500 per month</td>
</tr>
<tr>
<td>5-9 Students Over - $750 per month</td>
<td>4.77 FTE - 9.76 FTE Over - $750 per month</td>
</tr>
<tr>
<td>10+ Students Over - $1000 per month</td>
<td>9.77+ FTE Over - $1000 per month</td>
</tr>
</tbody>
</table>

For part time and secondary staff, this payment will be prorated per FTE or class period. For teachers overloaded in their OASIS assignment, this payment will not be prorated. The District shall provide the compensation within the same month as the overload calculation.

Overload remedies shall be based on the student count for the first student-day of the month.

b. **Instructional Aide Time**
For those months the class size targets are exceeded during the school year, the minutes per week of instructional aide time that can be provided within a total monthly cost equal to the appropriate overload payment. For part-time and secondary staff, this value will be prorated per FTE or class period.

If instructional aide time is the selected remedy, the District will post and attempt to provide it within one (1) week after the first overloaded period, and within one (1) day of the overload count for any subsequently overloaded month in any given school year. If no instructional aide is available, the employee will be provided overload compensation.

3. These provisions will not apply to traditional large group performance classes such as music.

4. It is clearly understood that in the event class loads drop below identified counts described above, class size support may be withdrawn.

5. The District will make every reasonable effort to limit class preparations to no more than four (4) for each unit member.

6. **Equalization of Workload:**
   The workload among all positions shall be equalized whenever possible. Particular attention will be paid to ALE Kindergarten student placement.

F. **Staff Meetings**
Required staff meetings shall be held within the contract day. Except in the case of emergency, such meetings shall be held no more frequently than twice monthly.

1. Staff meetings shall be scheduled prior to the start of the school year, and said schedule shall be provided to each employee.

2. Staff shall have an opportunity to provide input to each meeting agenda.

3. Meeting agendas shall be distributed in advance of each meeting.

G. **Employee Facilities**

1. The campus shall have the following facilities and equipment for employee use:
   a. Space in each classroom to store instructional materials and supplies;
   b. A serviceable desk with a chair and a filing cabinet in each classroom.
c. A work area for both the elementary and secondary programs containing appropriate equipment and supplies to aid in the preparation of instructional materials to include, but not limited to access to a copier.

d. A furnished faculty lounge.

2. In order to permit freedom of access both during and after regular school hours, all certificated employees will be given keys and/or access codes to their classroom, faculty room, work area and an outside door of their assigned building. Assigned access codes and/or keys checked out to employees shall not be loaned to or shared with any other individual for any purpose whatsoever.

3. Adequate parking shall be reserved for employees in areas to be assigned by the Superintendent.

4. The District shall provide working space and conditions that meet local and state, health and safety regulations. Certificated staff shall be provided with a defined work space at each building they teach in.

5. Employees may access school facilities during non-school hours for personal use without charge upon approval from an administrator. Staff members responsible for such space shall be consulted prior to seeking administrative approval.

H. Technology

1. Representatives from each school will be sought to serve on the District Technology Committee. The committee will be responsible for making recommendations regarding purchase, maintenance and support of technology, and will provide periodic reports to each school. Minutes from the technology committee will be maintained and shared electronically with staff.

2. The District Technology Committee will develop and annually review minimum classroom and teaching technology standards to ensure that all classrooms and teachers are provided with the appropriate technology to carry out their assignment.

I. Building and ASB Budgets

1. Prior to June 1, the building principal will share preliminary staffing information at a staff meeting and gather input prior to finalizing staffing decisions.

2. The District will allocate a building budget to each school in the district. Distribution of funds within the building budget will be subject to the following provisions:

   Prior to June 1, the building principal will share preliminary budget information at a staff meeting. The building staff shall make recommendations regarding priorities and allocations within the building budget. The building principal shall be responsible for determining final utilization of building funds in this budget. The staffs' recommendations will be considered prior to the principal's making his/her final decision. The building budget allocation and budget plan will be shared with the building staff prior to the commencement of the school year. Budget reports will be made available to staff at a staff meeting or by other means at least monthly throughout the school year.

3. Staff members who supervise ASB accounts will receive quarterly ASB budget reports.

4. Staff members who manage grants may request reports on grant revenue and expenditures and will be notified prior to revisions of grant expenditures.

5. Prior to the start of school, the District will provide budgets to appropriate program personnel. Program budgets will include, but not be limited to, the music, ELL, and CTE programs.
J. Curriculum Development, In-service Training and Staff Development

Certificated employees shall be provided the opportunity to participate in curriculum development, inservice training and continuing education in conformity with the policies, rules and regulations of the District. Specific recommendations shall be encouraged from individual certificated employees and/or appointed committees such as but not limited to an Instructional Materials Committee, In-service Advisory Committee or Professional Development Committee.

The District, shall, on an annual basis, establish specific fund amounts for the following:

In-service Training, Curriculum Development and Continuing Education Funds shall be used for the provision of inservice training, curriculum development and the continuing education needs of staff. The use of such funds shall be to pay the related costs of such training, curriculum development or continuing education.

Recommendations for the use of such funds shall be based on identified needs of the District and subject to the approval of the Superintendent. Costs associated with the continuing education needs of the certificated staff shall be related to the staff member's current and/or anticipated assignment within the District. Payment of continuing education costs shall be on a reimbursement basis.

Recommendations for the allocation of funds for inservice, curriculum development and/or professional development shall be generated by a committee composed of staff appointed by the Association and administrator(s) appointed by the District. Leave time associated with such recommendations shall not be construed as unpaid leaves of absence when such leave consists of less than three (3) consecutive work days.

Funding for this program will be derived from state and federal programs that permit funding to be used for professional development purposes. If such funding is not available, a minimum of $100 per FTE will be provided from local funds.

The District will annually make available thirty (30) clock hours at no cost to certificated employees.

Funds for supplies and materials shall be made available each year from within the building budgets, pursuant to Section 2.1.1. However, a minimum of $900 per employee FTE shall be provided for supplies and materials, with such funds provided in pro-rata for partial FTE employees. These funds shall be available effective September 1, providing the District has the funds on deposit at the County to cover the expenditures, for use at the discretion of the individual employee, so long as the expenditure is directly applicable to that employee's current assignment, is aligned with the needs of the educational program, proper District purchasing procedures/timelines are followed, and the expenditure complies with state requirements. As an alternate model, and with a staff vote in support, the individual budget allocation may be pooled for collective use.

K. School Year Calendar

1. Representative(s) of the Orcas Island School District and the Orcas Education Association shall meet annually, no later than February 1, to formulate a minimum of two (2) mutually agreeable calendar options for the subsequent school year. Each option shall be presented to the OEA membership for a vote. OEA members shall have five (5) school days and one (1) weekend to vote. Whichever option receives a majority vote of the OEA membership shall be presented to the School Board for ratification.

2. Each calendar option shall clearly include the following factors:
   a. First and last day of school,
   b. Duration and dates of Winter Break,
   c. Duration and dates of Mid-Winter Break,
   d. Duration and dates of Spring Break,
e. Holidays, as applicable,

f. Placement of TRI / Professional Learning Day(s),

g. Placement, use, and number of half-days,

h. Schedule of conference days,

i. Placement of grading days and/or semester break,

j. Placement of collaborative time (PLC’s)

k. Designated snow days, up to ten (10), and the order in which they would be used, and

l. Other days/dates as mutually agreed.

3. Waivers

   a. Instructional waivers – The District will consult with employees who would be affected prior to seeking state approved waiver(s) of student contact days for instructional purposes.

   b. Emergency related waivers – Should the District seek state approved waiver(s) for emergency-related purposes, and receive approval, certificated employees shall receive full pay for any such waived days. Certificated staff shall not be required to attend the waived student days. The days shall be treated the same as TRI Responsibility pay, with an assumption that the equivalent amount of time as waived has been completed by the certificated employee. No documentation on the part of the individual employee shall be required in such an instance.

L. Compensation for Substitutes

This section applies only to substitutes as defined in Article I, Section 1.1.B. It does not apply to long-term leave replacement employees to whom the District offers leave replacement contracts. Such leave replacement employees are those who are expected (based on the nature of the leave for person the employee is replacing) to work at least one (1) semester or its equivalent (90 work days or more) in one (1) specific assignment. Such leave replacement employees are entitled to all rights and benefits provided by the agreement, whereas the rights and benefits applicable to casual and represented substitutes are governed in accordance with this section.

The term represented substitutes shall mean those who have been employed twenty-one (21) consecutive days or those who have been employed twenty-one (21) days or more within a school year.

Represented substitute teachers who have served for twenty (20) full consecutive days in the same assignment shall, from the twenty-first (21st) day of service, be paid according to their placement on the regular salary schedule of certificated staff for the duration of that assignment. The consecutive days requirement may be waived with written approval of the Superintendent or designee.

Substitute teachers shall be paid $150.00 for a full day (four or more hours) and $75.00 for a half day. Two (2) half days will be counted toward accruing as one full day.

The parties agree that these are the sole rights accruing to represented substitutes.

M. Job Sharing

1. Definition

Job sharing is when two (2) applicants wish to take responsibility for all the functions of one (1) full-time position on a daily, weekly, or monthly basis.
2. Application Procedures

a. Two (2) current staff members who wish to be considered for job share must make application as a team, in writing, to the building principal. The application must address all of the items needed to share the duties and responsibilities of one (1) position.

b. External applicants or a current employee and external applicant who wish to be considered for job share may apply for an open position to the District personnel office following standard District procedures. In addition to the normal application process, successful applicants must submit a written plan as a team.

c. Job sharing other than described in a. and b. above may be authorized at the discretion of the administration and approval by the board based on the best interests of the District. All job sharing shall be approved by the Board and shall have annual approval by the Board.

d. It is expected that the job share partners will jointly develop an application that will have given thorough consideration of all aspects of the position to be shared. Criteria for the plan may be obtained from the District office or the Orcas Education Association. Such application and plan will be consistent with District Policy.

e. Job sharing professionals are required to ensure there is adequate communication such that the position’s functions are consistently met without lapses.

3. Administrative Approval

The administration must approve the job sharing proposal before it can be implemented. Normally there will be no more than one (1) job share position per building; this number may be increased at the discretion of the administration.

4. Financial and Contractual Arrangements

a. Continuing contract staff members holding job sharing assignments shall be granted the appropriate annual fractional leave during the period of job sharing.

b. Job share participants will qualify for salary advancement; experience credit; sick leave; inservice per diem opportunities and other benefits as would any other part-time certificated employee.

c. It is recommended that job share applicants check the Teachers’ Retirement System rules prior to making a decision regarding job sharing. Eligibility and service credit requirements differ for part-time employees and may result in partial or no service credit.

d. Should a job share participant’s request to be released from his/her contract be granted by the District or take a leave of absence prior to or during the school year, the job share situation will be handled as follows:

i. Offer full-time employment to the remaining job share person;
ii. Seek a compatible replacement, with remaining partner working full-time until a replacement is found; or
iii. If the remaining partner is unable to assume the full-time responsibility until a replacement is found, a substitute will be identified to work until a replacement is found.

e. It is expected that job share partners will substitute for one another when feasible. This can be handled by:

i. Specifying the number of days, or partial days, each person will work and adjusting workdays to accommodate substituting;
ii. If a job share partner is going to be on an extended leave (over twenty [20] consecutive days), the remaining partner will substitute at per diem; or
iii. When a job share partner is absent and the remaining partner substitutes, the rate of pay will be one hundred fifty ($150) per day.
f. One job share partner may transfer to another building in order to job share. However, job share positions are not eligible under the voluntary transfer section of the collective bargaining agreement.

g. Continuing contract employees who want to job share must apply for a leave of absence for the job share portion of his/her position. At the end of the job share assignment, the employees shall be placed in the positions last held or in a comparable position(s).

