

**2010-2012  
COLLECTIVE BARGAINING  
AGREEMENT**

between the  
**ORCAS EDUCATION ASSOCIATION**  
and the  
**ORCAS ISLAND SCHOOL DISTRICT**

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**OEA COLLECTIVE BARGAINING AGREEMENT:  
September 1, 2010 through August 31, 2012**

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# **OEA COLLECTIVE BARGAINING AGREEMENT:**

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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**

Upon receipt of written authorization the District will deduct from the salary of members of the Association an amount equal to the fees and dues required for membership in the Association.

The dues deduction form and authorization shall remain in effect from year to year. Dues deduction forms must be delivered to the business office within thirty (30) days of the start of school, or within thirty (30) days of an individual's beginning date of employment.

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**D. Representation Fees**

No member of the bargaining unit shall be required to join the Orcas Education Association; however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association. The amount of the representation fee will be determined by the Association and transmitted to the District's business office in writing. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit. However, the obligation imposed by this section shall not apply to individuals who were employees of the District on June 30, 2001, and who were not members of the Association on the date this agreement was ratified by the parties.

Non-members shall not be required or allowed to make a political (WEA PAC or NEA PAC) deduction.

**E. 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. 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.

**B. 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.

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**C. 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.

**D. 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.

**E. 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.

**F. 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.

**G. 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.

**H. 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.

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**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.

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**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.

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**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 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.

**Step 4. Arbitration.**

If no settlement is reached in Step 3, the Association may request that the matter be submitted to an arbiter 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

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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. If the legislature changes funding for these days, the District's work year for employees will convert to the number of days on the State Allocation Model (SAM). Restored LID days funded by the legislature shall be designated on the calendar in the following manner:
  - a. First, one LID day shall be scheduled prior to the first day of school.
  - b. Additional LID day(s) shall be scheduled at each respective school site as determined by each school's site improvement plan in coordination with the District's strategic plan.
2. Any extension of the work year shall be compensated at a per diem rate of pay.

#### **B. Work Day**

1. Full Time Employees: The regular work day/work week for employees shall consist of one of the following: an average of seven and two-thirds (7-2/3) hours per day or two thousand three hundred (2300) minutes per week.

There shall be an uninterrupted lunch period that is thirty-five (35) minutes in length for each employee. No duties shall be assigned to the employee during his/her scheduled lunch period.

Effective September 1, 2011, 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.

2. Part-Time Employees

Effective September 1, 2011, the work day for part-time employees shall consist of their contracted FTE times seven (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, leave and insurance benefits 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.

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.

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

Employees will document the specific dates their preparation time is interrupted by either unscheduled parent conferences or covering classes for absent colleagues, as well as the specific amount of preparation time lost by such activities and, when the amount of time reaches 3.5 hours, will report this fact to the building administrator who will arrange for a mutually agreeable date for a half-day release for the affected employee. The half day release will be for on-site planning and preparation activities.

**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. Grade K-3 - 1 Teacher:23 Students
  - b. Grade 4-6 – 1 Teacher:27 Students
  - c. Grade K-3, multi-grade or combination classes – 1 Teacher:23 Students
  - d. Grade 4-6, multi-grade or combination classes – 1 Teacher:25 Students
  - e. Grade 7-12 – 1 Teacher:32 Students
  - f. ALE K-12 – 1 Teacher:35 Students
  - g. Special Education/ESA's – Staff shall meet departmentally to determine the most equitable division of workload.
    - Special Education Teacher Caseload – 1 Teacher: 20 students
    - Each Special Education staff member will have a minimum of two (2) release days available per year 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. **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 of \$500.00. For part time and secondary staff, this \$500 value will be prorated per FTE or class period.
  - b. **Overload Compensation**  
For those months the class size targets are exceeded during the school year, a \$500 per month overload payment. For part time and secondary staff, this \$500 payment will be prorated per FTE or class period.

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

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overload compensation is the selected remedy, the District shall provide the compensation within the same month as the overload calculation.

3. Guidelines 1-2 will apply, except for traditional large group performance classes such as music.
4. It is clearly understood that in the event class loads drop below identified counts described in 2.b. 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 comparable positions shall be equalized and balance shall also be maintained between all positions whenever possible.

**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 to their classroom, faculty room, work area and an outside door of their assigned building. Keys checked out to employees shall not be loaned to 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.

**H. Technology**

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.

