

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
ORTING EDUCATION ASSOCIATION
AND
ORTING SCHOOL DISTRICT**

2021-2024

COLLECTIVE BARGAINING AGREEMENT	1
ARTICLE I - UNION SECURITY	1
A. Recognition.	1
B. Bargaining Unit Substitute Employees.	1
C. Provisions for Bargaining Unit Substitutes.	1
D. Association Rights.	2
E. Membership.	2
F. Membership Dues and Exemptions	3
ARTICLE II - MANAGEMENT RIGHTS	3
ARTICLE III - CLASSROOM CONDITIONS AND REQUIREMENTS	3
A. Class Sizes:	3
B. Special Education/ESA Caseloads:	4
C. Workload considerations for General Education Educators	6
D. Planning Time	6
E. Special Education Case Management	6
F. Contract Service Time	7
G. Additional Days of Work	8
H. Parent Conferences	9
I. Calendar	9
J. District Position Openings, Assignments and Relocations	9
K. Academic Freedom	10
L. National Board Certification	11
M. Professional Certification	11
N. Personnel Files and Complaints	11
O. Tobacco Use	11
P. Fingerprinting	11
Q. Staff Development	12
R. Principal's Designee	12
S. Special Education Committee	12
T. Classroom Supplies	12
U. Building Leadership	12
ARTICLE IV: EVALUATION OF CERTIFICATED STAFF	12
A. Philosophy	12
B. Application of Evaluation	13
C. Evaluative Procedures	14

D. Probation	15
ARTICLE V - NONDISCRIMINATION RIGHTS	15
ARTICLE VI - EDUCATOR CONTRACTS AND SALARIES	15
A. Contract	15
B. Salary	16
C. Longevity Step	16
D. Payment Policies	16
E. Experience Requirements	17
F. Education Requirements	17
G. Class Coverage	17
H. Co-Curricular Activities	18
I. Extra-Duty Supervision	18
J. State Funded Increases	18
K. Outdoor Education Camp Stipend	18
L. Mileage Rate	19
M. Library Preparation Time	19
ARTICLE VII - BENEFITS	19
A. Benefits	19
B. Employee Assistance Program	19
C. Automatic Payroll Deductions	19
D. Section 125 Benefits	19
ARTICLE VIII - LEAVE POLICIES	19
A. Leaves of Short Duration	19
B. Leaves of Long Duration	21
C. Sick Leave and Retirement Cash Out	22
D. Leave Sharing	22
ARTICLE IX - REDUCTION IN FORCE	23
A. Personnel	23
B. Administrative Procedures	23
ARTICLE X - DUE PROCESS	26
ARTICLE XI - EDUCATOR PROTECTION	26
ARTICLE XII - STUDENT DISCIPLINE	27
ARTICLE XIII - CONTRACT PERFORMANCE	28
ARTICLE XIV - GRIEVANCE PROCEDURE	28
A. Definitions	28
B. Procedure for Processing Grievances	28

C. Jurisdiction of Arbitrator	30
D. Time Limits	31
E. Accelerated Grievance Filing	31
F. Retaliation	31
G. Costs	31
H. Confidentiality	31
I. Settlements	31
ARTICLE XV - DISTRIBUTION OF CONTRACT	31
ARTICLE XVI- CONFORMITY TO LAW	32
ARTICLE XVII - TERM OF AGREEMENT	33
Appendix A 2021-2022 Salary Schedule	33
Appendix B 2022-2023 Salary Schedule	35
Appendix C 2023-2024 DRAFT Salary Schedule (subject to IPD)	35
Appendix D Grievance Forms	36
Appendix E Evaluation - Support Staff	37
Appendix F Evaluation Criteria - Support Staff	39
Appendix G Evaluation - 5D Comprehensive	40
Appendix H Evaluation - 5D Focused	44
Appendix I Evaluation - Inquiry Cycle	48

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into by and between the ORTING SCHOOL DISTRICT #344 (hereinafter referred to as "the District"), acting through its Board of Directors (hereinafter referred to as the "Board"), and the ORTING EDUCATION ASSOCIATION (hereinafter referred to as "the Association" or as "the Union"), all hereinafter referred to collectively as "the Parties." This Agreement is made in accordance with the laws of the State of Washington and the United States of America. All terms requiring particular definition shall be defined in the section where first used and that definition shall apply throughout the Agreement. All other words used in this Agreement shall retain their usual and accustomed meanings in accordance with Webster's Dictionary.

ARTICLE I - UNION SECURITY

A. Recognition.

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional certificated personnel, regularly employed by the District, whether under contract or on leave, and hereinafter referred to as "educators." This excludes the Superintendent, Assistant Superintendent(s), Executive Director(s), Principals and Assistant Principals. As used in this Agreement, the term "certificated personnel" shall include classroom educators, librarians, teaching specialists in special education, counseling, art, music, physical education, and reading educators.

B. Bargaining Unit Substitute Employees.

Certificated employees employed as casual substitutes shall not be considered to be "regularly employed". Substitutes who have worked thirty (30) or more days during the current school or preceding school year and who continue to be available for employment are regular part-time employees and are to be included in the bargaining unit, and further provided that those substitute educators who replace or are replacing an employee for twenty (20) or more consecutive days are also regular part-time employees and are to be included in the bargaining unit.

C. Provisions for Bargaining Unit Substitutes.

Provisions of this Agreement applicable to substitute employees included in the bargaining unit are:

1) Bargaining Unit substitute Daily Rates (effective January 1, 2022):

Daily substitutes:	Not less than \$175.00 per day
--------------------	--------------------------------

Certificated retirees who become substitutes	Not less than \$200.00 per day
--	--------------------------------

Substitutes working 20 or more consecutive days in the same assignment:	Per Diem starting on the 21 st day
---	---

2) The District will annually survey neighboring school districts within our labor market to determine the average substitute daily rate. The current rate of pay will be listed on Schedule A (i.e., salary schedule) within the appendices. To support recruitment and retention efforts, the District will adjust the daily substitute rate of pay periodically to remain competitive.

3) Article I - Union Security (applicable only to substitute educators who replace or are replacing an employee for twenty (20) or more consecutive days.)

4) Article III - Classroom Condition and Requirements
E.1.b - Length of School Day
E.1.c. - Lunch Period

J. - Academic Freedom

- 4) Article V - Non - Discrimination Rights
- 5) Article XI - Educator Protection
- 6) Article XII - Student Discipline
- 7) Article XIV - Grievance Procedure

D. Association Rights.

Rights granted to the Association are provided in order to facilitate student education efforts of both the Association and the District. Exercise of these rights shall not result in direct additional cost to the District.

- 1. The Association representatives and members may use District buildings for Association business and meetings.
- 2. Duly authorized representatives of the Association and like affiliates may transact official Association business on school property at times which are convenient to the District and which do not interrupt or interfere with District-planned school operations or activities.
- 3. The Association may use District facilities and equipment at times convenient to the District and which do not interfere with District-planned school operations or activities. Costs of materials consumed will be borne by the Association.
- 4. The Association may use educator bulletin boards for posting of notices relative to Association concerns, as well as use educator mailboxes and electronic mail for communication with educators consistent with District Policy and usage guidelines. Materials posted or distributed through mailboxes will have the date and the name of the individual posting, or the organization publishing such materials. A copy of publications distributed through the mailboxes or District e-mail will be provided to the building principal. A copy of publications distributed through the mailboxes or District e-mail and originating from the OEA office will be provided to the Superintendent or his/her designee. The Association use of bulletin boards, educator mailboxes, and electronic mail is limited to official, Association business and shall not be related to any unlawful activity including lobbying or political campaigning.

E. Membership.

- 1. Each month the District will send the Association all money deducted for dues accompanied by a list of names of those employees from whose pay warrants the deductions have been made.
- 2. Staff hired by the District shall make a determination to join the Association and pay membership dues or to not join the Association. Staff who properly submitted a Declaration of Exemption From Deduction of Dues shall continue to be exempt until they voluntarily join the Association.
- 3. Membership Dues Deductions. Within thirty (30) calendar days from their first working day of the school year, staff covered by this Agreement may elect to sign and deliver to the District an authorization of Dues Deduction form. Authorization shall continue in effect until a request of revocation is submitted to the Association, signed by the staff member, and received within ten (10) working days from the first working day in September of the designated school year for which revocation is to take effect. The Association will forward the revocation to the District Business Office within ten (10) working days. It is the staff member's responsibility to properly notify the Washington Education Association (WEA). At the beginning of the

school year, the Association agrees to provide the District with the names of those certificated staff members who have joined the Association and have paid their dues and assessments by a means other than through payroll deductions.

4. Hold Harmless. The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of the Association dues.

F. Membership Dues and Exemptions

1. Before September 15 of each school year, the Association shall give written notice to the District of the dollar amount of annual dues (including special assessments required by the Association, including affiliate dues).
2. For those electing membership, a deduction shall be made from each monthly pay warrant in twelve (12) equal amounts for dues.

Staff who begin work after the September pay period shall have deducted from each monthly pay warrant an amount equal to a prorated share of the balance remaining from the annual rate for dues through the August pay period of the first year of employment.

ARTICLE II - MANAGEMENT RIGHTS

It is the intention of the District and the Association that the rights, powers, authority and functions of management, as granted by law, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain exclusively vested in the District except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement.

ARTICLE III - CLASSROOM CONDITIONS AND REQUIREMENTS

A. Class Sizes:

1. The District and the Association both recognize the importance of class size as a factor in student learning. The District will work to limit an employee's class size to the maxima applicable to the employee and listed below:

Enrolled students per class:

SE	15 FTE Students
SE Self Contained	12
K - 3	24
4 - 5	28
6 - 12	140 students in a day or one class with 32.
PE	185 students in a day or one class with 42.
Combined Health/Fitness classes	170 students in a day or one class with 37.

Only traditional classes will be considered in determining the correct schedule, e.g., enrichment, flex or “advisory” periods will not be considered.

Performance-based secondary Music, Choir and Band shall be excluded from the above maxima.