SECTION 2.2 ACADEMIC FREEDOM

A. Guarantees

Academic freedom is guaranteed to certificated employees by the District in the study, investigation, presentation and interpretation of fact and ideas within the framework of the policies, rules, regulations, and approved curriculum of the District, the State Board of Education and the State Superintendent of Public Instruction. The district encourages the free and orderly flow and examination of ideas so that students may gain the skills to gather and arrange facts, discriminate between facts and opinion, discuss differing viewpoints, analyze problems and draw their own tentative conclusions.

B. Responsibilities

It is the responsibility of the employee to insure that all sides of the issue are equally presented. Employees shall preface their own personal opinions by emphasizing that such statements constitute their personal opinion and are not necessarily those of the District. Teachers who operate within these guidelines shall have the support of the District. The District shall have like freedom for continuing evaluation of course content.

C. Course Content

If the suitability of specific subject matter or course content is questioned by a student, parent or any other person, the investigation of that suitability shall be carried out in accordance with the District’s policies.

D. Recording Devices

No mechanical or electronic device shall be utilized in the classroom or be brought in on a temporary basis which allows any person to listen to or record the proceedings in any class without the knowledge of the employee involved.

E. Classroom Visitation

To provide parents and citizens of the District the opportunity to visit classrooms with the least interruption to the teaching process, those parents or citizens wishing to visit a classroom shall advise the appropriate principal of the purpose of the visit and obtain the principal’s approval of the request. The principal shall advise the employee of the purpose of the visit and shall arrange for a mutually acceptable time for the visit. Any classroom visitors are subject to the conditions delineated in Orcas Island School District Policy.

F. Personnel Files

By prior appointment employees shall have the right to review all materials in their official District personnel file in the presence of a District representative during normal District Office business hours. No alternate or other personnel file shall be maintained by the District except that building principals may keep working personnel files in their respective building offices. Both files are subject to all of the provisions of this section.

No evaluation, correspondence, or other material making reference to the employee’s competence, character or manner shall be placed in the employee’s personnel file or the principal’s working file without the employee’s knowledge and his/her right to attach written comments, and signature, which shall acknowledge that he/she has read the material. Such signature does not necessarily indicate agreement. Upon request, a copy of any document contained in either file shall be afforded the employee.
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No derogatory material shall remain in the teacher’s personnel file or principals working file for more than two (2) years from the date of entry with the exception of evaluation documents, and verbal/physical abuse or sexual misconduct which are required by statute.

Derogatory material not shown to the employee within ten (10) working days of receipt or composition may not be placed in the employee’s personnel file or principal’s working file, or used as evidence in disciplinary action or evaluation. The employee shall have the option of including a personal statement and/or other evidence relating to the derogatory material. The presence of derogatory material is subject to the grievance procedure contained in this Agreement.

Section 2.3 EVALUATION

A. General

Certificated classroom teachers and certificated support personnel shall be evaluated in accordance with procedures and criteria set forth herein. The primary purpose for evaluation is to increase the opportunities for learning through improvement of instructional performance. Evaluation should be a positive, developmental and continuous process. The procedures herein shall be directed toward improved learning conditions for students, assisting teachers in self-improvement and assessment of employee performance.

B. Primary Responsibilities

1. Principals

   a. Principals shall meet with all evaluatees to review and discuss the evaluation system in order to develop mutual understanding of the evaluation system, processes, procedure and purpose.

   b. Principals shall be responsible for the evaluation of employees as assigned on the Board approved organizational plan in effect at the time this Agreement is ratified. Principals may designate one additional certificated employee to assist in the evaluation process, provided that person is not from the bargaining unit.

2. Formal Observations

   a. Definition: Observations shall be “formal” when each of the following conditions exists:

      i. Advance written notice of the observation time is provided to the employee.

      ii. There is a “pre-conference” between the employee and the principal or other supervisor who will observe.

      iii. The length of the observation period, at a minimum, shall be the minimum length of time specified in law (currently thirty (30) minutes).

      iv. The employee is provided with a written observation report.

      v. There is a “post-conference” as required in Section 2.3-D of this Article.

   b. New employees shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment period.

   c. During each school year all classroom teachers and certificated support personnel shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee shall be not less than sixty (60) minutes.

   d. Employees resigning shall be evaluated prior to termination whenever possible.
e. Each formal observation shall be scheduled in advance so that the employee can inform the evaluator of the methods and materials to be used.

3. Informal Observations

The principals or other supervisors may make informal observations at any time, and without providing any type of prior notification to the employee.

Concerns that are evaluation-criteria-related and which are gained through informal observation and/or other sources outside of the formal observation process maybe cited in a written observation report which shall be prepared and delivered to the employee within three (3) school days after the observation.

C. Evaluation Criteria

The evaluation criteria contained herein shall constitute the basis upon which employees are evaluated. Observations shall be documented on the observation report form. Evaluations required or permitted herein shall be documented on the evaluation report form appropriate to the employee’s position. Report forms are attached hereto as Appendices E and F.

D. Evaluation Procedures

1. Following each observation or series of observations, the principal or his/her designee shall promptly document the results thereof. The employee shall be provided with a copy of the observation report within three (3) school days after such report is prepared and within not more than eight (8) days following the final observation included in the report.

2. The employee shall sign the District copy of the observation report and shall be provided a copy of said report. The employee’s signature indicates only that he/she is aware of the comments and summary statements recorded thereon, and shall not be interpreted as an indication that the employee necessarily agrees with the comments and/or summary statements. The evaluatee shall have the right to affix to the report any comments, observations or considerations he/she believes to be pertinent to said report.

3. In the event the employee does not affix comments to the formal observation report within five (5) school days of the date of the post-conference, then the employee’s signature affixed to the report in the post-conference shall constitute acceptance of the contents of said report. This timeline may be extended for five (5) additional days upon request by the employee and agreement of the principal/supervisor.

In the event the employee affixes to the formal observation report comments alleging that the observation is affected by factually incorrect information, said information not being related to the evaluator’s interpretation or judgment, and in the comments requests the evaluator to reconsider the information in question, then the evaluator shall provide the employee with a written response and the rationale therefore within three (3) school days of the receipt of the employee’s comments. The evaluator’s response shall be appended to the formal observation report.

The employee may request one (1) additional formal observation following each formal observation initiated and scheduled by the evaluator, provided that the employee includes said request in comments affixed to the observation report as described above. In the event that such an additional observation is requested, the evaluator shall complete steps 1, 2, 3, and 4 of the formal observation procedure (as specified in Section 2.3-B.2.a. of this Article) within five (5) days of the date the request for additional formal observation is received by the evaluator. Steps 4 and 5 shall be completed within the time limit specified in Section D.1 of this Article.

4. All certificated employees newly employed by the District shall have a minimum of two (2) formal evaluations during their initial year of employment with the District. They will be observed for at least thirty (30) minutes and formally evaluated within their first ninety (90) school days of employment. One additional formal evaluation will be completed during the regular school year prior to May 15th or, in the case of an employee hired during the school year, prior to the anniversary date of employment. Continuing employees shall be formally evaluated at least once annually prior to May 15th. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
whenever possible.

5. In the event that any evaluation report indicates that the employee has performance deficiencies in one or more areas, the principal or his/her designee shall suggest a specific and reasonable program to overcome the deficiency. A mutually agreeable plan is desirable. Failing such, the evaluator shall be responsible for determining the plan.

6. If the principal/supervisor/evaluator believes that any of the noted deficiencies by themselves or in combination with any others may be serious enough to warrant probation at a later time, the principal/supervisor/evaluator shall so advise the employee.

7. Each evaluation report required above (Section 2.3-D.4) shall be placed in the employee's personnel file.

E. Short Form Evaluation

1. After four (4) years of satisfactory evaluations, the District may perform a short form evaluation consisting of:
   a. one thirty (30) minute observation with a written summary, or;
   b. two (2) observation periods totaling at least sixty (60) minutes without a written summary but with a final annual written evaluation.

2. The following procedural requirements of the regular evaluation process shall apply:
   a. designation of the evaluator;
   b. any requirements for pre-arrangement of observation times and pre/post observation conferences.
   c. any time limit requirements regarding the delivery of observation documentation.

3. No employee shall be required to participate in a short form process and may request a regular evaluation at any time. However, certificated employees will be required to participate in the regular evaluation process every three (3) years.

4. The short form evaluation process will not be used for determining unsatisfactory work, nor as probable cause for non-renewal pursuant to RCW 28A-405.

5. Prior to the use of any short form, representatives of the District and the Association shall meet during the 2004-2005 school years to determine and recommend an appropriate evaluation form for this process. Once agreement is reached on an appropriate form, it shall be included in the appendices of this agreement.

F. Applicability of Grievance Procedure

The provisions of Article I, Section 1.6 (Grievance Procedure) shall be applicable to evaluation only as it relates to procedural issues, and not to the evaluator's judgment and conclusions, and not to the content of observation or evaluation report(s).

G. Statement of Minimal Evaluative Criteria for Teachers

Criterion 1:  **Instructional Skills**

The certificated classroom teacher demonstrates, in his/her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.

Indicators: The evaluation procedure assesses such teacher abilities and practices as:
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a. Utilizing teaching techniques which are consistent with the selected objectives. Such techniques will:
   i. Make provision for differences in ability, knowledge and interest among students.
   ii. Make effective and appropriate use of instructional equipment and other resources.
   iii. Provide a variety of activities in keeping with the subject matter and the maturity and attention span of students.
   iv. Implement lesson plans but permit flexibility.

b. Giving explanations, assignments and directions clearly.
c. Making reasonable and appropriate assignments.
d. Using motivational techniques that are appropriate to the grade level and maturity of students.
e. Endeavoring to make lessons interesting and challenging.
f. Helping students to develop acceptable work habits and study skills.
g. Considering abilities, interests and present performance levels of students in planning.
h. Establishing immediate and long range objectives.
i. Preparing effective lesson plans to meet objectives.
j. Planning for continuing evaluation in lessons and units and utilizing the results in planning subsequent lessons.

Criterion 2: Classroom Management

The certificated classroom teacher demonstrates, in his/her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

Indicators: The evaluation procedure assesses such teacher abilities and practices as:

a. Selecting and preparing equipment and material in advance of lesson.
b. Maintaining an orderly, efficient and stimulating classroom environment

Criterion 3: Professional Preparation and Scholarship

The certificated classroom teacher exhibits, in his/her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.

Indicators: The evaluation procedure assesses the teacher's demonstrated willingness to:

a. Participate in college courses, workshops, conferences, seminars and other continuing education and training programs initiated and selected by the employee, such training to be based upon self-assessment/evaluation and identification of strengths, needs and limitations.
b. Participate in inservice and career development activities sponsored by the school district, Educational
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Service District and/or professional organizations.

Criterion 4: Effort toward Improvement When Needed

The certificated classroom teacher demonstrates an awareness of his/her limitations and strengths and demonstrates continued professional growth. Indicators: The evaluation procedure assesses the teacher's commitment to:

a. Implement supervisory suggestions for improvement.

b. Carry out reasonable suggestions for improvement contained in evaluation reports.

Criterion 5: The Handling of Student Discipline and Attendant Problems

The certificated classroom teacher demonstrates the ability to manage the non-instructional, human dynamics in the educational setting.

Indicators: The evaluation procedure considers such teacher abilities and practices as:

a. Recognizing conditions which may lead to disciplinary problems.

b. Establishing clear and reasonable expectations for students' in-classroom conduct.

c. Demonstrating consistency and fairness in adhering to students' behavioral expectations.

d. Developing appropriate strategies for preventing disciplinary problems.

e. Responding appropriately to disciplinary problems by using methods that include but are not limited to enlisting the assistance of the counselor, principal and/or other support personnel.

f. Encouraging and assisting students toward self-discipline and the use of acceptable standards of behavior.