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**I. Building Budget**

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:

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 status reports will be made available to staff at least monthly throughout the school year.

**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 shall arrange clock hours for all staff development sponsored by the District for which such clock hours can be pre-approved through the NWESD Program.

Funds for supplies and materials shall be made available each year from within the building budgets, pursuant to Section 2.1.H. 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. As an alternate model, and with a staff vote in support, the individual budget allocation may be pooled for collective use. 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, proper District purchasing procedures/timelines are followed, and the expenditure complies with state requirements.

**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.

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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 Spring Break,
- d. Holidays, as applicable,
- e. Placement of TRI Day(s),
- f. Placement and use of half-days,
- g. Schedule of elementary conference days,
- h. Placement of grading days and/or semester break,
- i. Designated snow days, up to ten (10), and the order in which they would be used, and
- j. 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.

4. Half Days

- a. There shall be ten (10) half days on the calendar. Half days are defined as release time for all students at noon. Use of 50% of the release days will be individually determined by the employee. Use of 50% of the release days will be determined by the employer, inclusive of two half days conference time.

**L. Compensation for Substitutes**

The term *represented substitutes* shall mean those who have been employed twenty-one (21) consecutive days or those who have been employed thirty-one (31) 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.

Represented substitute teachers who have been employed thirty-one (31) or more accumulated days in the current school year shall be paid \$125 per day for all full days beyond thirty (30). Two (2) half days will be counted toward accruing as one full day. Once this work standard is reached in any school year, this rate of pay will continue into the subsequent school year, provided, if during the subsequent school year the affected employee does not work at least 30 days, the rate of pay during the following year will revert to the casual substitute rate of pay.

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

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**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.

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- 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 and twenty-five (\$125) 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.

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**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.

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).

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- 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.

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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 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.

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**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:

- 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.

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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 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.

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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 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.

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- 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 "Evaluative Criteria for Teachers".

Criterion 3: Management of Special and Technical Environment

Each certificated support person demonstrates an 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.

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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 PROBATION**

**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.

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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.

**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 remediating said deficiencies. Such good faith efforts shall include the following:

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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 1<sup>st</sup> 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 15<sup>th</sup>, 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 15<sup>th</sup> 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 1<sup>st</sup>.
  - b. Determine, as accurately as possible, the total number of certificated staff known as of April 15<sup>th</sup> 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.

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- e. No later than May 15<sup>th</sup>, 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 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 31<sup>st</sup> 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. Leaves**

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

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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 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 any such person in the employment pool is qualified, notification from the District to such individual will be by certified mail sent to employee's last known address, or personal written contact by the Superintendent or his/her designee. Such individual shall have ten (10) days from date of mailing or personal written contact to accept the position, whichever shall occur first.
4. An employee in the recall pool shall maintain employment status with the District for two (2) years immediately following August 31<sup>st</sup> of the year the employee is laid off. Failures 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. Teachers in the employment pool will be notified of their eligibility for "permanent substitute status" within the sub-calling system. Employment pool teachers who indicate their interested in subbing will be guaranteed the opportunity and will be assigned "permanent substitute status".

**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.

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**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.

**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 regular mail or E-mail as far in advance of the date of the opening of any vacancy or new position as possible, but not less than two (2) weeks in advance unless an emergency vacancy occurs. During June, July and August, notices of vacancies shall be sent to the Association president by certified mail, and to all other employees via first class mail.
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.

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- 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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## **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.

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 State Salary Allocation Model (SAM) 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. Placement on the BA+135 column of the salary schedule is limited to those employees who have earned and reported prior to January 1, 1992.
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, but not designated on SAM shall trigger a reopener.

#### **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 392-121-257 will qualify for the employee's placement on the salary schedule.
4. Training  
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.

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**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 Orcas School District and the Orcas Education Association agree and affirm the following beliefs:
  - a. the success of the Orcas School District is dependent upon hiring and retaining the highest quality educators;
  - b. providing a quality education for students requires from educators a commitment to the profession beyond the base contract, normal workday hours and school year;
  - c. state law allows additional compensation for additional time, additional responsibilities or incentives (TRI);
  - d. the additional commitment required of Orcas' educators cannot be accurately measured in hours or days; and,
  - e. the time necessary to fulfill any one educator's responsibilities will vary from that of another educator as determined by the individual's own professional judgment.
  