2. Class Size Remedies

When a class exceeds the numbers listed above, the principal, a union representative and the affected staff members shall meet to review and discuss the menu of options identified below and collaboratively determine the most appropriate support. Class sizes will be assessed three times a year on the following dates to determine eligibility for prospective overload assistance:

- October 1
- Ten days after the start of the second semester
- Ten days after the start of the third quarter

Such resolution shall be implemented within fifteen (15) days of occurrence of the overload. Available overload options are:

1. Balance classes;
2. Provide paraprofessional time for the classes that are overloaded;
3. Create split subject of grade level classes;
4. Create additional sections;
5. Provide a substitute to assist teacher or give release time as long as the need exists;
6. Any other creative solution agreeable to the affected teacher and principal; or
7. Overload compensation. Compensation will be computed by multiplying each enrolled student in excess of the maximum by \$15.00 per day for each day the class size remains above the maximum OR \$3.00 per period at the secondary or \$1.50 for each 30-minute block at the elementary each day for each class size remaining above the individual maximum.

Overload compensation shall cover the period of October 1 to the end of the first semester, from the second assessment date through the ninth day of fourth quarter, and from the third assessment date, which is the tenth day of fourth quarter, to the end of the school year, as applicable.

The superintendent or designee must approve any hiring of staff.

3. Safety Limits on Class Size

Secondary employees assigned to a laboratory or shop class will inform his/her immediate supervisor if the employee believes that safety standards have been violated by the number of students assigned. The District will take appropriate action to remedy the safety issue and notify the employee of its decision within ten (10) work days of being informed of the concern.

4. Double Levy Failure

In the event of a double levy failure, class size language will be set aside until the next successful levy passage becomes effective. The parties agree that an interim bargaining of class size for the duration of the double levy failure shall occur when such a request is made.

B. Special Education/ESA Caseloads:

Resource Room

29 (caseload) P-12

- a. Prior to the start of school, ESAs and special education employees will be provided caseload lists. The District will make a good faith effort to equitably distribute the workload with regard to the placement of special need students. On a monthly basis, caseload lists will be reviewed for each employee, beginning in October. The students for each employee will be totaled inclusive of those students who have current IEPs or Evaluations. For the purposes of this Agreement, “caseload” refers to current IEPs or Evaluations only.
- b. Recognizing that the work of Special Education/ESAs differs dependent upon assignment and that there may be times when additional hours of work may be required beyond that covered by the regular work day and professional responsibilities under Section 6.B.3, the parties agree as follows:
 - i. Secondary counselors may work an additional ten (10) days per year for duties outside of the regular school year.
 - ii. Elementary counselors may work an additional two (2) days per year for duties outside of the regular school year.
 - iii. School psychologists may work an additional nine (9) days per year for duties outside of the regular school year.
 - iv. Special education teachers, who serve in a role other than resource teacher, may work an additional seven (7) days per year payable at per diem for duties outside of the regular school year
 - v. Speech and Language Pathologists may work an additional four (4) days per year for duties outside of the regular school year.
 - vi. Occupational Therapists/Physical Therapists may work an additional four (4) days per year for duties outside of the regular school year.
 - vii. District Registered School Nurses may work an additional six (6) days per year for duties outside of the regular school year.

Such time within the above section must be preapproved by the Executive Director for Student Support Services and designed in conjunction with the building principal. This time will be paid at per diem, recorded on a timesheet, and submitted for processing by the employee by August 31.

- c. When an employee believes that workload is excessive, the following procedures shall be followed:
 - i. The certificated employee expresses a concern about his/her workload to his/her building administrator and the Executive Director for Student Support Services.
 - ii. The certificated employee, the administrator, and the Executive Director for Student Support Services shall try to reach a mutually agreeable solution. It may be necessary to confer with other educators or administrators.
 - iii. The parties shall confer and develop a plan of action within five (5) working days. The parties shall initiate a plan of action within six (6) working days of said conference.
 - iv. Options to consider for a plan of action may include, but are not limited to:
 - 1. One-day substitute per month for planning and report writing;
 - 2. Pay to the employee the equivalent to the cost of one day of substitute time per month;

3. Instructional support for the classroom (one time only, evaluated on or before the 19th day of implementation);
4. Additional equipment, supplies, and materials or funds to support individual professional development;
5. Opportunity for mentoring;
6. Other mutually agreed upon solutions.

C. Workload considerations for General Education Educators

- a. Prior to the start of school, building principals will supply general education educators with class lists, including identification of students who have IEPs, Learning or Behavior plans, or evaluations.
- b. A general education educator may make an appointment with his/her building administrator at a mutually agreeable time to discuss concerns regarding his/her student workload.
- c. After October 15, the following procedures shall be followed when a general education educator believes his/her workload is or will be excessive:
 - i. The general education educator expresses a concern about his/her class or caseload size to his/her building administrator.
 - ii. The general education educator and the building administrator shall try to reach a mutually agreeable solution. It may be necessary to confer with other educators, administrators, or the appropriate Executive Director(s).
 - iii. The parties shall confer and develop a plan of action and timeline for implementation within ten (10) working days.
 - iv. Options to consider for a plan of action may include, but are not limited to:
 1. Instructional support for the classroom; (one time only, evaluated on or before the 19th day of implementation);
 2. Additional equipment, supplies, and materials;
 3. Support for individual professional development and/or mentoring;
 4. Time for collaboration with Special Education or other staff;
 5. Time for documentation of accommodations;
 6. Support for testing accommodations;
 7. Time and/or assistance in modifying assignments, development of behavior plans, or development of materials for modifications;
 8. Other mutually agreed upon solutions.

D. Planning Time

All staff will have no less than 225 minutes of planning time, per-week, organized around each building's instructional period schedule. At the elementary level, planning time will include specialist and recess time. The intent is for the 225 minutes per week of elementary planning time to allow up to 45 minutes per day, with 30 minutes of the allocated time to be consecutive and 15 minutes unfettered. Not more than one (1) day per regular work week will be without planning time. At the secondary level, planning time will be equivalent to a single instruction period. For partial weeks, planning minutes will be adjusted proportionately.

E. Special Education Case Management

The parties mutually agree on the following as elements of case management to be conducted throughout the workday, including during the case management period. These elements include:

- Specially Designed Instruction Support: Monitor and adjust the delivery of specially designed Instruction (SDI). This may include monitoring and implementing accommodations, modifications and related services by general education teachers, special education teachers and paraeducators.
- Student Assessment and Data Collection: Collect, maintain, and summarize student performance data. This includes establishing baseline data, and a systematic and ongoing review of each student's attendance, discipline, social-emotional skills and academic grades.
- Student Support Coordination: Coordination of special education services, progress monitoring and reporting, behavioral/social-emotional assessments, manifestation determinations, functional behavior assessments, behavior intervention plans and safety plans. This also includes establishing and maintaining regular contacts with students and parents/guardians to review progress and goal setting.
- Paraeducator and Related Services Support and Coordination: Working with and alongside paraprofessionals to implement and monitor the student support, training, and planning for one-to-one and small group support. This would include implementing a communication system with related service providers, general education teachers, paraeducators and parents.

Special Education Resource Teacher Case Management Time: Special education resource teachers will have daily case management time equivalent to a single instructional period at the secondary level and up to 45 minutes at the elementary level. For partial weeks, case management time will be adjusted proportionately.

Note: The "Case Management Time" can be considered and utilized for observational data towards teacher professional growth goal setting and student growth goal setting.

F. Contract Service Time

1. Time

- Length of Contract. educators shall be employed for one hundred and eighty (180) days.
- Length of School Day. The educator instructional workday shall be seven and one-half hours (7 1/2) including a thirty (30) minute duty free lunch period. The instructional work day shall begin not less than one-half hour prior to the scheduled start of the student day and end not less than one-half hour after the latest scheduled student dismissal in the building of their last class.
- Lunch Period. educators' schedules shall include no less than thirty (30) continuous minutes for lunch. An additional five (5) minutes shall be scheduled either before or after the lunch period to allow educators time to leave and/or return to their classrooms.
- Inclement Weather/Emergency Closure Procedures. If a school closure is announced less than two hours prior to the employee's required contract start time and the employee reports to work, the employee will be paid two hours at the employee's per diem rate.
- Staff Meetings. Building principals will coordinate and establish a day of the week for building staff meetings. The total number of minutes allotted for staff meetings in a single school year is nine hundred (900). Individual building staff will provide input into the number of weekly meeting times each month, such that some meetings may be consolidated into longer, more useful, blocks of time. Members will not be required to attend staff meetings totaling more than 90 minutes at any one time.-No more than six hundred (600) minutes per year may be scheduled outside of the employee's normal work day.

- f. Collaboration.
Collaboration time held on regularly scheduled early dismissal days will begin 30 minutes after student dismissal. The purpose of this time is for group professional development and introduction or implementation of initiatives, which promote student achievement, align with the mission, vision, and goals of the district, and support School Improvement Plans (SIP). Utilizing advisory level staff input, each building will develop a yearlong calendar that aligns to this purpose including dates, proposed uses, and topics. This calendar will be communicated to staff prior to fall conferences. The calendar will contain a rotation, which includes district and building specific work each month. It is recognized that some adjustments to the yearlong collaboration calendars will be made periodically, as needs arise, so that the schedule reflects the authentic work of the school and district.
- g. As a professional, staff may be asked to attend activities outside the workday in an effort to support school culture and building programs. Administrators will strive to notify staff at least 30 days in advance.
- h. Due to the critical nature of evaluative conferences within the evaluation framework, evaluators may meet with educators during planning time and before and after the school day. Effort will be made to meet outside of planning periods, however, a reasonable amount of time may be required to complete the evaluative inquiry cycle with integrity. If the employee believes that the amount of intrusion upon planning time is excessive, he or she may request a meeting with his or her supervisor, a union representative and the assistant superintendent or designee, to discuss the meeting frequency.

G. Additional Days of Work

1. District Enrichment Workdays

Certificated employees will work on four (4) District directed enrichment days as follows:

One (1) day before the start of the school year will be used for District in-service.

One (1) day before the start of the school year will be used for building-level in-service.

One (1) day before the start of the school year will be used for professional development.

One (1) day during the school year will be used for professional development.

The Schedule A salary schedule in the appendices lists the associated salary amount for the above work days.

2. Enrichment Day Attendance

The District and the Association agree that participation in enrichment days is an important part of District learning. Attendance at enrichment days is required, subject to the leave requirements of Article VIII. Employees who are on approved leave on these days are responsible for acquiring the information from a colleague or administrator.