Criterion 6: Interest in Teaching Pupils

The certificated classroom teacher demonstrates an understanding of and a commitment to each pupil, taking into accounts each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm and enjoyment when working with pupils.

Indicators: The evaluation procedure assesses the extent to which the teacher:

a. Develops rapport with students.

b. Evaluates individual student progress regularly and maintains records for reporting system and/or parent conferences.

c. Deals with personal information and communication about his/her students in an ethical manner.

Criterion 7: Knowledge of Subject Matter

The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).

Indicators: The evaluation procedure assesses the teacher's knowledge of the subject(s) he/she is required
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to teach and will consider the:

a. Demonstration of the teacher’s mastery of subject matter for grade and subject.

b. Extent to which the teacher keeps abreast of new developments and ideas in the subject matter area(s).

c. Appropriate relationship between one’s subject matter field(s) and other subject matter disciplines.

H. Statement of Minimal Evaluative Criteria for Educational Staff Associates

Criterion 1: Knowledge and Scholarship in Special Field

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of knowledge about common school education and the educational milieu, grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

Indicators: The evaluation procedure assesses the ESA’s competency to:

a. Provide a theoretical rationale for the ESA’s individual use of various procedures.

b. Demonstrate understanding of the basic principles of human growth and development.

c. Demonstrate awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals.

d. Relate and apply knowledge, research findings and theory deriving from the ESA’s discipline to the development of a program of services.

Criterion 2: Specialized Skills

Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

Indicators: The evaluation assesses the ESA’s competency to:

a. Conduct an approved program providing specific and unique services within the ESA’s discipline.

b. Demonstrate ability to synthesize and integrate testing and non-testing data concerning the student.

   i. To help students integrate and assimilate data.

   ii. To help others involved with the student interpret and use data appropriately and accurately.

   iii. To help other specialists by providing case study materials.

c. Administer assessment procedures or to organize and prepare those who will administer assessment procedures.

d. Demonstrate ability to assist teachers and administrators integrate specialized information into the regular curricular program.

e. Develop goals and objectives which will facilitate the implementation of programs and services.
NOTE: When the ESA provides instruction, the ESA’s performance will be assessed using the criteria and indicators included in the “Evalutative Criteria for Teachers”.

Criterion 3: Management of Special and Technical Environment

Each certificated support person demonstrates and acceptable level of performance in managing and organizing the special materials, equipment and environment essential to specialized programs.

Indicators: The evaluation procedure assesses the ESA’s competency to:

a. Select or recommend testing and non-testing devices, materials and equipment appropriate to student needs.

b. Demonstrate the use and understanding of the limitations and restrictions of devices, materials and procedures, etc.

c. Use of comparative and interpretive data.

d. Create an environment which provides privacy and protects student and family information.

Criterion 4: The ESA as a Professional

Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

Indicators: The evaluation procedures assess the ESA’s competency to:

a. Demonstrate awareness of the law as it relates to the area of specialization.

b. Demonstrate awareness of responsibilities to students, parents and other educational personnel as defined by the professional code of ethics supported by the ESA’s competence area.

c. Demonstrate commitment to professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc.).

d. Demonstrate a commitment to the concept of career-long professional growth by participation in workshops or seminars or graduate study related to the ESA’s discipline.

Criterion 5: Involvement in Assisting Pupils, Parents and Educational Personnel

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

Indicators: The evaluation procedure assesses the ESA’s commitment to and competence in offering specialized assistance to:

a. Consult with other ESA staff, school personnel and parents concerning the development, coordination and/or extension of services to those needing specialized programs.

b. Plan/develop an ESA program to serve the preventive and developmental needs of the school population and the special needs of some students.

c. Interpret characteristics and needs of students to parents, staff and community in group and individual settings via oral and written communications.
Section 2.4 PRORATION

A. Supervisor’s Report

In the event that a principal or his/her designee determines on the basis of the evaluation criteria, and using the negotiated procedure, that the performance of an employee under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent at any time after October 15 or before January 20 of any school year. A copy of said report shall be submitted to the employee. The report shall include the following:

1. Evaluation of performance to date

2. A recommended specific and reasonable program designed to assist the employee in improving his/her performance

B. Establishment of Probationary Period

If the Superintendent concurs with the supervisor’s judgment that the performance of the employee is unsatisfactory, the Superintendent may place the employee in a probationary status any time after October 15 and no later than February 1. Probationary status shall last for a period of sixty (60) school days, ending no later than May 1. The employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:

1. Specific areas of performance.

2. A suggested specific and reasonable program for improvement.

3. A statement indicating the duration of the probationary period to give the employee the opportunity to demonstrate improvement in his/her area or areas of deficiency.

C. Evaluation during the Probationary Period

1. Within three (3) school days after the time of the delivery of a probationary letter, the principal or his/her designee shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. At all conferences the employee may elect to have present a representative of the Association.

2. During the probationary period, the principal or his/her designee shall hold a personal conference with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The employee may have an Association representative present during any conferences concerning evaluation reports relative to his/her probationary status. A copy of any written evaluations during the probationary period shall be provided to the employee.

3. The evaluator may authorize, with the agreement of the staff member, one additional certificated supervisory employee or outside consultant to observe the probationer during the probationary period and to aid the employee in improving his/her areas of deficiency. If the employee rejects such an offer, the employee shall state in writing that he/she rejects the offer and such statement shall become part of the probationary report.

4. During the probationary period, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance 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 District.

5. The probationary employee may be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his/her notice of probation. In this event, a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation.
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D. Supervisor's Post-Probation Report

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

1. The employee has demonstrated sufficient improvement in the stated area(s) of deficiency to justify the removal of the probationary status; or

2. The employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is recommended; or

3. The employee has not demonstrated sufficient improvement in the stated area(s) of deficiency and action should be taken to non-renew the employment contract of the employee.

E. Action by the Superintendent

Following a review of the Supervisor’s Post-Probation Report, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

Immediately following the completion of a probationary period that does not produce performance improvement detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his/her 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 Superintendent may, at his/her option, place the employee on paid leave for the balance of the employee’s contract term.

F. Provisional Employees

Provisional employees shall be specifically excluded from this probationary procedure, provided, before non-renewing any provisional employee for alleged performance deficiencies, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process contained herein to assist the employee in remedying said deficiencies. Such good faith efforts shall include the following:

1. Provisional employees shall be observed at least once during the first ninety (90) days of employment. At least one additional observation must be completed by February 1 and the annual evaluation must be completed no later than March 1.

2. If the annual evaluation is rated as unsatisfactory, the evaluator will meet with the employee and another person chosen by the employee to assist the evaluator in developing a written plan to remediate and improve the alleged deficiencies.

3. If the Superintendent determines that the employee has not sufficiently improved the stated deficiencies, the provisional employee is not entitled to a hearing before the Board.

G. Applicability to Grievance Procedure

The Provisions of Section 1.6 (Grievance Procedure) shall be applicable to probation and non-renewal only as it relates to procedural issues, provided that no grievance proceeding shall limit the authority of the School District to proceed with probationary and/or non-renewal action pursuant to the procedures established by State Law (RCW 28A.405.100.)
SECTION 2.5  EMPLOYEE / STAFF REDUCTION (LAYOFF-RECALL)

A. General

1. In the event the District modifies the educational program for financial or other reasons which results in a reduction of certificated employees for reasons other than inadequate performance or disciplinary action, the determination of those certificated staff to be retained shall be made on the basis of category, certification and seniority in that order. The following procedure will be used:

2. The District shall:
   a. Prior to February 1st of each year, the District shall prepare and provide each certificated employee with an electronic or paper statement of his/her standing in accordance with Paragraph B (categories), Paragraph C (certification), and Paragraph D (seniority) herein, as recorded in his/her District personnel records. The notice shall also include notation of each employee’s contract status (leave replacement, retire-rehire, provisional, continuing). Each certificated employee shall, prior to February 15th, return such statement to the Superintendent’s office certifying that the statement is correct or incorrect. If incorrect, the employee must provide to the Superintendent legal proof verifying such employee’s public school service in accordance with Paragraphs B, C and D herein. If the statement is not returned by February 15th of the current year, the statement shall be deemed correct. The final category and seniority list will be published and distributed to employees and the Association by March 1st.

   b. Determine, as accurately as possible, the total number of certificated staff known as of April 15th who have non-continuing (leave replacement or retire-rehire) or provisional contract status and those who will not be returning to the district due to retirement, family transfer, normal resignations, leaves, discharge or non-renewal, and these vacancies will be taken into consideration in determining the number of available positions for the following school year.

   c. Prior to the lay-off of any continuing contract certificated employee, all employees on leave-replacement contract or retire-rehire status shall be non-renewed, then provisional employees shall be non-renewed, in that order. It is understood that if a position is filled, and the only employee endorsed to fill that position is a provisional employee that employee would not be non-renewed.

      If a provisional employee is non-renewed for any reason other than not successfully completing a plan of improvement, including financial reasons, she/he will receive a letter of reference from the District stating that the non-renewal was for financial, not performance reasons.

   d. Upon determination of educational programs, services, and activities to be retained, assign employees to appropriate positions subject to the provisions of this agreement and state law and state regulations.

   e. No later than May 15th, identify the names of certificated employees to be terminated under the District’s reduced program and services, provide a list of said employees to the recognized certificated employees’ organization, and provide appropriate notification to affected employees in accordance with RCW 28A.405.210 and 220. Employees so identified herein will be considered the employment pool.

B. Categories

For purposes of this section there shall be two categories of employee. One category shall be made up of certificated employees employed on Orcas Island. A separate category shall be made up of certificated employees employed on Waldron Island. Each employee shall be considered for retention in the category appropriate to the position held by the employee at the time these procedures are implemented.

C. Definition of Certification

Certification shall be determined by the District based upon the Revised Code of Washington (RCW) and the Washington
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Administrative Code (WAC), those regulations required for funding (e.g., special education, vocational), and those preexisting research based programs requiring special certificates (limited to Reading Recovery and Montessori). In addition, grandfathered "Continuing Teacher" certificated employees must possess adequate academic content or equivalent, and no such employee shall be RIFed unless all possible changes in the assignment of other less senior certificated staff have been considered and implemented.

An employee shall be deemed qualified for a position if he/she holds the required certificate. To ensure that the certificated employees recommended for retention will be qualified to implement the education program determined by the District, all certificated employees must possess valid Washington State certificates as may be required for the position(s) under consideration.

D. Definition of Seniority

The District shall retain those employees with the longest period of service as a certificated public school employee on a seniority basis as provided below.

1. “Seniority” shall mean the number of years of certificated experience in Washington State, rounding to the nearest tenth. An exception will be made for active employees with a hire date no later than October 17, 2007, in that those employees will be “grandfathered”, and their out of state seniority shall be counted. Employees on leave will maintain the seniority accrued at the time they discontinued active service to the District, unless otherwise provided in this Agreement.

2. In the case of equality of seniority, the determining factor will be seniority within the District. If ties still exist, the certificated employee at the most advanced point on the vertical column of the salary schedule shall be provided preference. In the event ties still exist, the employee(s) with the largest number of college or university credits, and/or clock hours equivalent to credits eligible for recognition by the District for salary purposes beyond the B.A. degree, as earned and recorded in the Certification Office as of December 31st shall have preference.