2. Each employee shall be issued a supplemental contract in recognition of these additional responsibilities, the additional time required to perform them, and as an incentive to provide the additional services. The supplemental contract recognizes that employees will provide a professionally responsible level of service in the following areas which are above the basic contract:
  - a. Preparation for school opening;
  - b. Work connected with the conclusion of the school year;
  - c. Conferencing/communicating with students or parents;
  - d. Supporting school/student activities;
  - e. Providing individual help to students;
  - f. Evaluating student work;
  - g. Workshops, classes and in-service work;
  - h. Researching educational materials and supplies;
  - i. Improving and maintaining professional skills;
  - j. Preparation and revision of materials;
  - k. Planning with other employees in areas of instruction and curriculum;
  - l. Working with computers and other technology as related to educational uses; and
  - m. Attending District and/or school-related meetings.
  
3. Compensation for these duties 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). Employees will be compensated at 7.65% of their base contract (pursuant to SAM) for additional times, responsibilities and incentive in the 2010-2011 year, and 9.0% beginning in the 2011-2012 year.

In the 2010-2011 school year, employees will be required to attend two (2) locally funded TRI days. The use of one half of the first TRI day will be determined by the District and the use of one half of the day will be individually directed. The second TRI day will be individually directed time worked and documented between September 1<sup>st</sup> and August 31<sup>st</sup>.

Beginning in the 2011-2012 school year, employees will be required to attend four (4) locally funded TRI days. The use of the first two days shall be as defined in the paragraph above. The third and fourth TRI days shall be calendared according to 2.1.J and the use of the days shall be divided equally and designated as district time and individually determined collaboration time.

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Compensation for the TRI day(s) shall be included in the TRI salary schedule. 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.

TRI compensation above 7.65% is contingent upon the continued current level of legislative funding of the Alternative Learning Education program. In the event of elimination of such funding during the term of this Agreement the parties will meet to negotiate a reduction in TRI. Upon any reinstatement of such funding, any agreed upon reductions in this provision will be fully restored.

Staff not able to attend the locally funded TRI day(s), due to illness or bereavement, 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.

4. 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.

**E. 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 1/180th 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 (pursuant to SAM), 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 (11<sup>th</sup>) of each month through the tenth (10<sup>th</sup>) 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.

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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**

**A. General:**

The District shall remit insurance premium payments toward premiums of approved District group insurance programs in accordance with the provisions outlined herein.

**B. Enrollment:**

Annual open enrollment for employee group insurance programs shall be during the first thirty (30) days of the school year or as determined by the insuring company. The enrollment of newly employed employees shall begin with their employment and shall be completed within the time specified by the insuring company. The District's contribution to the premium payment for less than full-time employees shall be on a prorated basis equal to the full-time equivalency stated on the employment contract.

**C. Pooling:**

1. The District will establish a pool to pay toward insurance premiums for certificated employees for dental, vision, medical and other approved insurance programs. The total pool amount will be established by multiplying the full amount of the monthly allocation provided in the State Appropriations Act for group insurance times twelve months. For halftime (.5 FTE) or greater employees the cost of mandatory group insurance plans mutually-approved by the District and Association (dental, vision, long term disability and term life insurance) will be subtracted from the District contribution to the pool each month. Any remaining funds will be applied toward any mutually-approved medical insurance plan selected by the Employee. Any remaining portion of the insurance premium(s) will deducted from the employee's salary. Each year, the District shall provide a report to the Association identifying the pool amount and how it was distributed to employees. Pool funds will only be used towards the benefits of domestic partner(s) if permitted by law.

The District shall pay 100% of the monthly Health Care Authority retire subsidy (HCA), and shall not use any portion of the pool for the payment of the monthly HCA.

2. An employee whose spouse/domestic partner is also employed by the District and eligible for a District insurance contribution may, subject to the provisions of the applicable collectively bargained agreement(s), may combine spouse/domestic partner allocations for the purpose of a single insurance plan to offset the employee's out-of-pocket expenses for medical insurance premiums (e.g., the purchase of one "employee plus spouse plan" or the purchase of one "employee and child(ren)" plan or the purchase of one "employee and family" plan rather than two "employee only" plans). The unused portion of the combined insurance allocations shall be returned to the insurance pool(s). If the spouse/domestic partner is in a different insurance pool, one-half of the cost of the single insurance plan shall be charged to the insurance pool governed by this contract.