H. Parent Conferences

Each building will determine by advisory decision how they will hold their conferences and communicate this to staff one (1) month prior to the start of conferences.

I. Calendar

The Association may vote on a minimum of three (3) proposed calendars developed by the District in consultation with the Association. The preference of the Association will be given consideration by the School Board provided that the Board will have final authority to determine the school calendar. The Board will adopt one of the calendar choices presented to the Association for voting.

J. District Position Openings, Assignments and Relocations

Procedures and Notice

1. All assignments or relocations of educators shall be made at the direction of the superintendent.

2. Position Posting

Notices of unit openings will be posted on the District website for the District for not less than five (5) working days. Each notice will contain a description of the position, specific open and targeted closing dates, and specific contract type.

Additionally, the District may open and maintain applicant pools for unit positions. Applicants may apply for either the specific position noted as open or apply for openings which may occur in the future. Qualified candidates will be drawn from both the applicant pool and the specific posting.

3. Parties agree to add recruitment/selection language clarity and definitions by August 15, 2022.

4. Voluntary Assignment

When a vacancy is known for the following school year by June 1, the principal shall notify all building staff of the vacancy and may reassign within the building staff interested in a different assignment prior to the posting of the vacancy (Section I, 2)

5. Involuntary Relocation or Reassignment

- A. The educational welfare of students shall be an important consideration for all relocation and reassignment decisions. It is also recognized that alternatives to involuntary relocation and reassignment are generally more effective.
- B. In February of each year certificated staff may request consideration for re-assignment or relocation to other positions in the district for which they are qualified. These requests will be reviewed prior to the implementation of the involuntary transfer process.
- C. All involuntary relocations or reassignments of employees will be made after conferring with the employee and applicable principal concerned. Voluntary reassignments or relocations of other qualified educators will be given consideration prior to an involuntary transfer.

- D. Prior to implementation of an involuntary reassignment or relocation, employees will be given specific rationale for the change.

The following factors (not in order of priority) will be taken into consideration regarding the district's decision to implement an involuntary reassignment or relocation:

- district/building priorities
- program needs
- the employee's qualifications and endorsements per state and federal requirements
- recent teaching experience or assignment
- the seniority of the employee to be involuntarily transfer

- E. After conferring with the employee(s) involved and in keeping with the best interests of the educational program of the District, the involuntary reassignment or relocation process will be implemented by the superintendent in consultation with the respective building principal.

- F. As a part of the reassignment or relocation conference, the District will discuss with the employee those areas of the assignment in which the employee may feel inadequately prepared and the District will try to provide support in these areas. If the reassigned or relocated educator disagrees with the new assignment or relocation, he/she may request a meeting with the Superintendent and respective building principal within ten (10) working days to present an argument in opposition to the involuntary assignment or relocation.

- G. Except in case of emergency, any employee reassigned or relocated will be notified of the new teaching assignment by June 15.

- H. In the event any employee is involuntarily reassigned and/or relocated as to effect a change of fifty (50%) per cent or more of said employee's duties, he or she shall receive one additional day's per diem pay. Such additional day shall be paid once per change (reassignment and/or relocation) and shall not continue from year to year as additional compensation.

K. Academic Freedom

1. Academic freedom is guaranteed to educators, and no special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world and other branches of learning, subject to accepted standards of professional responsibility and provided the topic presented aligns with the District mission, vision, curriculum and state standards appropriate for the grade level or content area.
2. Professional responsibility includes a commitment to democratic tradition, a concern for the welfare, growth, and development of children, an insistence upon objective scholarship, and a limitation of the scope of classroom activity to those areas relevant to the subject matter of the course being taught.
3. No mechanical or electronic device, by means of which a person shall be able to listen to or record the procedures in any class, shall be installed in any classroom or brought in to any classroom on a temporary basis without the knowledge of the instructor.

L. National Board Certification

The District will allocate \$5,000 annually to encourage employee participation in the National Board Certification Program components.

The District will reimburse individual employees up to \$2,000 for registration and component fees over a five (5) year period, on a first come, first served basis. Employees will provide verification to the District of component(s) submission by August 1. As an alternative to reimbursement of fees, the District may arrange to pay fees directly to an institution on behalf of the employee.

Educators may apply for this National Board Certification Incentive more than one time; however, preference will be given to those seeking initial certification.

M. Professional Certification

Employees enrolled in the Professional educator Certificate (ProTeach) program are eligible for up to two (2) days of substitute time each year as approved by the employee's immediate supervisor.

N. Personnel Files and Complaints

- 1) educators shall be permitted access to their official personnel files.
- 2) If derogatory materials, not including evaluations, are placed in an educator's file, the employer will meet with the affected educator and the educator will initial the material to indicate receipt of such material.
- 3) The educator may enter a response to any entries.
- 4) Upon educator request, copies of the documents contained in the official personnel file may be made available to the educator.
- 5) The District will notify the employee of the complaint within ten (10) working days of the decision to act upon the complaint. The employee will be given the opportunity to provide written information regarding the complaint.
- 6) A working file on each educator may be kept by a principal or supervisor, provided that the file is open to review by the educator upon prior request. The educator may make copies of any materials held in the working file.

O. Tobacco Use

It is understood and agreed that Certificated employees will adhere to state law and district policy which prohibits the use of any tobacco, e-cigarettes and/or alcohol products in school district buildings or on school district property.

P. Fingerprinting

The District shall require fingerprinting of all certificated employees whose fingerprint clearance is not visible within the OSPI database. Such fingerprinting shall occur without cost to any such transferring employee.

Q. Staff Development

1. For each year of this Agreement, \$15,500 shall be allocated by the District on an FTE basis to the Elementary, Middle, and High School Buildings, to be disbursed at each of said buildings on the basis established and agreed upon between the Principal and certificated employees assigned to the respective building. The District will provide staff development opportunities: e.g. study groups, class coverage, and coordinated planning time when possible, summer institutes, and other activities.
2. Educators new to the District are required to attend a District meeting to cover state required training issues and an orientation to the District and will be paid at the professional responsibility rate for these hours.
3. The District believes one approach for beginning educators to experience success, and for educators to set their students up for success, is when they have the opportunity to participate in a mentorship program. During the 2017-18 school year, the District and Association established an advisory committee to create a mentorship program. The established mentorship program includes a minimum of two (2) educator release days for mentor/mentee support to occur within the contract year.

Every effort will be made by the District to participate in the State approved mentor training program annually. The District will continue to apply for the Beginning Educator Support Team (BEST) Induction program grant or similar, as available. If awarded, the advisory committee must develop a program within the mentoring standards of the established program.

R. Principal's Designee

When the building principals are scheduled to be out of the district, he/she will appoint a designee to deal with student discipline problems. Such designee will not be required to perform both classroom duties and office related discipline at the same time.

S. Special Education Committee

A District designee will meet with special education educators by October 1st of each year to review changes in laws, policies, or procedures applicable to the District special education program. Additional meetings may be scheduled based upon needs identified by the educators and the District.

T. Classroom Supplies

Administrators at each school site will brief all staff on procedures for accessing building budgets for classroom supplies.

U. Building Leadership

Each school will designate 5% of its building budget for the use as building leadership stipends. The distribution of these funds will be designated by the principal and decided in conjunction with the staff in each building.

ARTICLE IV - EVALUATION OF CERTIFICATED STAFF

A. Philosophy

The Orting School District and the Association believe that continuous learning and professional growth and development are inherently valuable to professional improvement and performance and subsequently to student learning.

Strengthening the capacity of teachers toward identifying and addressing the learning needs of students leads to better instruction and increased learning for all students. Evaluation should be an ongoing process toward improving teacher efficacy which involves building from existing strengths and identifying any areas of needed improvement. The interaction between the teacher and evaluator should address both of these areas with a focus on growth. The 5D Instructional Framework and the 5D+ Instructional Rubric are growth-oriented tools that provide the foundation for identifying and addressing needs while promoting teacher growth in our evaluation process.

In the spirit of the evaluation standards, the parties agree to maintain an Educator Growth and Evaluation committee for the duration of this Agreement for the purpose of continuous conversation related to the evaluation of certificated staff. Annually, the committee will review the contract language related to the evaluation of certificated staff and recommend any needed changes or updates.

B. Application of Evaluation

All certificated personnel in the Orting School District shall be evaluated by the building principal or their designee, in whose building the staff member is assigned for instruction or supportive educational services. (See Appendices D through G.)

1. The term “instructional staff” and “educator” mean a certificated employee who provides academically focused instruction to students and holds one or more of the teaching certificates pursuant to law.
2. The term “certificated support staff” means a certificated employee who provides instructional support such as counseling, nursing, specialists, deans, and educators on special assignment.
3. The term “annual evaluation” means the completed forms used in the evaluative process of an individual certificated staff member to include both the TPEP forms or Certificated Support Staff Evaluation form; whichever is applicable.
4. State Criteria and Framework:

The state evaluation criteria are:

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

The parties have agreed to use the approved instructional framework of CEL 5D+ for the evaluation of instructional staff. Staff identified as certificated support staff will be evaluated using the Certificated Support Staff Evaluation Form.

Comprehensive and Focused Evaluation: All instructional staff on a comprehensive evaluation must be evaluated on an evaluation of all eight TPEP evaluative criteria (Appendix F) or using the Certificated Support Staff Evaluation Form (Appendix D). Instructional staff on a focused evaluation must be evaluated on at least one of the TPEP criterion of 1 through 6. In addition, the focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3 or 6 is selected, evaluators will use the accompanying student growth rubric. If criterion 1, 2, 4, 5 or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics. Certificated support staff will be evaluated using the Certificated Support Staff Evaluation form (Appendix F).

Scoring. Each criterion shall be rated based on the scoring bands adopted by OSPI. If there is a dispute between the evaluator and the employee regarding the rating, the employee shall have an opportunity to submit additional evidence within three days of the final summative conference. The final decision is the responsibility of the evaluator.

The district and union agree to incorporate the most currently adopted Student Growth Goal rubrics as a method to promote instructional practice that is designed to be culturally responsive, socially and emotionally literate, and inclusive of all students.

C. Evaluative Procedures

The following procedures will be employed for the evaluation of certificated personnel.