3. In the event that more than one individual employee has the same seniority ranking after applying the above provisions, all employees so affected shall participate in a drawing, by lot, to determine the position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

E. Leases

Upon determination that the involuntary non-renewal of employment contract(s) of certificated employee(s) will be necessary, certificated employee(s) not terminated shall be invited to apply for one (1)-year leaves of absence without pay. The Superintendent shall recommend favorable action to the Board for any such applicant whose position can be adequately filled from within the District if the granting of such leave should make it possible to grant a contract to a terminated employee from the employment pool, referred to in Paragraph A.2.e. Employees taking one (1)-year leaves of absence shall be responsible for providing the District with mailing addresses and any changes thereof during their leave period. The employee on leave will be required to notify the District office by letter of his/her desire to return to a teaching position for the next ensuing year by April 1st of the year in which the leave will expire. Failure to provide such notice will be considered an act of resignation and all employment rights will be forfeited.

F. Recall Procedure

Any continuing contract status certificated employee receiving written notice of contract non-renewal pursuant to the provision of this section shall be placed in an employment pool for possible re-employment until such time as either the affected employee turns down employment equal to or greater than he/she was reduced from, or the affected employee fails to notify the District of his/her acceptance of an offered position within ten (10) days from the date of mailing of the job offer as in F.3 below. It is expressly understood that the failure of an employee to accept a less than full-time, full-year position of less than the full time equivalent (FTE) of the position from which he/she was non-renewed shall not remove an employee
from the employment pool

Employment pool personnel will be offered any position for which they hold certification and would not negatively impact District funding, set forth in Paragraph C, that becomes available. If more than one such employee is certified for an open position, the criteria set forth in Paragraph D shall be applied to determine who shall be offered the position, with the employee with the most seniority offered first right of refusal to the position.

In the event that the programs are restored, or positions become available, the Board shall follow the following procedures when recalling employees:

1. All qualified employees who have been placed in the employment pool shall first be recalled before the Board employs or assigns any additional personnel to fill teaching assignments. Certificated employees on layoff shall first be recalled by seniority and certification. Certificated employees who were previously assigned to full-time positions shall be recalled to full-time positions provided that certificated employees shall have the option of accepting any part-time position that may exist without jeopardizing his/her recall status for any full time position.

2. Certificated employees who were previously assigned to part-time positions shall be recalled to part-time positions provided that no part-time certificated employee with less seniority shall be recalled to any part-time teaching position unless such a position is declined by all certificated employees (full and part-time) with greater seniority.

3. When a vacancy occurs for which one or more employees in the employment pool is qualified, in an effort to expedite the filling of the vacancy, notification will be sent from the District to all such individuals by certified mail to each qualified employee’s last known address and by email to each employee’s school email address by the Superintendent or his/her designee. Such individuals shall have ten (10) days from date of mailing or email, whichever shall occur first, to accept the position in writing, subject to seniority (Paragraph D). The available position will be offered to the most senior employee who accepts the position. The Superintendent or his/her designee will notify other respondents that the position was accepted by a more senior employee.

4. An employee in the recall pool shall maintain employment status with the District for two (2) years immediately following August 31st of the year the employee is laid off. Failure to provide notice of intent to return from leave (Paragraph E) and to respond to an offer for a position of equal or greater FTE (Paragraph F) shall terminate his/her recall pool rights. Such employment status may be extended upon employee request at the discretion of the Board.

5. Employment pool teachers who notify the District in writing of their interest in subbing will be given priority for all substitute assignments through the District’s automated substitute system. All efforts will be made to offer substitute assignments to such interested employees in an equitable manner.

G. Layoff Benefits

All rights to which a certificated employee was entitled at the time of his/her layoff including unused accumulated sick leave and credits toward leave eligibility will be restored to the certificated employee upon his/her return from the recall pool to active employment, and the certificated employee will be placed upon the proper step of the salary schedule for the certificated employee’s current position according to the certificated employee’s experience and education.

H. Applicability of the Grievance Process

Nothing contained herein shall be interpreted to abrogate the rights of any certificated employee’s rights to access the grievance procedure contained in the Agreement.

SECTION 2.6 ASSIGNMENTS AND POSTING OF VACANCIES

A. Assignments

To assure that pupils are taught by employees working within their areas of competence, employees shall not be assigned,
except in accordance with the regulations of the Office of Superintendent of Public Instruction (OSPI), to subjects, grades and/or other classes outside the qualifications of their teaching certificates and/or their major or minor fields of study or qualification in specialty areas. Employees shall be notified in writing not later than the end of the current school year of any tentative changes in their teaching assignments and a tentative schedule for the following school year. In the event that an assignment is changed after the end of the school year for the subsequent school year, notification shall be made as soon as possible, and the right of consultation regarding the change shall be made available within five (5) working days of notification.

No teacher who has been involuntarily transferred, or whose teaching assignment has been involuntarily changed, twice in the previous three years shall be involuntarily transferred the following year.

B. Notification

To assure that current employees are given the first opportunity to apply for any classroom and/or extra-curricular teaching vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:

1. All certified vacancies and new positions shall be publicized to the staff and to the Association through a written notice which shall be distributed to each employee through E-mail as far in advance of the date of the opening of any vacancy or new position as possible, but not less than five (5) business days in advance unless an emergency vacancy occurs. A hard copy of employment postings will be placed in the HS/MS and Elementary mailroom areas, the OASIS office, and the District office.

2. Said notice of vacancy or new position shall clearly set forth the minimum qualifications for the position and the procedures for applying.

3. All certificated employment recommendations shall be made by the Superintendent after consideration of qualifications, the interview committee recommendations, and verification and quality of the applicant's references. Internal candidates who hold the appropriate teaching certificate shall be guaranteed an interview. In the event that two or more applicants are considered to be equally qualified, current employment in the District shall be the deciding factor.

C. In conjunction with the posting of any position, a job description for that position shall be available. The job description shall include the hours or FTE, and basic job duties. The hiring process will be conducted in accordance with Board Policy 5000 “Recruitment and Selection of Staff” and the corresponding Board Procedures.

SECTION 2.7 INTER-ISLAND TRANSFER AND ACCOMMODATIONS

The District prefers to make use of Waldron Island residents to provide the typical instructional components of the Waldron Island educational program. As such, involuntary transfer and assignment between the Orcas and Waldron Island programs will be avoided unless it is not practical to provide the educational program otherwise. It is recognized that a greater likelihood of split assignment exists for ancillary services to students (e.g., OT, PT, counseling).

If a split assignment is necessary, any employee assigned to both Orcas and Waldron Islands shall be provided the following accommodations:

- Travel time will be included within the regular work day.
- Travel costs between the Islands will be borne by the District.
- When water and/or air travel is delayed or cancelled, the employee will perform other professional activities.
- Any mileage incurred between Orcas Island School and the transport departure location will be reimbursed at IRS approved rate.
- If water and/or air travel delays cause the employee work day to exceed normal length, a meal stipend may be claimed, pursuant to normal District procedures.

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SECTION 2.8 NEW TEACHER MENTOR

Teachers in their first (1st) year in the District shall receive a teacher mentor for one (1) year. The District may decide to continue the mentoring into a second or third year. The mentor shall be paid a one thousand dollar stipend ($1000) for the year. Mentors shall be assigned by the building principal.

If the state funds a teacher mentor program at a higher rate, the District will compensate mentors at the higher rate.

ARTICLE III - SALARIES AND FRINGE BENEFITS

SECTION 3.1 SALARIES AND SALARY SCHEDULES

A. General

All certificated employees for the District shall receive the full cost of living adjustment as provided by the legislature for each year of the contract. No employee's salary will be decreased as a result of the cost of living adjustment unless agreed to by the parties.

Salary and salary schedules shall be as provided in the Appendices A, B, and C attached hereto and by this reference made a part of this Agreement.

Salary Schedule and Salary Schedule Placement:

1. All employees will be paid a base contractual salary based on the Certificated Salary Schedule in accordance with State regulations for degrees, credits and years of experience, and based upon data deemed valid by the State from the District submitted S-275 report/documentation. “Base contractual salary” shall mean the annual amount paid for the standard school year assignment and shall exclude all supplemental contracts, separate contracts, stipends, etc. Although State funding and capacity calculations described herein are based on basic education program staff, non-basic education program staff represented by the Association will receive the same base contractual salaries as similarly situated basic education staff.

2. The employee's placement on the salary schedule (Appendix A) shall be determined by the information on file in the District Office September 15 of each year provided that if needed information has not been forwarded by a granting institution, tentative credit shall be granted subject to verification.

3. The salary schedule (Appendix A) placement shall be effective for the school year. Salary payments will begin with the September payroll. Such payments will include updates pursuant to changes in degrees and/or credits referenced in #2. However, where adjustment has been tentatively granted the adjustment will be revoked should the verifying documents not be received by the District from the granting institution by November 15 and the overpayment in September and October shall be reclaimed from the employee's subsequent two (2) pay warrants.

4. Salary Reopener:
   Any additional dollars allocated by the State for purposes of salary enhancement shall trigger a reopener. During the term of this Agreement, should the legislature reduce the funding to the District for certificated employee salaries or should the District experience a significant decline in student enrollment, either party may initiate a discussion regarding the impact of such reduction in funding.

5. Extra Duty Pay:
   With prior written authorization by the appropriate district administrator, members of the bargaining unit will be compensated at a rate of $40.00 per hour (upon completion of a timesheet), for curriculum development work, district committee work, in-service and training, and presentation planning time beyond the employee's normal work day/year. Participation shall be voluntary. This is not to include time for which release time from the normal job assignment is provided or activities covered by base salary compensation.
B. Experience and Training Increments

1. Teaching experience credit shall be granted for each year of certificated experience as it is allowed by the State of Washington.

2. The initial professional training classification shall be determined by the official transcript of academic and inservice credits. It is the responsibility of the employee to keep a current copy of his/her total academic and inservice credits on file in the Superintendent's office.

3. With prior approval by the Superintendent, additional training credits will be granted for academic credits earned after the award of the degree. Placement on the next higher classification of the salary schedule shall take place only after earning the total credit requirement for that training step. Inservice credits which meet the criteria for funding per WAC 392-121-267 will qualify for the employee's placement on the salary schedule.

4. Training: The School District will annually provide thirty (30) Washington State clock hours at no cost to the employee. The costs of any additional training shall be the employee's responsibility. If the additional training is requested by the District, funds for tuition, fees, travel expense and materials shall be provided by the District.

C. Prior Service Credit

Previous teaching experience shall be allowed for prior service credit to the extent that it is allowed by the State of Washington retirement system.

D. Time, Responsibility, and Incentive (TRI) Pay

1. The District will offer five professional learning days. Each employee will be issued a supplemental contract for the number of professional learning days not funded by the state and are required to attend these days. The state funded days will be considered part of the employee's base contract. Three of these days will be referred to as Professional Learning Days and the other two days will remain TRI days to be covered by the TRI salary schedule. Any additional contracted days will be considered TRI days and added on the TRI salary schedule. If state funding does not occur for the three professional learning days, the allocation of contract days would revert to the original base 180-day schedule.

The use of the first half of the first, second, third, and fourth professional learning days will be determined by the District. The fifth professional learning day will be individually directed time worked on site for the first half of the day for the purpose of professional learning implementation. Placement of the fifth day will be determined annually by the calendar committee. The parties may agree to an alternate scheduling of these days.

Compensation for these professional learning days not in the base contract shall be in accordance with the TRI Salary Schedule, Appendix C, and payment will be made in equal monthly installments as is done with regular paychecks. Part-time employees will receive a pro rata share of this TRI supplemental contract stipend based on the employees' full-time equivalency (FTE). Part-time employees will be compensated at their per diem rate of pay for the full day(s) if they are required or approved to attend.

Staff not able to attend the professional learning days must use the appropriate leave. Itinerant staff and specialists may be allowed, with approval of their immediate evaluating supervisor, to substitute for the District directed portion of the day, another workshop, data review and assessment, or in-service activity that may be more appropriate to their needs. Building staff may also, with approval of their evaluating supervisor, substitute for the District directed portion of the day another workshop, data review and assessment, or in-service activity.