In order for an employee to access these provisions for a domestic partner, the employee must first complete and file the District's *Declaration of Domestic Partnership Form* (see Appendix I) or the applicable insuring company's Declaration of Domestic Partnership form. In addition, if the employee desires for this benefit to be tax deductible or to be included in Section 125 plans, the domestic partner must fulfill applicable Internal Revenue Service tax criteria or the employee will be taxed on the portion of the premium related to the domestic partner (see Appendix J).

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3. The District will make an additional monthly contribution to the insurance pool for each FTE included within the pool in the amount of: \$13.00.
4. Any portion of the employee's insurance allocations remaining after subtracting the cost of mandatory and medical insurance premiums will be pooled for the sole benefit of other employees with out-of-pocket medical insurance premium costs. In October of each year, this monthly pool amount will be calculated and then recalculated in March and June (for subsequent distribution adjustments). Each employee with allowable out-of-pocket costs will be credited with an equal dollar amount of the pool, per FTE, up to the total cost of the employee's out-of-pocket costs for premiums, or until the pool is exhausted, whichever comes first (commonly referred to as "pooling by rounds").

### **D. Approved Programs**

Approved insurance programs agreed to by the District and Association are:

1. Mandatory Coverage Options:
  - Dental – Washington Dental Service
  - Vision-Vision Service Plan
  - Long term disability – Cigna
  - Term life insurance - Unom –WEA
2. Optional Coverage Options:
  - Medical - WEA Select, Premera Blue Cross, Group Health Cooperative, Regence Blue Shield.
3. Other plans mutually agreed to by the District and the Association in writing during the duration of this Agreement.

### **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 further 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**

#### **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.

**OEA COLLECTIVE BARGAINING AGREEMENT:  
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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.

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**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 March 15 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**

Family and medical leave provisions as explained on the revised form "Information Regarding the Family Medical Leave Act" in Appendix H shall apply. 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 two (2) days of personal leave at full pay per year for personal leave. Employees are encouraged not to utilize personal leave on the first five (5) or last five (5) days of the school year. This leave must be requested twenty-four (24) hours in advance or have prior approval of the building principal. The employee shall not be required to state the purpose(s) of such leave.

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 qualified substitute is available to cover the absence of the employee. 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.

**OEA COLLECTIVE BARGAINING AGREEMENT:  
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An employee may cash out his or her unused personal leave days at the lowest substitute rate. Due to state law, employees covered by the TRS Plan I shall document seven and two-thirds (7-2/3) hours of additional service for each day cashed out. All personal leave cash out requests must be submitted to the Superintendent's office by the final day of school. 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.

**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. In those situations that require the employee to be on such a leave for more than three consecutive school days, the Chairman of the School Board shall be requested to meet and confer with the Superintendent on the situation.

**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.

**OEA COLLECTIVE BARGAINING AGREEMENT:**  
**September 1, 2010 through August 31, 2012**

**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 15<sup>th</sup> 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* by April 1<sup>st</sup> 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.

**OEA COLLECTIVE BARGAINING AGREEMENT:  
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5. Donating employees will complete a form titled "Transfer of Illness, Injury and Emergency Leave" 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.

# **OEA COLLECTIVE BARGAINING AGREEMENT:**

**September 1, 2010 through August 31, 2012**

## **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 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.

# **OEA COLLECTIVE BARGAINING AGREEMENT:**

**September 1, 2010 through August 31, 2012**

## **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, 2010 through August 31, 2012. 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:  
November 8, 2010