1. Key Dates

September 15 (or within 15 school days of hire):	Distribution and explanation of evaluative criteria, indicators and procedures.
October 15:	Earliest date for probation pursuant to RCW 28A.405.100.
December 15:	Deadline for evaluator to move a certificated staff member from focused to comprehensive evaluation in writing (pursuant to RCW 392-191-120). This requires an in-person conversation followed by notification in writing before moving a staff member from focused to comprehensive before the deadline.
May 15:	Notification of nonrenewal deadline (pursuant to RCW 28A.405.210).
June 1:	Certificated staff members shall receive their Annual Evaluation. Copies of the signed Annual Evaluation must be sent to the staff member, building principal and superintendent.
2. The evaluative criteria, indicators and procedures shall be distributed and explained to certificated staff by September 15, or within fifteen (15) school days following hire for those employed after September 15.
3. Observation cycles, including self-assessment, pre-inquiry conference, inquiry and post-inquiry conference will follow the Cycle of Inquiry model (Appendix H). At least one post-inquiry conference will include an opportunity for the employee to present evidence to the evaluator for consideration in the final evaluation.
4. Each certificated staff member shall be observed in the course of professional performance at least two times for a minimum annual total of sixty (60) minutes.

5. Within the sixty (60) minutes required above, employees in their first year in the District shall be observed at least once for a minimum total of thirty (30) minutes during the first ninety (90) calendar days of employment. Certificated staff in their third year of provisional status shall be observed at least three times for a minimum annual total of ninety (90) minutes.
6. Certificated staff members shall receive their Annual Evaluation by June 1st. Copies of the Annual Evaluation Summary and its attachments shall be signed by the staff member and evaluator and copies distributed as follows: one to the staff member, one to the building principal, and one to Human Resources by June 1.
7. When an evaluator makes the decision to move a certificated staff member from a focused evaluation to a comprehensive evaluation on/before the December 15 deadline, the evaluator will first engage in a 1:1 in-person conversation, which will then be reiterated to the employee in writing by email or memo. The district will follow the same notification process in the event there is a change of evaluator.

The district recognizes that employees may also request the opportunity to shift from a focused to a comprehensive evaluation to foster structured support and teacher growth.

8. The evaluative criteria and procedures are not subject to the grievance procedure.

D. Probation

Probation of any employee will be conducted in a manner consistent with RCW 28A.405.100.

ARTICLE V - NONDISCRIMINATION RIGHTS

- A. The District provides equal opportunities in education and employment. The District does not discriminate on the basis of race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability in its programs and activities, and provides equal access to the Boy Scouts and other designated youth groups.
- B. There shall be no unlawful discrimination against any educator in respect to assignment, promotion, or condition of work due to high position on the salary schedule, other professional factors being equal.

ARTICLE VI - EDUCATOR CONTRACTS AND SALARIES

A. Contract

1. Individual employee contracts for classroom teaching assignments will conform to applicable laws, regulations, rules, and policies. Annual contracts may be issued for the next school year at any time after (a) ratification of a new collective bargaining agreement, or (b) June 30 of the current year, whichever occurs first.
2. Supplementary contracts for special assignments will conform to applicable laws, regulations, rules and policies. The District will advise educators as soon as is practical of any intended change for the subsequent school year.

B. Salary

1. Educator salaries are as shown on the salary schedule, attached as Appendices A, B and C for each respective year. Each salary schedule includes base salary, Enrichment Days, and a Technology Stipend. All employees, without exception, shall be placed on the Salary Schedule, prorated by his/her assignment FTE. Base salary includes pay for professional responsibilities associated with the role of an educator (e.g., classroom setup, student support, conferencing, communicating with parents and students, supporting student activities, attending IEP meetings, use of technology, educator growth and evaluation work, participating in professional learning committees, grading).

2021-22: Implicit Price Deflator (IPD) plus 4%, retroactively applied to base salary as of September 1, 2021

2022-23: 3.1% or IPD, whichever is higher, will be applied to base salary

2023-24: IPD, plus 2% will be applied to base salary

Staff will be committed to providing students with a technology rich learning environment through digital citizenship, media literacy, and integrating technology into teaching and learning. Employees will strive to progress in technological mastery from Entry to Engaging to Proficient skill levels to support student success.

2. Co-Curricular supplemental contract salaries are located within the OSD/OXA CBA.

Additionally, due to the nature of the work of ESAs, these employees may have different duties included within this section including, but not limited to, health plan development and record maintenance, counseling records, CPS referrals, etc.

3. The District will compensate employees for District authorized special project work that is in addition to regular contractual duties. Employee compensation for said authorized curriculum and/or instructional program development shall be paid the professional rate, which is eighty percent (80%) of per diem.
4. Covid retention stipend - One-time retention payment in the gross amount of \$1,000 per active OEA employee, payable to each individual in the month following implementation of the agreement.
5. Educational Staff Associate Salary Placement - All Educational Staff Associates (ESAs) shall be placed on the salary schedule based upon total years of verified professional experience aligned with their district position of hire. Years of verified experience that required professional certification, whether in the public sector or in private practice, shall be honored on a one-for-one basis.

C. Longevity Step

Two percent (2%) longevity is incorporated as of Step 20 within the base salary of Schedule A, for twenty or more years of verified experience in a certificated educational role.

D. Payment Policies

An educator's salary will be paid in equal installments on the last business day of each month. Installments are one twelfth (1/12) of the annual salary shall be for those who work the entire contract year; as shown on the service contract he/she has signed. All employees will be required to use direct deposit.

E. Experience Requirements

Employment experience will be granted for vertical movement, to the maximum allowed, by conformity to State and OSPI Rules and Regulations for the S275.

F. Education Requirements

1. It is the employee's responsibility to maintain a current and valid teaching certificate. To qualify for horizontal movement on the salary schedule (Appendix A.1), the following criteria must be met:
 - a. The credit must be acceptable to the OSPI to be reported on the S275 for application to the most current requirements.
 - b. An official transcript/in-service verification must be received by the District no later than September 30 for horizontal advancement for the current year.
2. All educators new to the District must submit all credits applicable to placement on the salary schedule within the first thirty (30) days of employment. Such credit(s) must fit the requirements listed in Paragraph 3 above.

G. Class Coverage

1. When a certificated employee is asked to cover classes in lieu of hiring a substitute educator, the employee shall be paid eighty percent (80%) of the respective educator's contracted base rate of pay on the Salary Schedule divided by the number of days in the base contract divided by seven (7) paid hours per day = professional responsibility hourly rate.
2. If students from an uncovered elementary classroom are distributed to two or more educators, the parties agree to use the following formula based on the per diem rate when elementary students are distributed among multiple educators:
 - a. Daily per diem / Class Sizes as listed in Article III Section A = Per Student Rate
Example: $\$202.89 / 24 = \8.45
 - b. Per Student Rate * Number of Additional Students
*Example: $\$8.45 * 12 = \101.40 class coverage compensation*
3. Specialists: Using the above formula, the per student rate will be used as a basis for the thirty-minute period rate. This will be used to calculate additional class coverage compensation for specialists who are impacted by additional students on a day other than the regularly scheduled specialist time for the absent educator.
 - a. Daily per diem / Class Sizes as listed in Article III Section A = Per full day Student Rate
Example: $\$202.89 / 24 = \8.45
 - b. Student rate (per specialist period) / thirty-minute segments in seven-hour day
Example: $\$8.45 / 14 = \0.60
 - c. Per period Student Rate * Number of Additional Students
*Example: $\$0.60 * 12 = \7.20 class coverage compensation for thirty minutes*

H. Co-Curricular Activities

1. No certificated employee shall be required to advise Co-curricular activities.
2. Initial Placement and Movement on Scale
 - a. INITIAL PLACEMENT:
 - 1) Advisors will be placed at the appropriate step (0-5). Advance placement, beyond step 0, will be granted for prior contracted/paid experience only.
 - 2) Experience steps in one activity are not transferable to others. (Example: a drama advisor with 6 years contracted/paid experience, but no contracted/paid music experience, would be placed at step 0 if hired as a music advisor.)

In unique circumstances, placement may be determined by the program administrator, in consultation with the designated OEA chair.
 - b. MOVEMENT: ("Like For Like" concept utilized)
 - 1) Middle School advisors; who advance to a high school position, in the same capacity, (i.e. M.S. assistant to H.S. assistant or M.S. head to H.S. head) will be granted experience credit on a 2 for 1 basis (i.e. 2 years middle school experience = 1 year high school)
 - 2) High School advisors who move to a middle school position, in the same capacity, (i.e. H.S. assistant to M.S. assistant or H.S. head to M.S. head) will be granted experience credit on a 1 for 2 basis (i.e. one year high school - 2 years middle school.)

In unique circumstances, however, placement may be determined by the program administrator, in consultation with the designated OEA President or OXA designee.

I. Extra-Duty Supervision

Educators shall not be assigned cafeteria supervision nor bus loading or unloading duties.

J. State Funded Increases

During the term of this Agreement, the District agrees to pass through any salary and insurance improvements funded by the State. The parties further agree that any compensation and fringe benefit increases shall not result in forfeiture or penalty to the District from violation of statute, the State Appropriations Act, or any state regulations governing compensation and fringe benefit increases at the time any Compensation and/or Fringe Benefit increase is payable. In the event the District is either over or under its actual salary increase capacity as allowed by statute, the parties will meet, in a timely manner, to determine the most appropriate procedure by which to correct the discrepancy. Such procedure may involve proportionately reducing or raising compensation and/or fringe benefits for employees under this Agreement. Further, in the event the state legislature should enact legislation and fund monies which may be used for compensation enhancement, the parties agree to meet, in a timely manner, to determine appropriate allocation of those funds.

K. Outdoor Education Camp Stipend

Each employee assigned to attend outdoor education camp shall receive a stipend of \$250.00.

L. Mileage Rate

Employees using their own vehicle for authorized travel will be reimbursed at the approved Board rate.

M. Library Preparation Time

Each year, Teacher-Librarians may work an additional six (6) days outside of the regular school year to perform additional duties and responsibilities directly related to opening and closing their assigned library(ies). Such time within the above section must be pre-approved by the building principal. This time will be paid at per diem, recorded on a timesheet, and submitted for processing by the employee by August 31.