2. The continuation of the TRI Salary Schedule into subsequent school years is contingent upon continued successful levy passage. In the event the District's Maintenance and Operations (M&O) Levy does not pass, the District and Association shall meet and consult prior to implementing any reductions in this provision. Upon the next successful levy passage, any agreed upon reductions in this provision will be fully restored.
F. Salary Deductions and Payments:

1. Salary Deductions for Absences
   All absences for full time employees, except as otherwise provided in this Agreement, shall be deducted from salary or leave on the basis of 1/183rd of the employees contracted salary. Absences for part-time employees working less than a full day shall be deducted from salary or leave on the basis of actual hours scheduled per day. Should the legislature change the number of days funded in the base contract absences shall be deducted proportionally.

2. Payment of Salary
   All paychecks are processed through electronic deposit procedures. This process shall be mandatory for all employees, without exceptions, including substitutes. Employees have the responsibility to provide to the District Office the required deposit information and/or changes in such information in order to receive paychecks. The payroll period for substitutes shall be from the eleventh (11th) of each month through the tenth (10th) of each month.

3. Error in Payment
   In the event of an error resulting in underpayment, full correction shall be made as soon as possible and, in any event, not later than the next regular salary payment. When an overpayment is made the necessary reductions will be made according to a schedule agreed to in writing by the affected employee and the Superintendent. In the event the employee and Superintendent are unable to agree on a schedule, the overpayment shall be paid to the District by the end of the calendar year.

4. Early Payoff
   Upon application, certificated employees retiring from the teaching profession shall receive the balance of their salary payments on the June payday during the year in which they retire. All deductions due for the remainder of the year for which this salary is paid shall be made at this time and appropriately transmitted by the District, along with fringe benefits due for this time period. Any compensation owed to an employee, due to a Board accepted resignation occurring during the school year, will be paid to the employee within the next two (2) normal pay periods. Early payoffs shall be limited to the funds available.

5. Pay Increases
   Negotiated pay increases that occur after the beginning of the school year shall be retroactive to the beginning of the school year. The retroactive pay-to-date shall be paid within thirty (30) calendar days following ratification of this Agreement by the District and the Association.

6. Payroll Information
   The employee shall be provided with an explanation of current salary deductions, a record of accumulated sick leave and the status of teaching and health certificates at the time of the first salary payment each school year.

7. Section 125 Plan
   The District and the Association hereby agree to provide to certificated staff a Section 125 Plan. This plan provides the ability for an employee to move into a pre-tax position any out-of-pocket premium costs for dental, vision, life insurance and medical coverage. In addition, this plan allows employees to designate monthly deductions in a pre-tax status for out-of-pocket dental, vision, life insurance and medical expenses not covered by their coverage provider, and for monthly dependent care costs.

SECTION 3.2 INSURANCE BENEFITS

All of the provisions of this section shall be interpreted consistent with the rules and regulations of SEBB and are intended to be a summary of the legal requirements.
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Employer Contribution:

The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements as defined by SEBB.

The District will provide benefits to employees through SEBB, to include but not be limited to:

Basic Life and accidental death and dismemberment insurance (AD&D)

Basic Long-Term Disability

Vision

Dental Including orthodontia

Medical Plan

Employees will be able to access any supplemental insurance that they choose to enroll in through SEBB directly from SEBB. (e.g. increased Life, AD&D, long-term disability, etc.) Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Plan (HDHP) is selected for their medical insurance.

Eligibility:

All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship.

Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.

When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, there are not enough days remaining in the year to achieve 630 hours and the employee is anticipated to work at least 630 hours the next school year, that employee will be provided with benefits coverage.

Any employee who has worked 630 hours in the previous two years and is returning to a similar position(s) at the same or greater FTE will be deemed eligible for benefits.

All compensated hours in any position within the district shall count for purposes of establishing eligibility.

Benefit Enrollment and Continuity of Coverage:

In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee is anticipated to work 630 hours in a school year.

Leaves:

Paiid leave hours shall count toward eligibility for benefits under this section. Unpaid leave will be assessed on a case by case basis.
Benefit Termination:

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

Additional Items:

Each benefit eligible employee shall have $60 per month in a VEBA account.

SECTION 3.3 STAFF PROTECTION

A. The District agrees that as required by RCW 28A.58.425, Section 1 (Chapter 269 1971), State of Washington, including amendments thereto, all coverage afforded under the District's insurance policy for comprehensive general liability insurance, personal injury insurance, contractual liability insurance, applies to all certificated employees while performing their assigned duties. The maximum amount the District will provide under this provision shall be equal to that provided by the District's insurance carrier, but shall at no time be less than $1,500,000 per occurrence and without a yearly aggregate.

Included in the coverage afforded under the District's general liability policy, the District furthers affirms that its Legal Liability Policy provides coverage for all certificated employees while performing their assigned duties in accordance with the District's policies and procedures.

B. Teachers may request or require that a parent/visitor make an appointment prior to a classroom visitation in accordance with School Board Policy 4200. School Board Policy 4200 and its regulations provide guidelines to permit visitors to visit or observe in our school and classrooms, and will be consulted when needed.

SECTION 3.4 LEAVES

Under this agreement leave benefits will only be granted in units of half or full days of the actual hours scheduled per day.

A. Sick Leave

All full-time equivalent (FTE) certificated employees shall be granted twelve (12) days of sick leave per year. These days will be frontloaded. Less than 1.0 FTE certificated staff will receive twelve (12) days of sick leave times their FTE for each year. Unused sick leave shall annually accumulate as provided by Washington State Law. The following provisions shall apply to accumulated sick leave:

1. Accumulated sick leave may be accessed when an employee has a personal illness, including physical or mental conditions, which incapacitates him/her from performing contracted duties. Sick leave may be used for illness, injury or birth in the employee's family or household. Following childbirth or adoption, sick leave may also be used for care of a newborn (or adoptee), or spouse who gave birth, provided the need for the employee's care is verified by the treating physician.

2. Sick leave shall be available for use for medical appointments, including medical care not otherwise available on Orcas Island.

3. Sick leave shall be available for use in the case of contagious or infectious illness which might endanger the health of students as certified by a San Juan County or Washington State Department of Health Officer.

4. Illness resulting from pregnancy.

5. In the event of other emergencies not covered in the above provisions, which make it impossible for the employee to be at work, sick leave may be granted at the discretion of the superintendent.
6. The Superintendent may, after three (3) successive days of absence due to illness, require a doctor’s certificate of proof of illness.

7. When an employee’s sick leave balance is exhausted, and the employee continues to require an extended leave of absence, the employee will be placed on unpaid leave. The employee shall have access to maximum benefits allowable by law under the Family and Medical Leave Act, Shared Sick Leave and COBRA.

8. A reassignment request due to reasons of health shall be accompanied by a verifying statement from a qualified physician. Reassignment of the certificated employee shall be subject to appropriate certification and the availability of a vacant position, providing there is not resultant negative impact on District funding. In such an instance, no other member of the unit shall be displaced.

9. Sick leave earned in the State of Washington shall be accumulated and transferred from other public school districts and credited to the "sick leave” account of certificated employees.

10. Employees shall be allowed to cash out sick leave pursuant to District Policy and State law.

B. Maternity/Adoption Leave

The District shall either grant maternity leave without pay in accordance with applicable Federal/State statutes and regulations or the employee may use accumulated sick leave benefits for that period of time during which the employee is unable to perform regular duties for reasons of pregnancy (as confirmed by a qualified physician). In the event that the employee runs out of accumulated sick leave during the time which the employee is entitled to draw it, the employee may petition the District for an extended leave in addition to sick leave. Such leave shall be without pay. During the period of time for which the employee is entitled to sick leave, the employee shall continue to receive the benefits of the shared health insurance program. Further, if the employee chooses to take and is granted a leave longer than specified sick leave allows, the District shall not incur the cost of the employee benefits. However, the employee may pay the District for the continued sick leave benefits. While on leave the certificated employee will maintain seniority in the District with no loss of accrued benefits nor penalties assessed, except as specified above. Upon return from leave, the certificated employee will be returned to the staff at the salary schedule step that college training and teaching experience indicates.

In cases of adoption, up to six (6) days of leave shall be granted and be subject to these same leave guidelines and requirements.

The employee desiring maternity/adoption leave shall:

1. Make written request to the District at least sixty (60) days prior to the day on which the leave is to commence.

2. Inform the District, in writing, if the leave will be without pay or will make use of accumulated sick leave.

3. Inform the District, in writing, of intent to return to work at least thirty (30) days prior to such return.

C. Child Rearing Leave

A leave for child rearing may be granted to employees who have children under school age, and who petition the District for such a leave.

The employee shall submit a letter to the Superintendent requesting child rearing leave not less than sixty (60) days prior to its commencement. Such a leave must extend for the remainder of the school year during which the leave commences. If requested during the summer, the leave will extend for the entire subsequent school year.

An extended leave for a second full year may be petitioned by the employee and may be granted by the District provided that the extended leave is requested prior to April 1st of the calendar year in which the second year of leave is to commence.
In the case of emergency, notification may be waived, in which case the employee may petition the District immediately with a request for child rearing leave.

All such leaves will be without pay.

D. Family Leave

Staff who earn sick leave and have worked at least 1250 hours in the previous twelve month period may have access to twelve (12) weeks unpaid leave under the Family and Medical Leave Act (FMLA). Full details of these benefits and how to access them can be found at the Orcas Island School District Human Resources office.

Any disputes between the District and an employee regarding Family Medical Leave Benefits shall be resolved through the grievance procedure.

E. Bereavement Leave

The District shall allow each certificated employee up to five (5) days per year of paid bereavement leave in the case of death of any member of the employee’s family or household, including up to two (2) days per incident in the case of death of a friend. In such case that the employee is grieving the loss of a child, spouse or domestic partner, a minimum of five (5) additional days of bereavement leave shall be granted. Such leave shall not be accumulated and shall not be taken from sick leave. Additional time may be granted at the discretion of the Superintendent.

F. Emergency Leave

Certificated personnel shall be granted up to three (3) days emergency leave per year non-cumulative with full pay to cover absences from work caused by personal emergencies beyond one’s control defined as but not limited to: fire, flood, or other Acts of God, and legal emergencies (subpoenas).

G. Personal Leave

The District shall allow certificated employees three (3) days of personal leave at full pay per year for personal leave. The employee shall not be required to state the purpose(s) of such leave. Employees shall not utilize personal leave on the first five (5) or last five (5) days of the school year; however, exceptions may be made upon the approval of the building administrator.

Unused personal leave may be accrued and carried forward to the next school year to a maximum of five (5) days being available in any school year. Employees intending to take personal leave as a five day block will give at least one week written notice. If such notice is not possible, the employee may seek an exception to the five day notice from the building principal. Personal Leave will be granted on a first come, first served basis, when a substitute has been assigned in AESOP and confirmed by the employee to cover the absence of the employee, if a substitute is required. The District will maintain a centralized system for tracking the availability and usage of each employee’s personal leave. The total hours of any employee’s personal leave will be documented on each employee’s pay warrant, including carry-over from the previous year, if applicable.

Employees who are less than 1.0 FTE shall accrue personal leave days pro-rated based on their contracted FTE. The contracted FTE status shall govern the numbers of leave days earned, carry-over of said days and cash out of said days.

Personal leave that cannot be carried over into the following school year will be cashed out, on a pro-rated basis, at the represented substitute rate. Compensation for personal leave cash out will be included in the employee’s August paycheck. Personal leave cash out will be pro-rated for an employee who separates from employment before the end of the school year.