\_\_\_\_\_  
Anne Ford McGrath, OEA President

\_\_\_\_\_  
Lorena Stankevich, OEA Vice President

### **ORCAS ISLAND SCHOOL DISTRICT 137:**

Date ratified by the OISD Board of Directors:  
December 23, 2010

\_\_\_\_\_  
Barbara Kline, Superintendent

\_\_\_\_\_  
Janet Brownell, Chairman, Board of Directors

**OEA COLLECTIVE BARGAINING AGREEMENT:**

September 1, 2010 through August 31, 2012

**APPENDIX A**  
**Certificated Salary Schedule**  
**2010-2011**

K-12 Salary Allocation Schedule for Certificated Instructional Staff - 180 DAYS

<u>Years of Service</u>	<u>BA+0</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>BA+135</u>	<u>MA+0</u>	<u>MA+45</u>	<u>MA+90 or PHD</u>
0	34,048	34,968	35,920	36,875	39,939	41,913	40,820	43,885	45,860
1	34,506	35,439	36,403	37,400	40,496	42,459	41,274	44,370	46,332
2	34,943	35,884	36,859	37,933	41,020	43,004	41,731	44,818	46,802
3	35,393	36,343	37,329	38,437	41,518	43,549	42,164	45,243	47,276
4	35,834	36,826	37,818	38,964	42,064	44,110	42,618	45,718	47,765
5	36,290	37,287	38,288	39,498	42,586	44,673	43,080	46,169	48,256
6	36,759	37,734	38,769	40,039	43,113	45,211	43,552	46,626	48,723
7	37,582	38,572	39,621	40,960	44,079	46,235	44,438	47,556	49,713
8	38,787	39,831	40,905	42,355	45,516	47,751	45,832	48,994	51,228
9		41,135	42,262	43,765	46,999	49,310	47,241	50,477	52,788
10			43,635	45,247	48,524	50,913	48,724	52,003	54,390
11				46,772	50,121	52,557	50,249	53,599	56,034
12				48,249	51,761	54,269	51,835	55,238	57,748
13					53,440	56,024	53,476	56,918	59,501
14					55,128	57,844	55,165	58,716	61,322
15					56,563	59,349	56,599	60,242	62,917
16					57,693	60,535	57,731	61,447	64,174

## **OEA COLLECTIVE BARGAINING AGREEMENT:**

**September 1, 2010 through August 31, 2012**

### **APPENDIX A (cont.)**

- 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.
  - (b) “MA” means a masters degree.
  - (c) “PHD” means a doctorate degree.
  - (d) “Years of service” shall be calculated under the same rules adopted by the superintendent of public instruction.
  - (e) “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.

**OEA COLLECTIVE BARGAINING AGREEMENT:**

September 1, 2010 through August 31, 2012

**APPENDIX B  
Extra Duty Pay Scale**

All supplemental stipends in the schedule below shall be calculated at the per diem rate, based on the BA+0 cell of the Salary Allocation Model.

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 BA+0 cell:

<u>Position</u>	<u>Days</u>	<u>Annual Stipend</u>
Newspaper-Viking Voice	10	\$1891.50
High School Yearbook Advisor	10	\$1891.50
Choir Director	5	\$ 945.75
Band Director	5	\$ 945.75
Elementary Yearbook Advisor	4	\$ 756.60
Senior Class Advisor	6	\$1134.90
Junior Class Advisor	6	\$1134.90
Sophomore Class Advisor	2	\$ 378.30
Freshman Class Advisor	2	\$ 378.30
HS ASB Advisor	3	\$ 567.45
MS ASB Advisor	3	\$ 567.45
MS 7 <sup>th</sup> & 8 <sup>th</sup> Class Advisor	3	\$ 567.45
Elementary ASB Advisor	3	\$ 567.45
Ecology Club Advisor	6	\$1134.90
Key Club Advisor	6	\$1134.90
National Honor Society Advisor	2	\$ 378.30
Drama Coordinator	5	\$ 945.75
Enrichment Coordinator	12	\$2269.80
Vocational Director	15	\$2837.25

Senior Projects Director: 12 sub-days maximum per year (no stipend)  
OEA positions paid at \$189.15 per 7.66 hour day

**OEA COLLECTIVE BARGAINING AGREEMENT:**

September 1, 2010 through August 31, 2012

**APPENDIX C**

**TRI Schedule**

2010-2011

(calculated at 7.65% of the SAM in 2010-2011)