ARTICLE VII - BENEFITS

A. Benefits

1. For each year of this Agreement, the Orting School District will contribute the dollar amount funded by the current state operating budget for employee benefits on an FTE basis to all District educator staff. These dollars will be expended in accordance with RCW 28A.400.280 for basic benefits as offered and outlined through the School Employees Benefit Board (SEBB) Program as adopted in the School Employees Health Care Coalition agreement.
2. For each year of this Agreement, the required payment for the HCA retiree insurance reserve fund will be paid by the District.

B. Employee Assistance Program

As of December 1, 2021, Orting School District (OSD) will partner with First Choice Health to provide employees with an Employee Assistance Program (EAP). Program offerings provide employees, their spouse or domestic partner, and their children up to age 26, free services with a licensed behavioral health provider.

C. Automatic Payroll Deductions

The District will make automatic payroll deduction authorization available for approved tax sheltered annuity plans and/or approved credit union savings plans.

D. Section 125 Benefits

Employees are eligible for IRS Section 125 benefits. The plan administrator for said benefits are determined by the Health Care Authority.

ARTICLE VIII - LEAVE POLICIES

A. Leaves of Short Duration

1. Illness, Injury, and Emergency Leave.
 - a. Twelve (12) days of leave for the purpose of employee illness, injury or emergency shall accrue annually to a total of one hundred eighty (180) days. "Emergency" is defined as an unforeseen circumstance or combination of circumstances necessitating an educator's absence.

- b. Leave may be used for the care of a child of the employee with a health condition that requires treatment or supervision, or the care of employee's spouse, domestic partner, parent, parent-in-law or grandparent who has a serious health condition or an emergency condition.
- c. The district may require a signed statement from a licensed medical practitioner to verify the need for treatment, care or supervision for any absence in excess of five (5) days pursuant to A and B above.

2. Bereavement Leave.

- a. Leave with pay will be granted to an educator who is absent due to a death in the family. Leave due to said death will be limited to a maximum of five (5) days, unless extended by the Superintendent.
- b. Family is defined as: Spouse, domestic partner, parent, mother-in-law, father-in-law, grandparent, sibling, brother-in-law, sister-in-law, child, or grandchild of the educator or educator's spouse. Family shall also include an educator's fiancé/fiancée and any person residing with the educator as a member of such educator's household.
- d. A maximum of one (1) day with pay will be granted for attending funerals of others.

3. Personal Leave

It is the expectation that personal leave be used on days that will have minimal impact on student learning. Each certificated educator in the District shall have two (2) personal leave days per year cumulative to four (4) days.

- a. Advance notice of three (3) days shall be given to the building principal, unless it is an emergency situation. The building principal may deny the leave if the date of the leave conflicts with District and building needs including impact critical learning times.
- b. No reason need be given.

Two (2) days of unused personal days may be cashed in at per diem per year. Cash-in must be elected prior to June 30 of the school year in which the leave day is accrued. Days cashed in shall be deducted from the accumulated personal leave days.

Employees who have twenty (20) years or more of service (as credited on the salary schedule) and who are separating from the District due to resignation or retirement will receive compensation for all unused personal leave days.

4. Jury Duty.

Leaves of absence with pay are allowed for jury duty.

5. Association Leave.

Up to forty-five (45) days' leave each year shall be allowed for Association business; provided that, no more than three (3) employees will be granted such leave on any given day(s) without approval of the Superintendent. educators in attendance at conferences, seminars and symposiums for the Association must have prior written approval by the Association. Notification of leave shall be submitted by the Association president, in writing, to the Superintendent at least five (5) days before the leave is to take effect. The Association shall reimburse the District for the substitute's salary. The Association President will submit known important Association dates for the upcoming year to the Superintendent by September 15th of every school year.

6. Professional Leave

- a. The importance of having professional leave is recognized and valued as an opportunity for educators to visit other school districts and to attend conferences and/or workshops for the purpose of professional growth and improvement of instruction. Examples of fund sources for said professional leave are building learning plan funds and/or district staff development funds and/or curriculum funds. These funds may be used for one or two days of professional leave to meet district, building, and/or professional goals.

A written request must be authorized by the school administrator and must include the funding source if a substitute is required. The reason for the request must be aligned with the educator's professional and/or school and district goals.

- b. If an educator is authorized by the Board, in cooperation with outside agencies or other school Districts, to represent the District at educational conferences or act as a presenter at seminars, workshops or other planned professional activities, the substitute will be paid by the District and the necessary expenses of the educator will be paid by the educator, outside agency or other school District.

7. Short Term Leave

An educator's request for a short-term leave of absence without pay during the school year may be granted. The terms of such leave shall be placed in writing and signed by the educator, principal and Superintendent.

B. Leaves of Long Duration

1. Leaves of Absence.

The Board may authorize leave for the following school year under the following terms and conditions:

- a. Application for a Leave of Absence must be submitted to the Superintendent no later than February 15 of the school year preceding that year during which leave is sought.
- b. An applicant for Leave of Absence will be notified by March 15 of the school year in which the application is submitted whether such leave is granted or denied.
- c. The District will not pay any salary or benefits, except as benefits are required by FMLA, to or on behalf of an educator on such leave.
- d. The educator on leave will retain the same rights to continued employment and assignment as other educators of the District.

- e. The leave shall be for up to one year. While on leave, an employee will neither lose nor accrue seniority.
- f. The educator shall report to the superintendent of the District, no later than March 15, his/her intent to return to the District for regular employment for the next school year. Failure to report will be considered a resignation from his/her teaching position.

2. Maternity Disability

Maternity disability leave shall be treated as "sick leave." provided under Article VIII, Section A, (1) Sick, Injury and Emergency Leave.

C. Sick Leave and Retirement Cash Out

The following provisions are to govern an attendance incentive program whereby employees can receive compensation for unused sick leave.

- 1. In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, an employee may receive remuneration for unused sick leave accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four days of accrued sick leave in excess of sixty days.
- 2. The sick leave for which compensation has been paid shall be deducted from the employee's accrued sick leave at a rate of four days for every day's compensation paid.
- 3. An employee at the time of separation from school District employment due to retirement or death shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four days of accrued leave for illness or injury.
- 4. The District reserves the right in each and every instance to make payments under this Article until clear and express legislative appropriation is made for the attendance incentive program provided by the legislature. Should the legislature revoke any benefits under the attendance incentive program, then no employee shall receive such benefits under the Collective Bargaining Agreement.
- 5. The District shall establish rules consistent with the regulations of the State Board of Education and the Office of Superintendent of Public Instruction, including changes of months for the purpose of accounting, to allow employees to claim benefits hereunder, provided that, for purposes of Section C, no employee may receive compensation under this section for any portion of sick leave accumulated at a rate in excess of one day per month.

D. Leave Sharing

The District shall establish and administer a leave-sharing plan in accordance with applicable laws and regulations which will enable an employee to donate excess leave for use by another employee who is suffering from, or has an immediate family or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition. The value of leave transferred, based on the current salary rate of the donor(s) shall be prorated and paid on the basis of the current salary rate of the recipient. The donor shall be a certificated staff member, whereas recipients include any eligible employee within the District, regardless of employee group affiliation.

Any unexpended donated leave shall be prorated and employee notification, by form, will be given to each donor.

ARTICLE IX - REDUCTION IN FORCE

A. Personnel

1. Programs, Services, and Staff Retention

Prior to May 15, the Board shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the following school year or the District determines there is a basis for change to its educational program. If it is determined that such financial resources are not reasonably assured for the following school year, the Board shall adopt a modified educational program and identify those certificated staff members, if any, whose contract will not be renewed.

2. Notice and Appeal

In the event the Board determines that probable cause for reduction in force exists based on a lack of sufficient funds or a loss of levy election or change in educational program, the non-renewed certificated staff member(s) shall receive a notice of probable cause pursuant to RCW 28A.405.300 or RCW 28A.405.210. Said certificated staff member(s), with the exception of a provisional employee, may appeal any said probable cause determination directly to the Superior Court of Pierce County. Such appeal shall not impede the District from continuing its implementations.

B. Administrative Procedures

1. Programs and Services

a. If educational programs and services of the District are to be modified because of a lack of financial resources, the following guidelines shall be taken into consideration in determining the programs and services to be retained, modified, or eliminated.

- 1) High priority will be given to maintaining reasonable pupil-educator ratios in the classroom.
- 2) Where revenues are categorical and depend on actual expenditures rather than budget amount, every effort will be made to maintain these programs, where reasonable, to the limit of their categorical support; e.g., Special Education.
- 3) High school course offerings which are required for graduation will be retained.

b. In its efforts to retain as many of the basic educational programs as the District's financial resources will permit, the Board shall make reductions in expenditures, where reasonable and not categorically funded, in capital outlay, supplies and materials, contractual services, and travel.

c. The Association may, upon request, make recommendations to the Board about possible program and service modifications.

2. Staff Retention.

- a. In the event of modification of programs and services for financial reasons or program changes, the number of certificated personnel required to implement the modified educational programs and services shall be determined as provided in this section.
- b. To minimize or avoid non-renewal or involuntary terminations, every reasonable effort shall be made to ascertain the number of certificated positions which will be open for the following year by reason of normal attrition. Such vacancies shall be filled by transferring currently employed certificated staff members within the District, unless by reason of certification, training or experience no qualified person is available.
- c. To ensure that the certificated staff recommended for retention will be qualified to implement the educational program determined by the Board, all certificated employees must possess such valid Washington state certificate(s) as may be required for the position(s) under consideration.

In addition, the following categories are established to allow for the least disruption of the ongoing program and to provide for the least deviation from the present assignment for personnel: educators will be grouped District-wide in separate categories as follows:

Elementary

Middle School

High School

Specialties: Defined as normally accepted academic major or minor areas.

- d. Each certificated employee will, in accordance with the criteria set forth in sub-paragraph c., above, be considered for retention in the category or specialty held at the time of the implementation of these procedures and, in addition, in such additional categories or specialties as any such employee may designate, in writing, to the superintendent; provided that, in order to qualify for consideration in any such additional category or specialty, the employee:

- 1) Must have a minimum of one (1) year full-time professional experience teaching in each such additional category or specialty; or
- 2) The employee must have the equivalent of a college major or minor (fifteen [15] quarter hours, or ten (10) semester hours) in each such additional category or specialty.

Any written designations for consideration in additional categories or specialties shall be submitted within five (5) days after any request for such information is made by the superintendent. Employees will only be considered for additional categories or specialties under this paragraph if they do not qualify for retention in the category or specialty held at the time of the implementation of these procedures.