Due to state law, employees covered by the TRS Plan 1 shall document seven (7) hours of additional service for each day cashed out.
H. Jury Duty Leave

Leaves of absence with pay shall be granted to certificated employees for jury duty. Any compensation, except mileage, for jury duty performed on contracted days shall be remitted to the District.

I. Military Leave

Certificated employee(s) who are Active Military Reservists, shall be granted Military Leave for active duty for training as may be required by Federal/State statutes (RCW 38.40.060).

J. Association Leave

Up to ten (10) total days of released time per year for O.E.A. business will be granted upon receipt of written request at least twenty-four (24) hours in advance for conducting business related to those items described in Article I, Section 1.4.F of the Collective Bargaining Agreement. Twenty-four (24) hour notice shall not be required when the educator's responsibilities are covered as approved by the site administrator. Should OEA representative(s) request and excess of the ten (10) days paid by the District, paid Association Leave shall be granted and the Association shall reimburse the District any substitute costs incurred. The amount shall be equal to the cost borne the District for each day the Association Leave used beyond the initial ten (10) days paid by the District each contract year.

K. Professional Leave

Professional leave shall be with pay, and is defined as an excused absence from the District when an employee is on District business or serving the professional interest of the District. In addition, professional leave with pay may be offered to certificated employees to attend professional meetings, training, or conventions. Such leave may be requested by the employee or supervisor, and shall be subject to pre-approval of the Superintendent.

L. Other Leaves

If a leave is required for other than the specified reasons previously addressed in this Agreement, then the Superintendent shall have the authority and responsibility to determine whether such leave is authorized, with or without pay.

M. Compensatory Leave

Certificated employees approved by the District to perform duties and responsibilities beyond those of the contract year shall receive per diem compensation or compensatory leave. Compensatory leave shall be accrued on the basis of one (1) hour of leave for each hour of extra work performed, and must be used within three (3) months. If accumulated compensatory leave is still unused by an employee at the time of employment separation or death, the employee or his/her beneficiary shall receive compensation at the employee's full per diem rate of pay.

It is explicitly understood that compensation pay or compensatory time is earned only when there has been prior approval by the Superintendent that such an extended contract is authorized. Only in the cases where such prior approval has been granted shall routine staff meetings, committee work, and activity advisory work be construed as eligible to be earning compensatory time.

N. General Leaves of Absence

The District may grant leaves of absence for specific periods of time for up to one school year upon application by a staff member, the recommendation of the Superintendent and the approval of the Board. Such leaves shall be without pay or fringe benefits and, upon approval of the Board, may be extended for up to one additional school year. During the leave, the staff member may pay the District's share of any insurance benefits program in order to maintain those benefits.

Staff on a leave of absence shall earn any salary schedule experience credit or any sick leave credit during the leave as it is
allowed by state law.

Staff returning from a leave of absence shall be given the same consideration for returning to his/her last assignment as if he/she had been on active duty.

When based upon reasons of health or family need, such applications shall be given special consideration.

Leaves of absence may be granted to any certificated employee who has completed one (1) year of satisfactory performance with the District as follows:

1. Whenever possible, such requests will be submitted by April 1st in the year preceding the school year for which the leave is being requested.

2. Approval or denial of a full year leave request shall be made no later than thirty (30) days following receipt of such request.

3. An employee granted a full year leave shall inform the District in writing by April 1st as to his/her intentions to assume a position in the District for the ensuing year.

4. If said notification is not received, the individual’s employment rights with the District shall be terminated.

5. Leaves for less than one (1) year may be granted for a minimum of three (3) consecutive work days.

6. Partial leaves must be requested thirty (30) days prior to the period for which the leave is being requested.

O. Sick Leave Sharing

Employees may donate sick leave to another employee subject to the following:

1. The donating employee must retain a minimum of one hundred seventy six (176) hours after any leave transfer.

2. To qualify for days under this provision, a receiving employee must comply with the following conditions if applicable:

   a. He/she must suffer from, or have a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to either go on leave without pay or to terminate employment;

   b. The superintendent/designee determines that the receiving employee’s absence and the use of the requested shared leave meet the criteria established by the State of Washington; and,

   c. The receiving employee has depleted, or will shortly deplete, his/her sick leave.

3. The Superintendent/designee shall determine the amount of leave, if any, which an employee may receive under this section. However, an employee shall not receive a total of more days than constitute his/her regular work year.

4. An employee who receives leave under this section will retain his/her status as a District employee.

6. Donating employees will complete a form titled “Request to Transfer Leave – School Term Employees” and submit the form to the District.
SECTION 3.5 PAYROLL DEDUCTIONS

A. Other Deductions

The District shall, upon receipt of authorization from a certificated employee, deduct from said employee's salary and make appropriate and prompt remittance for medical, vision, and dental plans, tax-sheltered annuities, salary insurance and credit union payments as mutually approved by the Association and the District, or as required by law.

B. Payroll Deductions

The Association shall submit the automatic payroll authorization of certificated employees to the District business office for processing. A table of pro-rated annual dues, assessments and payments shall be supplied to the District business office by the Association to determine monthly payroll deductions. The automatic payroll authorization form shall clearly state that it is understood by the employee signing the authorization that continuation of payroll deductions until the end of the dues period on August 31 of each year is a binding condition for automatic payroll deductions.

C. Exclusions

There shall be no payroll deductions for contributions to organizations whose functions are solely political and/or religious in nature.

SECTION 3.6 TRAVEL REIMBURSEMENT

Certificated staff members utilizing their private automobiles to travel to out-of-town approved seminars, workshops or other approved/required District activities, shall be compensated at the rate allowed by the Internal Revenue Service (IRS) mileage reimbursement rate. This rate shall be increased as the rate allowed by the IRS is increased. Ferry costs of authorized travel will also be reimbursed.

ARTICLE IV - STATUS OF THE AGREEMENT

SECTION 4.1 STATUS OF THE AGREEMENT

A. Ratification

This Agreement shall become effective when ratified by the Association and the District and shall hereafter be executed by authorized representatives thereof.

B. Procedure

This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which are contrary to, or inconsistent with, its express terms. Existing rules, regulations, policies, resolutions or practices of the District not in conflict with this Agreement shall remain in full force.

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries, employee benefits or other provisions under existing rules, regulations, policies, resolutions and practices of the District in effect prior to the effective date of this Agreement.

C. Conflicts with Law

If any provision of this Agreement should be held invalid by a final and binding decision of a court of competent jurisdiction and/or if any state agency rules that any aspect of the District's program, including but not limited to the requirements of the State's "Basic Education Act", are out of compliance because of the application of one or more provision(s) in question
pursuant to the provisions or RCW 41.59 and/or any other applicable laws in lieu thereof, then the parties agree to bargain on a mutually satisfactory resolution of the legal and/or compliance problem.

D. Legislative Action

In the event that the legislature of Washington State or other governmental agency, including OSPI, takes any action that affects any part of this Agreement, then the affected Sections will be subject to renegotiation by the District and the Association.

SECTION 4.2 CONTRACT COMPLIANCE

A. General

All individual employee contracts shall be subject to and consistent with Washington State law as well as the terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this and successor Agreements between the District and the Association. If any individual employee contract contains any language inconsistent with this Agreement, then this Agreement during its duration shall be controlling.

B. Individual Contracts

The District shall not solicit execution of any individual employee contracts as shall constitute an unfair labor practice, as defined by the National Labor Relations Act and subsequent National Labor Relations Board rulings.

C. Contract Administration

The Superintendent, the negotiators for the District and the Association shall meet to review and discuss school practices and problems relating to administration of this Agreement within five (5) working days of receipt by one party to the Agreement of a request for such a meeting from the other party to the Agreement.

SECTION 4.3 PRINTING & DISTRIBUTION

As soon as possible following the execution of the Agreement, the District shall prepare a final draft and, after proofreading by both the District and Association representatives, the District and Association will then print the Agreement and distribute a copy to each bargaining unit employee. All employees new to the District shall be provided a copy of the Agreement by the District upon issuance of their individual contract. A copy of the Agreement in effect shall be available in the Superintendent's office for inspection by teacher applicants for certified positions. This information shall be made known to all applicants.

SECTION 4.4 NEGOTIATION PROCEDURES

A. Objectives

The District and the Association agree that the negotiations process is dependent on cooperation between the parties, and therefore requires a free and open exchange of views on all issues during deliberations leading to a Master Agreement. Both parties agree to meet at reasonable times and places, and to negotiate in a good faith effort to reach agreement on those issues.

B. Exchange of Information

The District agrees to furnish public information to the Association as needed by them for development of constructive proposals on behalf of Association members. This information shall include, but not be limited to, official financial reports,
the tentative budget (if completed) for the next school year, and information on the number and level of each teacher on the salary schedule.

C. Agreement

When an Agreement is reached, it shall be submitted in writing to the District and to the Association for ratification; the Governing Board shall act upon ratification at the next Board meeting following Association ratification. When approved by both parties, it shall be signed by their respective presidents and shall be entered into the official minutes of the District Board of Directors. Three (3) copies shall be signed for the purpose of record; one (1) to be retained by the District, one (1) by the Association and one (1) by the Superintendent. Provisions of the Agreement shall be reflected in individual contracts or statement of conditions of service as submitted to employees.

SECTION 4.5 DURATION

Term: This Agreement shall be in full force and effect from September 1, 2020 through August 31, 2022. The parties may reopen this Agreement at any time during its term if there is mutual agreement to do so.

Negotiations on a successor Agreement shall begin at least sixty (60) days prior to the expiration date. If, pursuant to such negotiations, agreement on a successor agreement is not reached prior to the expiration date, this Agreement shall expire on the expiration date unless it is extended for a specific period, or periods, by mutual written agreement of the parties.

Attesting to the ratification of this Agreement by:

ORCAS EDUCATION ASSOCIATION:

Date ratified by the OEA Membership: July 17, 2020  
Anne Ford McGrath, OEA President

Elyn Andersson, OEA Vice President

ORCAS ISLAND SCHOOL DISTRICT 137:

Date ratified by the OISD Board of Directors: July 23, 2020  
Eric Webb, Superintendent

John Fleming, Chairman, Board of Directors
# OEA COLLECTIVE BARGAINING AGREEMENT:
September 1, 2020 through August 31, 2022

## APPENDIX A
Certificated Salary Schedule – 183 Days

### 2021-22

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OEA COLLECTIVE BARGAINING AGREEMENT:
September 1, 2020 through August 31, 2022

APPENDIX A (cont.)
Certificated Salary Schedule – 183 Days
2020-21

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- As used in this subsection, the column headings "BA+(N)" refer to the number of credits earned since receiving the baccalaureate degree.

- For credits earned after the baccalaureate degree but before the masters degree, any credits in excess of forty-five (45) credits may be counted after the masters degree. Thus, as used in this subsection, the column headings "MA+(N)" refer to the total of:

  (a) Credits earned since receiving the masters degree; and
  (b) Any credits in excess of forty-five credits that were earned after the baccalaureate degree but before the masters degree.

- For the purposes of this section:

  (a) "BA" means a baccalaureate degree.
"MA" means a masters degree.

APPENDIX A (cont.)

"PHD" means a doctorate degree.

"Years of service" shall be calculated under the same rules adopted by the superintendent of public instruction.

"Credits" means college quarter hour credits and equivalent in-service credits computed in accordance with RCW 28A.415.020 and RCW 28A.415.023.

- No more than ninety college quarter-hour credits received by any employee after the baccalaureate degree may be used to determine compensation allocations under the state salary allocation schedule and LEAP documents referenced in this act, or any replacement schedules and documents, unless:

  (a) The employee has a masters degree; or
  (b) The credits were used in generating state salary allocations before January 1, 1992.
APPENDIX B
2021-22 Extra Duty Pay Scale

All supplemental stipends in the schedule below shall be calculated at the per diem rate, based on the Statutory Minimum Salary\(^*\) for a full-time certificated instructional staff member with fewer than five years experience.