Step	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 DOC
0	\$2,605	\$2,675	\$2,748	\$2,821	\$3,055	\$3,206	\$3,123	\$3,357	\$3,508
1	\$2,640	\$2,711	\$2,785	\$2,861	\$3,098	\$3,248	\$3,157	\$3,394	\$3,544
2	\$2,673	\$2,745	\$2,820	\$2,902	\$3,138	\$3,290	\$3,192	\$3,429	\$3,580
3	\$2,708	\$2,780	\$2,856	\$2,940	\$3,176	\$3,331	\$3,226	\$3,461	\$3,617
4	\$2,741	\$2,817	\$2,893	\$2,981	\$3,218	\$3,374	\$3,260	\$3,497	\$3,654
5	\$2,776	\$2,852	\$2,929	\$3,022	\$3,258	\$3,417	\$3,296	\$3,532	\$3,692
6	\$2,812	\$2,887	\$2,966	\$3,063	\$3,298	\$3,459	\$3,332	\$3,567	\$3,727
7	\$2,875	\$2,951	\$3,031	\$3,133	\$3,372	\$3,537	\$3,400	\$3,638	\$3,803
8	\$2,967	\$3,047	\$3,129	\$3,240	\$3,482	\$3,653	\$3,506	\$3,748	\$3,919
9		\$3,147	\$3,233	\$3,348	\$3,595	\$3,772	\$3,614	\$3,861	\$4,038
10			\$3,338	\$3,461	\$3,712	\$3,895	\$3,727	\$3,978	\$4,161
11				\$3,578	\$3,834	\$4,021	\$3,844	\$4,100	\$4,287
12				\$3,691	\$3,960	\$4,152	\$3,965	\$4,226	\$4,418
13					\$4,088	\$4,286	\$4,091	\$4,354	\$4,552
14					\$4,217	\$4,425	\$4,220	\$4,492	\$4,691
15					\$4,327	\$4,540	\$4,330	\$4,609	\$4,813
16					\$4,414	\$4,631	\$4,416	\$4,701	\$4,909

2011-2012 TRI will be calculated at 9% of base contract and shall include four (4) TRI days.

**OEA COLLECTIVE BARGAINING AGREEMENT:**  
September 1, 2010 through August 31, 2012

**APPENDIX D**

**INVENTORY OF PERSONNEL FILE**

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

Item	Date	Signature
_____		
_____		
_____		
_____		
_____		
_____		
_____		
_____		

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 \_\_\_\_\_

**OEA COLLECTIVE BARGAINING AGREEMENT:**  
September 1, 2010 through August 31, 2012

**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:

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Observation Notes: (attach additional pages if necessary)

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Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Observer: \_\_\_\_\_ Date: \_\_\_\_\_

**OEA COLLECTIVE BARGAINING AGREEMENT:**

September 1, 2010 through August 31, 2012

**APPENDIX F**

**Orcas Island School District #137  
Evaluation Report - Classroom Teacher**

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

Professional Preparation and Scholarship \_\_\_\_\_

Knowledge of Subject Matter \_\_\_\_\_

Instructional Skill \_\_\_\_\_

Classroom Management \_\_\_\_\_

Handling of Student Discipline  
and Attendant Problems \_\_\_\_\_

Interest in Teaching Pupils \_\_\_\_\_

Effort Toward Improvement when needed \_\_\_\_\_

OTHER COMMENTS \_\_\_\_\_

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

Date \_\_\_\_\_ Employee \_\_\_\_\_

**OEA COLLECTIVE BARGAINING AGREEMENT:**

September 1, 2010 through August 31, 2012

**APPENDIX G**

**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 \_\_\_\_\_

# **OEA COLLECTIVE BARGAINING AGREEMENT:**

**September 1, 2010 through August 31, 2012**

## **APPENDIX H**

### **INFORMATION REGARDING THE FAMILY AND MEDICAL LEAVE ACT**

The Family Medical Leave Act of 1993 became effective August 5, 1993 and makes available to eligible employees up to twelve weeks of unpaid leave per year under particular circumstances that are critical to the life of a family.

#### **Which employees can take Family Leave?**

Any employee who earns sick leave is eligible for family leave. In addition there is a service requirement which includes at least 1250 hours over the previous twelve month period.

#### **Which events entitle an employee to Family Leave?**

Eligible employees are entitled to Family Leave in three situations:

1. The Employee's Serious Health Condition  
"Serious" is defined as conditions that require inpatient care or continuing treatment by a healthcare provider. Family Leave is not intended to cover minor illnesses or medical procedures that are normally of a few days duration. When medically necessary, the employee may take the Leave intermittently or on a reduced leave schedule.
2. The Birth of a Child, or Placement of a Child for Adoption or Foster Care  
Entitlement to Family Leave expires twelve months after the birth or placement of a child for adoption or foster care.
3. Caring for the Employee's Sick Child, Spouse or Parent  
The definition of these family members are meant to include most people for whom the employee has the responsibility of day-to-day care. When medically necessary, the employee may take the Leave intermittently or on a reduced leave schedule.