- e. Certificated employees will be recommended for available positions within each category or specialty on the basis of District affirmative action goals, seniority (years of experience) as a certificated employee in education, within Washington state, as recorded in the District Human Resources Department. Within each category or specialty, the senior employee(s) shall be recommended for retention if the category or specialty is not eliminated. If ties exist, the preference(s) will be given to the employee(s) which is/are the furthest to the right in horizontal placement on the salary schedule as credited by the District Human Resources Department (by September 30) on the current salary schedule. If ties still exist, the preference(s) will be given to the employee(s) by placing numbered pieces of paper in a hat and each employee within the tie

situation drawing a piece of paper with a number on it. The person(s) with the lower number(s) will be the person(s) considered for retention.

- f. Certificated employees will also be recommended for available positions within each category or specialty with reference to employee's (s') ability to handle co-curricular activities in addition to their teaching assignment, the ability to handle both teaching and administrative duties where a need for flexibility exists, or the ability to be involved in several programs or departments where a need for flexibility exists.
- g. In the event the Board determines that probable cause for reduction in force exists, each certificated employee in the District shall be listed in conformance with 2.c., d., e. The list shall be ordered from the highest rating (with respect to the criteria) to the lowest. Every certificated employee to which this procedure applies shall be provided with the list upon which that employee's name appears. Along with the number of certificated employees projected to operate the District's proposed program.
- h. Any staff member may, in writing, and within five (5) days of receipt of the list, file with the superintendent his/her objection to the ranking order. The employee may request consideration for the modification of the ranking order based on the information in the District's possession. Said individual must include in the request a full statement as to the facts on which he/she contends the list should be modified. If the superintendent rejects the individual's requests for modification of the list, said rejection shall be in writing and the individual and the Association shall be provided with copies thereof.
- i. Prior to May 15 of the year immediately preceding the school year in which the modified educational programs will take effect, the name(s) of certificated personnel to be non-renewed or terminated, if any, shall be identified and submitted to the Board for approval and action under RCW 28A.405.210.
- j. All certificated personnel who are not recommended for retention in accordance with these administrative procedures shall be terminated from employment and placed in an employment pool for possible re-employment. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties for which they are qualified. If more than one such employee is qualified for an open position, the employee who was last non-renewed or terminated shall be the first offered such position.
 - 1) When a vacancy occurs for which any person in the employment pool qualifies, notification from the District to such individual will be by certified or registered mail, or personal contact by the superintendent or his designee. Such individual will have five (5) calendar days from receipt of the letter or from the date of the personal contact to accept the position.
 - 2) If an individual in the employment pool fails to accept a position for which he/she is eligible, pursuant to this policy, such individual shall be dropped from the employment pool.
 - 3) At the end of the school year in which any modified educational program is to be implemented, certificated staff members remaining in the employment pool shall be offered contracts for available certificated positions for which they are qualified. In the event that there are insufficient vacant positions to offer contracts to all employment pool personnel, the employment pool shall be reestablished for one (1) additional year.

- k. The District will utilize employment-pool personnel as substitutes on a first priority basis.
- l. Certificated personnel within the employment pool may pay their total medical insurance premium to the District and, in turn, the District will forward the money to the appropriate medical payment center so that the member of the employment pool and/or their dependents will be included within the group medical insurance.
- m. When a certificated employee is recalled, he/she shall be granted the years of experience, days of accumulated sick leave and seniority which he/she had at the time of layoff. In addition, if, during the period of layoff, a laid-off certificated employee increased his/her educational training, then, upon recall, said certificated employee shall have the additional training credited to him/her and such additional training shall be used to calculate said certificated employee's position on the salary schedule.

ARTICLE X - DUE PROCESS

Employees will not be disciplined or discharged without just cause. The District will follow a policy of progressive discipline, pursuant to which the penalty imposed, whether verbal warning, written reprimand, suspension with pay, non-renewal or discharge, will be in keeping with the seriousness of the offense. An educator shall be entitled to have a representative of the Association present during any formal disciplinary action. Any complaint made against a teacher by any parent, student, or other person will be called to the attention of the teacher.

The District shall notify the Association President as early as possible in the case of a pending probation, administrative leave, or disciplinary action that may lead to a loss of pay, non-renewal, or adverse effect.

Administrative Leave

- a. If an educator is placed on administrative leave, the District will begin the investigation as quickly as possible and engage sufficient investigatory resources to complete investigations in a timely manner. The District will provide the Association President with weekly (or other mutually agreeable) updates on the status of the investigation.
- b. Any decisions based on the outcome of the investigation report findings will be communicated by the District to the employee and Association President within twenty (20) District work days, unless extended by mutual agreement.

ARTICLE XI - EDUCATOR PROTECTION

- A. The District shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and the property thereof. Such insurance protection must include, as a minimum, liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while so engaged. (RCW 28A.400.370)
- B. Any case of assault upon an employee shall be promptly reported to his/her immediate supervisor.
- C. Whenever an employee is absent from employment or unable to perform currently contracted duties as a result of unwarranted assault sustained in the course of employment, such absence will not be charged to accumulated sick leave.

- D. Whenever an educator is absent from employment and unable to perform contracted duties as a result of personal injury sustained in the course of employment, the educator will be paid full salary for the period of absence for which he has available sick leave, less the amount of any Workmen's Compensation award made for the disability due to said injury.
- E. No disciplinary action shall be taken against an educator as a result of a complaint by a parent or student unless the educator is informed of the complaint.

ARTICLE XII - STUDENT DISCIPLINE

- A. In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently. The Board and the superintendent shall support and uphold educators in their efforts to maintain discipline in the District, and shall give immediate response to all educator requests regarding discipline problems, provided the educator has followed established State Laws including WAC 180.44.20 and WAC 392.400.245 and District policy.
- B. A student may be removed immediately from a class, subject, or activity by a certificated educator and sent to the building principal or other designated school authority; provided that the educator has good and sufficient reason to believe that the student's presence poses an immediate and continuing danger to the student, other students, or school personnel or an immediate and continuing threat of substantial disruption of the class, subject, activity, or educational process of the school. In such case, the educator will furnish the principal or other designated school authority with full particulars of the incident. The removal from classes, subjects, or activities shall continue only until:
 - 1. The danger or threat ceases; or
 - 2. The principal or designated school authority acts.
- C. The principal or school authority shall meet with the student as soon as reasonably possible following the student's removal and take or initiate appropriate corrective action or punishment. In no case shall the student's opportunity for such a meeting be delayed beyond the commencement of the next school day. When any such student is returned to the class(es), subject(s), or activity(ies), the principal or school authority shall notify the educator who removed the student there from the action which has been taken or initiated within 48 hours, either in person or in writing.
- D. No later than the first faculty meeting of the work year, building administrators shall inform all bargaining unit members of District policy and procedures regarding student discipline. Copies of pertinent RCW's and WAC's shall be accessible in each District building.
- E. The District will remove students from the classroom who pose a safety risk to other students or staff to the extent allowed by law, policy, and the student's due process rights.
- F. The principal and the certificated employees in each school building shall confer at least annually in order to develop and/or review building disciplinary standards and uniform enforcement of those standards. Such building standards shall be consistent with the provisions of RCW 28A.600.020(3), while maintaining conformity with the District Plan.
- G. A discipline committee involving educator voice and input will be launched by June 15. The initial ongoing work will continue through Dec 31, 2022.

ARTICLE XIII - CONTRACT PERFORMANCE

- A. During the life of this Agreement, the Association will not cause or permit its members to cause or participate in any strike, work stoppage, work slow-down, or any curtailment of or interference with the activities and operations of the District. The Association will not cause or permit the educators to refuse to cross any picket line established by any labor organization or group of individuals at any location. The District has the right to discipline (including discharge) any educator taking part in any violation of this Article.
- B. During the life of this Agreement, the District will not lock out members of the Association and keep them from the performance of their jobs.

ARTICLE XIV - GRIEVANCE PROCEDURE

In the event a difference arises between the Orting School District and any employee or the Association, such a difference will be addressed through this process. The Association and the District are committed to resolving grievances appropriately, expediently, and at the lowest level possible

A. Definitions

- 1. A grievance is an alleged misinterpretation, misapplication, or violation of terms and/or provisions of this Agreement or of District policy, except that the substance of any evaluation shall be subject to grievance only in cases of gross misinformation.

In the absence of an identifiable violation, misinterpretation or misapplication by the District of a specific provision of the CBA or board policy, the grievant should refer to the Orting School District complaint resolution policy.

- 2. A grievant shall mean an individual, a group of individuals and/or the Association.
- 3. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.
- 4. If a grievant chooses to process a grievance without the Association, the District will give notification to the Association President that a grievance has been filed and will furnish the OEA president with the information necessary to remain apprised of the grievance as it progresses.

B. Procedure for Processing Grievances

Immediate Supervisor. Informal Discussion.

The Grievant and Association Representative will schedule a meeting to discuss their grievance with the immediate supervisor and work to seek resolution.

- 1. Immediate Supervisor: Step 1 Grievance.
 - a. If the grievance is not settled with an informal discussion, a written "Statement of Grievance" (Appendix E) shall be presented to the immediate supervisor within twenty (20) working days after

the occurrence or within twenty (20) working days from the time the Grievant or the Association reasonably should have become aware of the occurrence of the events giving rise to the grievance, whichever is later.

- b. The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested. The grievant may choose to meet with their immediate supervisor to further clarify the issue and attempt to resolve the grievance together.
- c. The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Association representative and the superintendent. The immediate supervisor shall answer the grievance in writing within five (5) working days of receiving the grievance, and shall concurrently send a copy of the grievance, his/her decision and all supporting evidence to the grievant(s), Association representative and the superintendent. The immediate supervisor's answer shall include the reasons upon which the decision was based.

2. Human Resources or Program Director (Cabinet Level Position): Step 2 Grievance.

- a. If no satisfactory settlement is reached at Step 1, the grievance may be appealed to Step 2, the Director of Human Resources or other appropriate Program Director within seven (7) working days of receipt of the decision rendered in Step 1. Step 2 documentation will be filed initially with Human Resources.
- b. The District Director shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within seven (7) working days of the receipt of the Step 2 Appeal. The purpose of this meeting shall be to affect a resolution of the grievance.
- c. The District Director shall provide a written decision, incorporating the reasons upon which the decision was based, to the grievant(s), Association representative and immediate supervisor within five (5) working days from the conclusion of the meeting.