The following stipends shall be offered to employees represented by the Association. These stipends are considered supplemental and do not have continuing contract renewal provisions established by RCW 28A.405. If it is mutually determined between the District and Association there is not sufficient student interest, the stipend for such activity shall revert to a pool to be reallocated. Such reallocation shall occur after certificated employees design a plan, demonstrate adequate student interest, secure principal approval, and vote on the expenditure of these funds.

Calculated at per diem of the Statutory Minimum Salary\(^*\):

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<td>Vocational Director</td>
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Senior Projects Director: 12 sub-days maximum per year (no stipend)

\(^*\)Calculated at the 2020-21 OISD Statutory Minimum Rate ($49,944.00 - adjusted for 183 days) times 1.020 (2.0% inflationary adjustment) which equals $50,943.00. Dividing this by 183 school days results in a per diem rate of $278.36 for the 2021-22 school year.
## APPENDIX C
**TRI Schedule – 2 Days**

### 2021-22

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<tr>
<th>YEARS</th>
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<th>MA+45</th>
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<tr>
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### APPENDIX C (cont)

**TRI Schedule – 2 Days**

**2020-21**

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OEA COLLECTIVE BARGAINING AGREEMENT:
September 1, 2020 through August 31, 2022

APPENDIX D

INVENTORY OF PERSONNEL FILE

(Identify by item, date of item and signature, if any)

<table>
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<tr>
<th>Item</th>
<th>Date</th>
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</tbody>
</table>

On the date indicated below, I have reviewed the contents of my personnel file maintained by the District. The contents of the personnel file as described and noted herein above are a true and accurate record of the contents of said file as witnessed and acknowledged by signature indicated below.

Date ______________________

Employee_______________________________________

Witness_________________________________________

Superintendent_________________________________
APPENDIX E

ORCAS ISLAND SCHOOL DISTRICT 137
OBSERVATION REPORT

Employee: ____________________________ Observer: ____________________________

Date of Observation: ____________________________ Type: ( ) Formal ( ) Informal

Subject: ____________________________ Time: In ______ Out ______

Date of Pre-Conference (if required) ____________________________

Date of Post-Conference (if required) ____________________________

Lesson Objectives:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Observation Notes: (attach additional pages if necessary)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Employee: ____________________________ Date: ____________________________

Observer: ____________________________ Date: ____________________________
APPENDIX F

Orcas Island School District #137
Evaluation Report - Education Staff Associate

Type of Evaluation:

EMPLOYEE NAME ____________________________ ________ Annual

SCHOOL ________________________________________ ________ 90 Day

ASSIGNMENT ________________________________ ________ Other

(Specify FTE if less than full time)

It is my judgment, based upon adopted criteria, that this employee’s overall performance has been

_________________________ during the period covered in this report.

(satisfactory or unsatisfactory)

Evaluator’s Signature ______________________ Date __________

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

CRITERIA

STRENGTHS, WEAKNESSES, SUGGESTIONS FOR IMPROVEMENT

(Refer to list of adopted criteria)

Satisfactory Needs Improvement Unsatisfactory Comments Attached

Knowledge & Scholarship in Special Field

Specialized Skills
Management of Special & Technical Environment

The ESA as a Professional
Involvement in Assisting Pupils, Parents & Educational Personnel

OTHER COMMENTS

__________________________

__________________________

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

Date ______________________ Employee ________________________

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OEA COLLECTIVE BARGAINING AGREEMENT:
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APPENDIXG

Memorandum of Understanding

Between the Orcas Island School District and the Orcas Education Association

Committee to Examine and Recommend Instructional Materials
and Related Purchases

The Orcas School District and the Orcas Education Association have reached an understanding regarding the establishment of a joint committee to examine instructional materials and related purchasing decisions.

The parties agree to establish a joint committee to review the current instructional materials, establish a hierarchy of needs, and a purchasing timeline to replace agreed upon outdated or ineffective instructional materials. All decisions shall be reached by consensus.

Committee appointments shall be made at the discretion of each party. Each party shall appoint no more than three (3) committee members.

Anne [Signature]
Orcas Education Association

9/27/15
Date

Eric [Signature]
Orcas School District

9/25/15
Date
APPENDIX H

MEMORANDUM OF UNDERSTANDING
TEACHER ABSENCES – OASIS

The parties agree that it is in the best interest of students, teachers and the District to provide the support necessary to allow teachers to utilize approved leaves while maintaining the requirements of the OASIS program.

To achieve this by October 1, 2017, the District, in consultation with OASIS teachers, will develop an electronic format to meet minimal contact requirement to be used in the event of a teacher absence.

ORCAS EDUCATION ASSOCIATION

[Signature]
Anne Ford McGrath, President

Dated 8/17/17

ORCAS ISLAND SCHOOL DISTRICT

[Signature]
Eric Webb, Superintendent

Dated 8-17-17
The parties have a joint interest in working together on a clear and understandable incorporation of an existing MOU regarding the certificated evaluation process (Appendix J) with current contractual language in Section 2.3. In order to devote the time necessary to this task, the parties agree that a subcommittee will work together on this task with a goal of accomplishing this work by August 31, 2021. Each side will designate two representatives for this work.
APPENDIX J

MEMORANDUM OF UNDERSTANDING
Regarding the Teacher Evaluation Process
For 2018-20

The language that follows replaces sections 2.3 and 2.4 of the Agreement for all employees. Sections 2.3 and 2.4 of the Agreement remain in effect for all Educational Support Employees and those employees not identified as certificated classroom teachers.

SECTION 2.3 EVALUATION

2.3.1 PURPOSE STATEMENT

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.

The purposes of evaluation of certificated classroom teachers will be at a minimum:

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

It is also the belief of both parties that the evaluation process will be most effectively implemented when there is strong collaboration between the evaluator and the bargaining unit member.

2.3.2 APPLICABILITY

This TPEP evaluation system applies to certificated classroom teachers who provide academically focused instruction for students.

Certificated support personnel who provide services to students and hold one or more of the educational staff associate certificates will be evaluated using the previous evaluation system.

2.3.3 STRUCTURE OF EVALUATION

The Comprehensive Plan includes all eight (8) state criteria. The Focused Plan allows the teacher and principal to focus on one of the eight (8) state criteria.
2.3.4 PROFESSIONAL DEVELOPMENT

Prior to being evaluated under this Article the District shall provide professional development relevant to the framework and evaluation process. Teachers shall receive adequate professional development to comprehend the framework and understand the evaluation process.

Each employee will be provided a copy of the evaluation criteria, observation forms, Student Growth Goal Setting forms, and other procedural components for either the comprehensive or focused evaluation, depending upon the employee's placement. Principals will provide the material noted above to employees under their supervision within fifteen (15) days prior to their first observation or by September 30, whichever is sooner. Employees hired after September 30 will receive materials specific to the comprehensive evaluation within fifteen days of employment.

No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement.

2.3.5 DEFINITIONS

1. "Certificated classroom teacher" and "teacher" mean a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g).
2. "Certificated principal," "principal" and "assistant principal" mean a person who is employed to supervise the operation and management of a school as provided by RCW 28A.400.100 and holds certificates pursuant to WAC 181-79A-140 (4)(a) or (6)(h).
3. "Certificated support personnel" and "certificated support person" mean a certificated employee who provides services to students and holds one or more of the educational staff associate certificates pursuant to WAC 181-79A-140(5).
4. "Evaluation" shall mean the ongoing process of identifying, gathering and using information to improve professional performance, assess total job effectiveness, and make personnel decisions.
6. "Evidence" means observed practice, products or results of a certificated classroom teacher's or certificated principal's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system.
7. "Four-level rating system" means the continuum of performance that indicates the extent to which the criteria have been met or exceeded.
8. "Instructional framework" means one of the approved instructional frameworks adopted by the superintendent of public instruction to support the four-level rating system pursuant to RCW 28A.405.100.
9. "Leadership framework" means one of the approved leadership frameworks adopted by the superintendent of public instruction to support the four-level rating system pursuant to RCW 28A.405.100.
10. "Observe" or "observation" means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering
of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional or leadership framework rubrics pursuant to this section.

11. "Rubrics" or "rubric row" means the descriptions of practice used to capture evidence and data and classify teaching or leadership performance and student growth using the evaluation criteria and the four-level rating system.

12. "Scoring band" means the adopted range of scores used to determine the final summative score for a certificated classroom teacher or principal.

13. "Student growth" means the change in student achievement between two points in time.

14. "Student growth data" means relevant multiple measures that can include classroom-based, school-based, school district-based, and state-based tools.

15. "Summative performance ratings" means the four performance levels applied using the four-level rating system: Level 1 - Unsatisfactory; Level 2 - Basic; Level 3 - Proficient; Level 4 - Distinguished.

2.3.6 STATE CRITERIA FRAMEWORK

A. Evaluation Criteria

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

B. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by the University of Washington's Center for Educational Leadership (CEL) known as the 5 Dimensions of Teaching and Learning (5D) and approved by OSPI.

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

2.3.7 PROCEDURAL COMPONENTS OF EVALUATION

A. Notification

Each teacher shall be notified by within 15 school days of the start of school of his/her evaluator and which form will be used for evaluation. When on the comprehensive
evaluation, teachers who work in more than one site shall have a meeting with all potential evaluators to determine the evaluating principal.

B. Teacher Self-Assessment
Teacher and evaluator will use the 5D+ Inquiry Cycle.

C. Student Growth Goal Setting
Student growth data that is relevant to the teacher and subject matter must be a factor in the evaluation process and must be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools. Student growth data elements may include the teacher’s performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate. Student growth data elements may also include the teacher’s performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate. Student input may also be included in the evaluation process (RCW 28.405.100 (2) (g)).

D. Pre-Inquiry Conference
The pre-inquiry conference shall be held prior to the first scheduled observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-inquiry conference is to discuss the employee’s goals, establish a date for the scheduled observation or for a series of scheduled observations, and discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

It shall be the employee’s duty to specify, in writing, any conditions existing at that time, which the employee believes impair his or her ability to perform. A teacher whose workload exceeds any recommended maximums pursuant to section 2.1 E shall be entitled to have a notation placed on the teacher’s summative evaluation report specifying the assigned workload and the extent to which it exceeds the recommendations of Section 2.1E. It shall be the duty of the evaluator to duly note on the observation form or summative evaluation report and consider the affect, if any, of such workload or other specified conditions upon the employee’s performance.

E. Observations
All Certificated Classroom Teachers will be observed at least twice each school year in the performance of their assigned duties. All employees must be observed for a period of no less than 60 minutes during each school year, following the procedures outlined in Section 2.3.8.
F. Post Inquiry Conference
   1. The post-inquiry conference between the evaluator and the teacher will be held after the final observation and prior to the summative evaluation conference.
   2. The purpose of the post-inquiry conference is to review the evaluator’s and teacher’s evidence related to the scoring criteria during the observation and to discuss the teacher’s performance.

G. Summative Evaluation Conference
   1. No later than June 1, the evaluator and teacher shall meet to discuss the teacher’s summative evaluation. The summative evaluation, including the student growth score, must be determined by an analysis of evidence over the course of the year.
   2. All evidence, measures and observations used in developing the summative evaluation score must be a product of the school year in which the evaluation is conducted.
   3. The teacher will sign two (2) copies of the Summative Evaluation Report to indicate receipt of the document. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents.
   4. Teachers shall have the right to attach additional comments or a rebuttal to the Summative Evaluation.

H. Artifacts and Evidence
   1. The evaluator and teacher will collect and share artifacts and evidence necessary to complete the evaluation.
   2. The teacher may, but shall not be required to provide additional artifacts and evidence to aid in the assessment of the teacher’s professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher will be discussed at the post conference and as appropriate will be included on the negotiated form and be used to determine the final evaluation score.