The definitions include:

- Biological, adopted and foster children under 18 years of age;
- Anybody under 18 who is treated as the employee's child, which might include the child of a spouse or domestic partner or a grandchild who lives with the employee;
- Disabled children of any age;
- Anybody who treated the employee as a son or daughter when the employee was under 18 years of age;
- Common-law husbands and wives;
- Parents-in-law;
- Children over 18 who are not disabled

If a husband and wife both work for the District, they can have only twelve weeks of Leave for birth, placement or caring for a sick parent, which they can split between them. However, both are entitled to the full twelve weeks for their own illness, or caring for a sick child or spouse. Situations that are not included in the above definitions will be handled on a case-by-case basis.

#### **How much Family Leave can be taken?**

The maximum twelve work weeks of Family Leave can be taken continuously, or, under certain circumstances, on a reduced leave schedule such as two days a week or intermittently. It cannot be carried over from year to year. The actual leave entitlement depends on the employee's regular work schedule. For instance, full-time employees who work five days a week are entitled to 60 work days of leave every year; employee's who regularly work 3 days a week are entitled to 36 days. Other part-time employee's would be prorated accordingly. After meeting the service requirement the employee is entitled to FMLA Leave on a "rolling" basis. That is, each time an employee takes an FMLA Leave, the remaining leave entitlement would be any balance of twelve weeks which has not been used during the preceding twelve months.

## **OEA COLLECTIVE BARGAINING AGREEMENT:**

**September 1, 2010 through August 31, 2012**

### **APPENDIX H (cont.)**

#### **Use of Available Leave Time:**

The employee may elect to use accrued sick and other paid leave prior to going on unpaid status. When requesting Family/Medical Leaves, the employee shall notify the District of his/her intentions regarding use of paid and/or unpaid leave.

#### **How is a Leave requested?**

If possible, employees must provide 30 days advance notice of intent to take Family Leave. For instance, an anticipated date of birth or adoption, or a medical treatment that is planned in advance. If 30 days notice is not possible, they should give as much advance notice as possible. The District may require medical certification. Use of a Leave Request form should be used for official notification.

#### **Health Benefits:**

The District will provide for the duration of the Leave the same health care coverage under the same conditions as during active employment. Should the employee not return to work after the Leave, except because of their own or a relative's serious health condition or another circumstance beyond their control, the District may recover its share of the premiums paid during the leave period.

#### **When Employee Returns from Leave:**

If the Leave does not exceed the maximum available under Family and Medical Leave, the employee is guaranteed return to the same position with the same benefits, pay and other terms of employment. Written notice should be sent to the District Office at least two weeks before the employee is scheduled to return.

#### **Special Rules for Teachers and Para-Educators:**

To minimize disruptions in the classroom, the law has special rules for teachers and other instructional employees such as para-educators in public schools.

Teachers and para-educators may not be able to take intermittent or reduced-scheduled leave for planned medical treatment that may take them out of the classroom for more than 20 percent of the time. In such cases, the employee may be required to take continuous leave for the entire treatment period depending on the nature of the medical condition and classroom needs.

Teachers and para-educators also may not be able to return from leave near the end of the school term. Depending on the timing and the reason for the leave, the District can require the employee to extend their leave and return at the beginning of the next term, rather than in the closing days of the current term.

**OEA COLLECTIVE BARGAINING AGREEMENT:**

**September 1, 2010 through August 31, 2012**

**APPENDIX I**

**Declaration of Marriage or Domestic Partnership**

**Section 1: Spouse**

I, \_\_\_\_\_, certify that \_\_\_\_\_  
Print Subscriber's Name Print Spouse's Name

And I were legally married on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month/ day/ year

**Section 2: Domestic Partner**

I, \_\_\_\_\_, certify that \_\_\_\_\_  
Print Subscriber's Name  
Print Domestic Partner's Name\_\_

and I established a domestic partnership beginning \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ and we meet the following criteria for a  
Month/ day/ year year

domestic partnership:

1. We have been domestic partners continuously for a minimum of six months;
2. We share the same regular and permanent residence;
3. We have a close personal relationship in lieu of a lawful marriage;
4. We have agreed to be jointly responsible for basic living expenses\*, as defined below, incurred during the domestic partnership;
5. We are not married to anyone;
6. We are each eighteen (18) years of age or older;
7. We are not related by blood as close as would bar marriage;
8. We were mentally competent to consent to a contract when the domestic partnership began; and
9. We are each other's sole domestic partner and are responsible for each other's common welfare.