3. Superintendent: Step 3 Grievance.

If no satisfactory settlement is reached at Step 2, the grievance may be appealed to Step 3, Superintendent or Designee (someone who has not heard the grievance previously), within seven (7) days of the receipt of the decision rendered in Step 2.

The Superintendent or designee shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within five (5) days of the receipt of the Step 2 Appeal. The purpose of this meeting shall be to affect a resolution of the grievance.

The Superintendent or Designee shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), Association Representative, District Director, and immediate supervisor, within ten (10) days from the conclusion of the meeting.

4. Mediation.

In the event the two parties cannot arrive at a satisfactory resolution to the grievance at Step 3, the parties may mutually agree to submit the grievance to mediation. Either party may notify the other, in writing, of its desire for mediation within five (5) working days following the receipt of the Superintendent's

disposition. The respondent shall respond whether or not they agree to mediation no later than five (5) working days prior to the Union's deadline for submission to arbitration or within five (5) working days of receipt of the written notification, whichever is sooner.

If the parties agree to mediation, then within five (5) working days of the agreement the parties will jointly submit a request for mediation. Both parties must agree as to where to submit the mediation request, but it could include the Pierce County Dispute Resolution Center or the Public Employment Relations Commission (PERC). In addition, both parties shall share any cost of mediation.

Timelines contained in this Section for submission of the grievance to arbitration shall be held in abeyance until termination of the mediation process. If no resolution is reached in mediation, the Union may proceed with the request for binding arbitration.

5. Arbitration.

- a. If no satisfactory settlement is reached at Step 3 or through the mediation process, the Association, within fifteen (15) days of the receipt of the Step 2 decision or conclusion of mediation, may submit the grievance to the American Arbitration Association for arbitration under the voluntary rules. Only grievances arising out of or relating to the interpretation or application of the terms and/or provisions of the Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.
- b. The Arbitrator shall hold a hearing within twenty (20) working days of his appointment. Ten (10) working days' notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his decision within twenty (20) days from the date final written briefs have been submitted or, if revised by both parties, twenty (20) days after the completion of the hearing.
- c. The Arbitrator's decision will be in writing and will set forth their findings of fact, reasoning, and conclusions on the issue submitted to them. The decision of the Arbitrator shall be final and binding upon the District, the Association and the grievant(s).

C. Jurisdiction of Arbitrator

The Arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law. The Arbitrator shall have no power or authority to rule on any of the following:

1. The termination of services of or failure to re-employ any provisional employee.
2. The termination of services or failure to re-employ any employee to a position on the Supplemental Salary Schedule.
3. Any matter involving employee evaluation, provided that evaluation procedure shall be subject to the Arbitrator's review.
4. Any matter involving employee probation procedures, discharge, non-renewal, adverse effect or reduction in force.

D. Time Limits

Time limits provided in this procedure may be extended by mutual agreement when signed by the parties. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this procedure. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the District's answer at the previous step. Any grievance that has been filed prior to the termination date of this Agreement may be processed to conclusion even if the Agreement has expired.

E. Accelerated Grievance Filing

In order to expedite grievance adjudication, the parties agree that any Association grievances, class-action grievances and grievances involving the evaluation procedures will be lodged at Step 2 of this procedure.

If an accelerated grievance is filed at Step 2, the timelines associated with Step 1 will apply. Timelines will then revert to the language above if the grievance moves to the next steps in the process.

F. Retaliation

No retaliation of any kind will be taken by the District or its agents against any employee because of their direct or indirect participation in any grievance.

G. Costs

The fees and expenses of the Arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

H. Confidentiality

All documents, communications, and records dealing with the grievance process shall be maintained separately from the grievant's personnel file. All matters pertaining to specific grievances shall be treated with discretion and shall not be relayed, disclosed, or divulged, to others outside of the grievance/investigation process, unless necessary to the processing and/or progression of the grievance.

I. Settlements

Any grievance settled between an employee appearing on their own behalf with the District must be consistent with the terms of this collective bargaining agreement.

ARTICLE XV - DISTRIBUTION OF CONTRACT

- A. The Collective Bargaining Agreement shall be emailed to all staff and available on the District Website. The Association will be responsible for explaining the terms of the current Agreement and for distributing an electronic copy (if requested by the employee) to each employee. The District shall provide each new employee with an electronic copy of the Agreement. The district will print twenty (20) hard copies of the collective

bargaining agreement to be given to administrators, OEA president(s) and building representatives, plus one copy for each school staff room. Additional hard copies may be printed by either the District or the Association at their expense for their use. Each certificated individual making employment application shall have access to an electronic copy of the Agreement via the Orting School District Website for his/her examination.

- B. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

ARTICLE XVI- CONFORMITY TO LAW

The parties agree that, if any provisions of this Agreement or the application of any provisions of this Agreement to any educator or group of educators shall be likely to be contrary to law, such provisions or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

A. Agreement Waiver

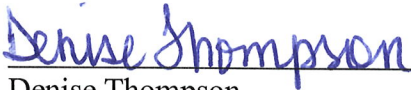
Requests for a waiver of this Agreement must be submitted in writing to the Superintendent and the Association President concurrently. The waiver will be granted only if both the District and Association approve such request. A waiver request must include the section(s) of the Agreement to be waived and the duration of the waiver.

ARTICLE XVII - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from September 01, 2021. This Agreement may be opened for amendment at any time by mutual agreement. The parties shall enter into negotiations for a successor Agreement not later than June 30, 2024.

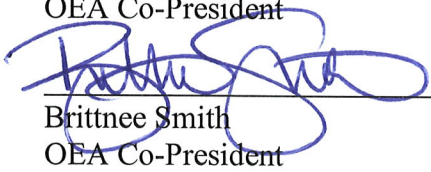
EXECUTED this 21st day of April 2022.

Orting Education Association



Denise Thompson
OEA Co-President

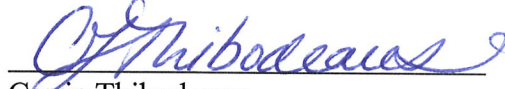
8.17.2022
Date



Brittnee Smith
OEA Co-President

8.17.2022
Date

Orting School District No. 344



Carrie Thibodeaux
Board Chairperson

8/11/22
Date



William (Ed) Hatzenbeler
Superintendent

8/11/22
Date

Appendix A 2021-2022 Salary Schedule

OEA Certificated Salary, Enrichment Days and Technology Stipend Schedule 2021-2022

Years of Service	BA-0	Enrichment Days	Tech Stipend	BA-15	Enrichment Days	Tech Stipend	BA-30	Enrichment Days	Tech Stipend	BA-45	Enrichment Days	Tech Stipend
0	\$52,104	\$1,158	\$3,000	\$52,987	\$1,177	\$3,000	\$53,812	\$1,196	\$3,000	\$55,244	\$1,228	\$3,000
1	\$53,098	\$1,180	\$3,000	\$53,959	\$1,199	\$3,000	\$54,536	\$1,212	\$3,000	\$56,029	\$1,245	\$3,000
2	\$54,092	\$1,202	\$3,000	\$54,842	\$1,219	\$3,000	\$55,441	\$1,232	\$3,000	\$57,056	\$1,268	\$3,000
3	\$55,085	\$1,224	\$3,000	\$55,813	\$1,240	\$3,000	\$56,594	\$1,258	\$3,000	\$58,277	\$1,295	\$3,000
4	\$56,078	\$1,246	\$3,000	\$56,785	\$1,262	\$3,000	\$57,565	\$1,279	\$3,000	\$59,310	\$1,318	\$3,000
5	\$57,314	\$1,274	\$3,000	\$57,844	\$1,285	\$3,000	\$58,511	\$1,300	\$3,000	\$60,360	\$1,341	\$3,000
6	\$58,034	\$1,290	\$3,000	\$58,617	\$1,303	\$3,000	\$59,247	\$1,317	\$3,000	\$61,187	\$1,360	\$3,000
7	\$58,395	\$1,298	\$3,000	\$59,177	\$1,315	\$3,000	\$60,785	\$1,351	\$3,000	\$62,842	\$1,396	\$3,000
8	\$59,507	\$1,322	\$3,000	\$61,109	\$1,358	\$3,000	\$62,758	\$1,395	\$3,000	\$64,982	\$1,444	\$3,000
9				\$63,108	\$1,402	\$3,000	\$64,839	\$1,441	\$3,000	\$67,144	\$1,492	\$3,000
10							\$66,946	\$1,488	\$3,000	\$69,418	\$1,543	\$3,000
11										\$71,757	\$1,595	\$3,000
12										\$74,024	\$1,645	\$3,000
13												
14												
15												
16												
17												
18												
19												
20 or More												