I. Record-Keeping
   Only the Summative Evaluation Report and any attached teacher documents shall be included in the teacher’s personnel file.

The District shall adhere to the following:

1. The final evaluation form and teacher’s written comments, if applicable shall be moved to the teacher’s personnel file at the end of the school year.
2. Teachers shall not be required to share self-assessment information
3. Any and all data entered into an electronic record keeping system shall be considered confidential. The District will give notice to the affected teacher and the
OEA COLLECTIVE BARGAINING AGREEMENT:
September 1, 2020 through August 31, 2022

Association president if a public records request is made for any evaluation material.

4. All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without employee consent.

J. Early Removal from Provisional Status
The school district superintendent may make a determination to remove an employee from provisional status if the employee has received a summative rating of Proficient (3) or Distinguished (4) during the second year of employment by the district.

2.3.8 PROCEDURAL COMPONENTS OF OBSERVATIONS

A. Frequency of Observations
School districts must ensure that all classroom teachers are observed for the purposes of evaluation at least twice each school year in the performance of their assigned duties. The principal or his or her designee will conduct the first observation by December 15 and the second by June 1. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting. School districts must ensure that all certificated classroom teachers who are subject to evaluation are observed for a period of no less than sixty minutes during each school year.

1. 1st Year Provisional Employees: School districts must observe new employees at least once for a total observation time of thirty minutes during the first ninety calendar days of the new employee’s employment period.

2. 3rd Year Provisional Employees: School districts must observe employees in the third year of provisional status at least three times in the performance of the employee. The total observation time for the school year must not be less than ninety minutes for such employees.

B. Procedures for Observations
1. Following each observation, or series of observations, the principal or his or her designee must:
   i. Promptly document the results of the observation in writing; and
   ii. Provide the employee with a copy of the written observation report within three days after such report is prepared.

2. Each classroom teacher will have the opportunity for a minimum of two confidential conferences during each school year with his or her principal or principal’s designee either:
   i. Following receipt of the written observation report; or
   ii. At a time mutually satisfactory to the participants.

3. The purpose of each such conference will be to provide additional evidence by either the evaluator or certificated classroom teacher to aid in the assessment of the certificated classroom teacher's professional performance against the instructional framework rubrics.

4. The teacher may attach written comments to observations.
5. Employees may request an additional observation to be scheduled at a date and time mutually agreed upon between the employee and the principal or his or her designee.

2.3.9 COMPREHENSIVE EVALUATION

All classroom teachers shall receive a comprehensive summative evaluation at least once every four years. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating.

The following categories of classroom teachers shall receive an annual comprehensive evaluation:

- Certificated Classroom Teachers who are provisional employees under RCW 28A.405.220;
- Any Certificated Classroom Teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.
- Any Certificated Classroom Teacher who has received written notification from their evaluator of movement from Focused Evaluation to Comprehensive Evaluation any time on or before December 15th of that school year.

A. Conduct of the Comprehensive Evaluation

The conduct of the evaluation of classroom teachers must include, at a minimum, the following:

1. All eight teacher criteria must contribute to the overall summative evaluation and must be completed at least once every four years.
2. The evaluation cycle must include an assessment of the criteria using the instructional framework rubrics and the superintendent of public instruction's approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics.
3. The principal or his or her designee at the school to which the certificated employee is assigned must make observations and written comments pursuant to RCW 28A.405.100.
4. The opportunity for the employee to attach written comments to his or her evaluation report.
5. Criterion scores and student growth rubrics must be determined by an analysis of evidence.
6. An overall summative score shall be derived by a calculation of all criterion scores and determining the final four-level rating based on the superintendent of public instruction's determined summative evaluation scoring band.
7. Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the certificated classroom teacher's student growth impact rating.
8. The student growth impact rating will be determined by the superintendent of public instruction's student impact rating scoring band.
9. A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating.
10. Evaluators must analyze the student growth score in light of the overall summative score and determine outcomes.

B. Criteria Performance Scoring

The following four-level rating system will be used to evaluate certificated classroom teachers. The rating describes performance along a continuum that indicates the extent to which the criteria have been met or exceeded. The performance ratings are:

1. **Unsatisfactory:** Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching or leading practice. This level requires immediate intervention.

2. **Basic:** Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers or principals early in their careers but insufficient for more experienced teachers or principals. This level requires specific support.

3. **Proficient:** Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching and leading at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching and leading a school are strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.

4. **Distinguished:** Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher or principal would need to have received a majority of distinguished ratings on the criterion scores. A teacher or principal at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching and leading is demonstrated through the highest level of expertise and commitment to all students’ learning, challenging professional growth, and collaborative practice.

A classroom teacher will receive one of the four performance ratings for each of the eight criteria.

The average of the component scores in each criterion will be the score for that criterion. When a final criterion score includes a fractional number (for example 2.3) all scores with a fractional number of .5 or above will be rounded up. For example, a score of 2.3 would result in a final criterion score of 2 (Basic) and a score of 2.5 would result in a final criterion score of 3 (Proficient).
C. **Summative Performance Rating for the 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:

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

D. **Student Growth Criterion Score for the Comprehensive Evaluation**
Embedded in the instructional framework are five (5) components designed as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

1. 5-12 – Low
2. 13-17 – Average
3. 18-20 – High

Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher’s assignment. The teacher will identify the formal and informal assessments of student progress they propose to use to measure student progress on the “Teacher Focus Evaluation At-A-Glance” form (Appendix A).

During the goal setting conference the employee and his/her evaluator will discuss identified student growth goals and assessments used to measure identified goals. The teacher and evaluator will reach consensus regarding final goals and assessments.

If the teacher and evaluator are unable to reach consensus, the teacher's decision will stand if the employee was evaluated at a proficient level or above in the previous year. If the employee is a provisional employee or is a continuing employee rated below proficient in the previous year, the evaluator's recommendation will stand.

E. **Outcomes of the Student Growth Rating**
The following outcomes of the student growth impact rating analysis will apply:

1. Certificated classroom teachers with preliminary rating of distinguished with low student growth rating will receive an overall proficient rating.
2. Certificated classroom teachers with low student growth ratings will engage, with their evaluator, in a student growth inquiry pursuant to WAC 392-191A-100 focusing on the specific areas of weak student impact.
3. Certificated classroom teachers with a preliminary rating of distinguished with average or high student growth rating will receive an overall distinguished rating and will be formally recognized and/or rewarded.
4. The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth rating will be reviewed by the evaluator’s supervisor.

F. Conduct of a Student Growth Inquiry
Within two months of receiving the low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

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

2.3.10 FOCUSED EVALUATION

In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of level 3 or above the previous school year are required to complete a focused evaluation. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the criteria.

A. Minimum procedural standards—Conduct of the focused evaluation for certificated classroom teachers.

The conduct of the evaluation of classroom teachers must include, at a minimum, the following:

1. One of the eight criterion for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required.
2. The selected criterion must be approved by the teacher’s evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention.
3. The evaluation must include an assessment of the criterion using the instructional framework rubrics and the superintendent of public instruction’s approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics.
4. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 are selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.
5. A summative score is assigned using the summative score from the most recent comprehensive evaluation. 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.

6. 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 15th.

2.3.11 EVALUATION RESULTS

A. Evaluation results shall be used:
   1. To acknowledge, recognize, and encourage excellence in professional performance.
   2. To document the level of performance by a teacher of his/her assigned duties.
   3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
   4. To document performance by a teacher judged unsatisfactory based on the district evaluation criteria.

B. Evaluation results shall not be:
   1. Shared or published without notification to the individual and Association.
   2. Used to determine any type of base or additional compensation.

C. Evaluators shall base individual scores on a teacher's performance of his/her assigned duties. Nothing prohibits an evaluator from evaluating all teachers as Distinguished within a school.

2.3.12 SUPPORT FOR BASIC CONTINUING EMPLOYEES

A. The Association will be notified when any teacher is judged below Proficient on his or her summative evaluation.

When a teacher is judged below Proficient (3), additional support will be provided to support the employee's professional development and shall include written feedback regarding the observed deficiencies with recommendations or directives for improvement that include examples and/or strategies where appropriate.

B. Other options for support may be utilized to assist the teacher as determined by the District. Examples may include:
   1. Release time to attend relevant in-service or training, if training is available, that is appropriate to the employee's area of concern.
   2. Release time to observe a colleague if appropriate to the area of concern.
   3. The teacher will be assigned to only one work location if possible.
   4. The building administrator will conduct additional observations with written feedback.
   5. A mentor or coach may be assigned to provide support if appropriate to the need.
6. At grades 6-12, limiting the number of preparations to no more than three classes with different titles unless the employee is the only teacher teaching in a content area or a limited number of teachers in a single content area restrict the District’s ability to limit preparations.

2.3.13 SUPPORT FOR PROVISIONAL EMPLOYEES PRIOR TO NON-RENEWAL

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. A good faith effort may include:

A. A completed comprehensive evaluation conducted in accordance with Section 2.3.9.
B. Written feedback to the employee regarding deficiencies with recommendations or directives for improvement that include examples or strategies where appropriate;
C. Where time permits and where deemed appropriate by the District, a written description of the assistance and services the District will provide to the teacher to improve his/her performance;

SECTION 2.4 PROBATION AND NON-RENEWAL (DISCHARGE)

2.4.1 PROBATION

Provisional employees shall be specifically excluded from this probationary procedure, provided, before non-renewing a provisional employee for alleged performance deficiencies, the evaluator shall have made a good faith effort beyond the minimum requirements of the evaluation process as noted in Section 2.3.13 (Support for Provisional Employees).

At any time after October 15, an employee whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement.

A. A classroom teacher’s work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is 1 – Unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is 2 – Basic for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.

B. Teachers may only be placed on probation from the Comprehensive evaluation system described above.

C. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.
D. A probationary period of sixty school days shall be established. 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.

E. 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.

F. 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.

G. A plan of improvement will be developed and will include the specific areas of deficiency along with a specific and reasonable program for improvement, which shall include specific measurable objectives and examples or strategies as appropriate designed to assist the particular employee to overcome the specific deficiency(ies). The plan will also include assistance to be provided. The teacher and/or his or her Association representative may request modification of the program for improvement prior to program implementation. The plan will include a system for periodic feedback during the term of probation, supports provided and funded by the District, and the dates those supports will be put in place.

H. 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.

I. 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 and 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.

J. The Association reserves the right to use a third party evaluator to inform the Association of any progress made by the probationer. The Association will arrange with the district-appointed evaluator in advance of any observations that will occur by the third party evaluator.

K. 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.
L. The probationary teacher may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.

M. A classroom 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 provisional employee or a continuing contract employee with five or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five years of experience.

N. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

2.4.2 NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation performance rating below level two (2) for two (2) consecutive years, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

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

The parties agree that this Memorandum of Understanding sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between them pertaining to employee evaluation. The parties agree that this Memorandum of Understanding is non-precedential. The parties further agree that this agreement shall expire automatically on August 31, 2020, unless the parties mutually agree to continue it beyond August 31, 2020.

By: [Signature]  
For: Orcas Education Association  
Date: 10/30/18

By: [Signature]  
For: Orcas Island School District  
Date: 10-30-18
The Orcas Island School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination:

Civil Rights Compliance Coordinator
Eric Webb
Orcas Island School District Superintendent
557 School Road
Eastsound, WA 98245
360-376-2284
ewebb@orcas.k12.wa.us

Section 504/ADA Coordinator
Title IX Coordinator
Don Johnston
Special Education Director
557 School Rcd
Eastsound, WA 98245
360-376-1562
djohnston@orcas.k12.wa.us