\*"Basic living expenses" means the cost of basic food, shelter and any other expenses of the common household. You and your domestic partner need not contribute equally or jointly to the payment of these expenses as long as it is agreed that both are responsible for them. If requested, you should be able to provide at least three of the following as your verification of your joint responsibility (information should be dated to confirm eligibility at time of enrollment):

- Joint mortgage or lease.
- Designation of the domestic partner as primary beneficiary for a life insurance or a retirement contract.
- Designation of the domestic partner as primary beneficiary in the employee/covered member's will.
- Durable power of attorney for health care or financial management.
- Joint ownership of a motor vehicle, a joint checking account, or a joint credit account.
- A relationship or cohabitation contract which obligates each of the parties to provide support.

Subscribers are advised to consult an attorney regarding the possibility that the filing of this declaration may have other legal and/or financial consequence, including the fact that it may, in the event of the termination of the domestic partnership, be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for the purposes of establishing and dividing community property, assigning community debt, and for the payment of support.

**OEA COLLECTIVE BARGAINING AGREEMENT:**

**September 1, 2010 through August 31, 2012**

**APPENDIX I (cont.)**

**Section 3: Signature (required)**

It is understood that:

- This declaration shall be terminated upon death of the spouse or domestic partner or by change of circumstances attested to in this declaration.
- Employees will notify their personnel, payroll, or benefits office and retirees and Consolidated Omnibus Budget Reconciliation Act (COBRA)/self-pay members will notify the School District if the marriage has dissolved or the domestic partnership no longer meets all of the criteria attested to in this declaration within 60 days of a change.

We declare, under penalty of perjury, that the foregoing information provided by us is true and correct and that all provisions of this statement have been met. Washington State law may require disclosure of any information submitted as a public record.

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Subscriber's Signature

Social Security Number

Date

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Spouse or Domestic Partner's Signature

Social Security Number

Date

**OEA COLLECTIVE BARGAINING AGREEMENT:**

**September 1, 2010 through August 31, 2012**

**Appendix J**

**Declaration of Tax Status**

I, \_\_\_\_\_, have completed a *Declaration of Marriage or Domestic Partnership* form  
Print Subscriber's Name  
and have sworn that \_\_\_\_\_ is my domestic partner.  
Print Domestic Partner's Name

I understand my employer has a legitimate need to know the federal income tax status of my relationship. I understand that a domestic partner is considered an Internal Revenue Code (RC) Section 152 dependent only if each of the following requirements is met (does not affect your domestic partner's eligibility for coverage):

1. The domestic partner and I live together (share our principal abode) for the full taxable year, except for temporary absences for reasons such as vacation, military service, or education. In other words, my domestic partner and I must live together from January 1 through December 31.
2. The domestic partner is a citizen or resident of the United States.
3. The domestic partner receives more than half of his or her support from me. The rules for determining support are complicated and are more involved than just determining who is the "primary breadwinner." Enclosed is a worksheet similar to one the Internal Revenue Service (IRS) includes in its Publication 17 that you can use to determine whether you provide, or are expected to provide, more than half of your domestic partner's support.

**Please Note:** Even if the above requirements are met, an individual cannot be considered an IRC Section 152 dependent if the relationship violates local law.

Check one of the following boxes; **coverage is only available** if you check a box. Since the above is a summary of complex tax rules, we recommend you consult with your tax advisor regarding your specific circumstances. I declare that:

Yes, my domestic partner is, or is reasonably expected to be, my Internal Revenue Code Section 152 dependent for the 20\_\_ calendar year.

No, my domestic partner is not, or is not expected to be, my Internal Revenue Code Section 152 dependent for the 20\_\_ calendar year. As a result, premium contributions for my domestic partner cannot be taken on a pre-tax basis (under IRC Section 125), and the fair market value of the benefits my employer provides for my partner will be added to my taxable income.

Yes, my domestic partner's child(ren) as named below are, or are reasonably expected to be, my Internal Revenue Code Section 125 dependent(s) for the 20\_\_\_\_ calendar year.

Child(ren)'s name(s) \_\_\_\_\_

No, my domestic partner's child(ren) as named below are not, or are not expected to be, my Internal Revenue Code Section 125 dependent(s) for the 20\_\_\_\_ calendar year. As a result, premium contribution for my domestic partner's eligible family members cannot be taken on a pre-tax basis (under IRC Section 125), and the fair market value of the benefits my employer provides for my partner will be added to my taxable income.

Child(ren)'s name(s) \_\_\_\_\_