Years of Service	BA-90/MA-0	Enrichment Days	Tech Stipend	MA-45	Enrichment Days	Tech Stipend	MA-90	Enrichment Days	Tech Stipend
0	\$61,152	\$1,359	\$3,000	\$65,744	\$1,461	\$3,000	\$68,703	\$1,527	\$3,000
1	\$61,833	\$1,374	\$3,000	\$66,472	\$1,477	\$3,000	\$69,411	\$1,542	\$3,000
2	\$62,769	\$1,395	\$3,000	\$67,412	\$1,498	\$3,000	\$70,394	\$1,564	\$3,000
3	\$63,926	\$1,421	\$3,000	\$68,595	\$1,524	\$3,000	\$71,677	\$1,593	\$3,000
4	\$64,977	\$1,444	\$3,000	\$69,590	\$1,546	\$3,000	\$72,706	\$1,616	\$3,000
5	\$65,834	\$1,463	\$3,000	\$70,554	\$1,568	\$3,000	\$73,743	\$1,639	\$3,000
6	\$66,556	\$1,479	\$3,000	\$71,254	\$1,583	\$3,000	\$74,458	\$1,655	\$3,000
7	\$68,177	\$1,515	\$3,000	\$72,962	\$1,621	\$3,000	\$76,270	\$1,695	\$3,000
8	\$70,316	\$1,563	\$3,000	\$75,168	\$1,670	\$3,000	\$78,594	\$1,747	\$3,000
9	\$72,479	\$1,611	\$3,000	\$77,441	\$1,721	\$3,000	\$80,988	\$1,800	\$3,000
10	\$74,751	\$1,661	\$3,000	\$79,782	\$1,773	\$3,000	\$83,444	\$1,854	\$3,000
11	\$77,094	\$1,713	\$3,000	\$82,234	\$1,827	\$3,000	\$85,969	\$1,910	\$3,000
12	\$79,525	\$1,767	\$3,000	\$84,746	\$1,883	\$3,000	\$88,597	\$1,969	\$3,000
13	\$82,044	\$1,823	\$3,000	\$87,324	\$1,941	\$3,000	\$91,287	\$2,029	\$3,000
14	\$84,636	\$1,881	\$3,000	\$90,083	\$2,002	\$3,000	\$94,082	\$2,091	\$3,000
15	\$86,835	\$1,930	\$3,000	\$92,425	\$2,054	\$3,000	\$96,527	\$2,145	\$3,000
16	\$88,571	\$1,968	\$3,000	\$94,272	\$2,095	\$3,000	\$98,811	\$2,196	\$3,000
17	\$88,571	\$1,968	\$3,000	\$94,272	\$2,095	\$3,000	\$98,811	\$2,196	\$3,000
18	\$88,571	\$1,968	\$3,000	\$94,272	\$2,095	\$3,000	\$98,811	\$2,196	\$3,000
19	\$88,571	\$1,968	\$3,000	\$94,272	\$2,095	\$3,000	\$98,811	\$2,196	\$3,000
20 or More	\$90,342	\$2,008	\$3,000	\$96,157	\$2,137	\$3,000	\$100,787	\$2,240	\$3,000

Appendix B

OEA Certificated Salary, Enrichment Days and Technology Stipend Schedule 2022-2023

Years of Service	BA-0	Enrichment Days	Tech Stipend	BA-15	Enrichment Days	Tech Stipend	BA-30	Enrichment Days	Tech Stipend	BA-45	Enrichment Days	Tech Stipend
0	\$54,970	\$1,222	\$3,000	\$55,901	\$1,242	\$3,000	\$56,772	\$1,262	\$3,000	\$58,282	\$1,295	\$3,000
1	\$56,018	\$1,245	\$3,000	\$56,917	\$1,265	\$3,000	\$57,535	\$1,279	\$3,000	\$59,111	\$1,314	\$3,000
2	\$57,067	\$1,268	\$3,000	\$57,838	\$1,288	\$3,000	\$58,490	\$1,300	\$3,000	\$60,194	\$1,338	\$3,000
3	\$58,115	\$1,291	\$3,000	\$58,883	\$1,309	\$3,000	\$59,707	\$1,327	\$3,000	\$61,482	\$1,366	\$3,000
4	\$59,162	\$1,315	\$3,000	\$59,908	\$1,331	\$3,000	\$60,731	\$1,350	\$3,000	\$62,572	\$1,390	\$3,000
5	\$60,466	\$1,344	\$3,000	\$61,015	\$1,356	\$3,000	\$61,729	\$1,372	\$3,000	\$63,680	\$1,415	\$3,000
6	\$61,226	\$1,361	\$3,000	\$61,841	\$1,374	\$3,000	\$62,506	\$1,389	\$3,000	\$64,552	\$1,434	\$3,000
7	\$61,607	\$1,369	\$3,000	\$62,432	\$1,387	\$3,000	\$64,128	\$1,425	\$3,000	\$66,298	\$1,473	\$3,000
8	\$62,780	\$1,395	\$3,000	\$64,470	\$1,433	\$3,000	\$66,210	\$1,471	\$3,000	\$68,556	\$1,523	\$3,000
9				\$66,579	\$1,480	\$3,000	\$68,405	\$1,520	\$3,000	\$70,837	\$1,574	\$3,000
10							\$70,628	\$1,570	\$3,000	\$73,236	\$1,627	\$3,000
11										\$75,704	\$1,682	\$3,000
12										\$78,095	\$1,735	\$3,000
13												
14												
15												
16												
17												
18												
19												
20 or More												

Years of Service	BA-90/MA-0	Enrichment Days	Tech Stipend	MA-45	Enrichment Days	Tech Stipend	MA-90	Enrichment Days	Tech Stipend
0	\$64,515	\$1,434	\$3,000	\$69,360	\$1,541	\$3,000	\$72,482	\$1,611	\$3,000
1	\$65,234	\$1,450	\$3,000	\$70,128	\$1,558	\$3,000	\$73,229	\$1,627	\$3,000
2	\$66,221	\$1,472	\$3,000	\$71,120	\$1,580	\$3,000	\$74,266	\$1,650	\$3,000
3	\$67,442	\$1,489	\$3,000	\$72,368	\$1,608	\$3,000	\$75,619	\$1,680	\$3,000
4	\$68,551	\$1,523	\$3,000	\$73,417	\$1,631	\$3,000	\$76,705	\$1,705	\$3,000
5	\$69,455	\$1,543	\$3,000	\$74,434	\$1,654	\$3,000	\$77,799	\$1,729	\$3,000
6	\$70,217	\$1,560	\$3,000	\$75,173	\$1,671	\$3,000	\$78,553	\$1,746	\$3,000
7	\$71,927	\$1,598	\$3,000	\$76,975	\$1,711	\$3,000	\$80,465	\$1,788	\$3,000
8	\$74,183	\$1,649	\$3,000	\$79,302	\$1,762	\$3,000	\$82,917	\$1,843	\$3,000
9	\$76,465	\$1,699	\$3,000	\$81,700	\$1,816	\$3,000	\$85,442	\$1,899	\$3,000
10	\$78,862	\$1,752	\$3,000	\$84,170	\$1,870	\$3,000	\$88,033	\$1,956	\$3,000
11	\$81,334	\$1,807	\$3,000	\$86,757	\$1,928	\$3,000	\$90,697	\$2,015	\$3,000
12	\$83,899	\$1,864	\$3,000	\$89,407	\$1,987	\$3,000	\$93,470	\$2,077	\$3,000
13	\$86,596	\$1,923	\$3,000	\$92,127	\$2,047	\$3,000	\$96,308	\$2,140	\$3,000
14	\$89,291	\$1,984	\$3,000	\$95,038	\$2,112	\$3,000	\$99,257	\$2,206	\$3,000
15	\$91,611	\$2,036	\$3,000	\$97,508	\$2,167	\$3,000	\$101,836	\$2,263	\$3,000
16	\$93,442	\$2,076	\$3,000	\$99,457	\$2,210	\$3,000	\$104,246	\$2,317	\$3,000
17	\$93,442	\$2,076	\$3,000	\$99,457	\$2,210	\$3,000	\$104,246	\$2,317	\$3,000
18	\$93,442	\$2,076	\$3,000	\$99,457	\$2,210	\$3,000	\$104,246	\$2,317	\$3,000
19	\$93,442	\$2,076	\$3,000	\$99,457	\$2,210	\$3,000	\$104,246	\$2,317	\$3,000
20 or More	\$95,311	\$2,118	\$3,000	\$101,446	\$2,254	\$3,000	\$106,331	\$2,363	\$3,000

Appendix C

OEA DRAFT* Certificated Salary, Enrichment Days and Technology Stipend Schedule 2023-24 *Subject to IPD

DRAFT - Appendix A

OEA Certificated Salary, Enrichment Days, and Technology Stipend Schedule 2023-2024

Years of Service	BA-0	Enrichment Days	Tech Stipend	BA-15	Enrichment Days	Tech Stipend	BA-30	Enrichment Days	Tech Stipend	BA-45	Enrichment Days	Tech Stipend
0	\$37,169	\$1,270	\$3,000	\$38,137	\$1,292	\$3,000	\$39,043	\$1,312	\$3,000	\$40,613	\$1,347	\$3,000
1	\$38,259	\$1,295	\$3,000	\$39,204	\$1,316	\$3,000	\$39,836	\$1,330	\$3,000	\$41,473	\$1,366	\$3,000
2	\$39,350	\$1,319	\$3,000	\$40,172	\$1,337	\$3,000	\$40,830	\$1,352	\$3,000	\$42,602	\$1,391	\$3,000
3	\$40,440	\$1,343	\$3,000	\$41,238	\$1,361	\$3,000	\$42,093	\$1,380	\$3,000	\$43,941	\$1,421	\$3,000
4	\$41,528	\$1,367	\$3,000	\$42,304	\$1,385	\$3,000	\$43,160	\$1,404	\$3,000	\$45,075	\$1,446	\$3,000
5	\$42,625	\$1,397	\$3,000	\$43,466	\$1,410	\$3,000	\$44,198	\$1,427	\$3,000	\$46,227	\$1,472	\$3,000
6	\$43,673	\$1,415	\$3,000	\$44,313	\$1,429	\$3,000	\$45,006	\$1,445	\$3,000	\$47,134	\$1,492	\$3,000
7	\$44,071	\$1,434	\$3,000	\$44,929	\$1,443	\$3,000	\$46,693	\$1,462	\$3,000	\$48,950	\$1,532	\$3,000
8	\$45,291	\$1,451	\$3,000	\$46,049	\$1,460	\$3,000	\$48,858	\$1,530	\$3,000	\$51,298	\$1,584	\$3,000
9				\$46,924	\$1,589	\$3,000	\$51,141	\$1,551	\$3,000	\$53,670	\$1,637	\$3,000
10							\$53,453	\$1,632	\$3,000	\$56,165	\$1,693	\$3,000
11										\$58,732	\$1,750	\$3,000
12										\$61,219	\$1,805	\$3,000
13												
14												
15												
16												
17												
18												
19												
20 or More												

Years of Service	BA-90/MA-0	Enrichment Days	Tech Stipend	MA-45	Enrichment Days	Tech Stipend	MA-90	Enrichment Days	Tech Stipend
0	\$67,096	\$1,491	\$3,000	\$72,134	\$1,603	\$3,000	\$73,381	\$1,675	\$3,000
1	\$67,843	\$1,508	\$3,000	\$72,933	\$1,621	\$3,000	\$76,158	\$1,692	\$3,000
2	\$68,870	\$1,530	\$3,000	\$73,963	\$1,644	\$3,000	\$77,237	\$1,716	\$3,000
3	\$70,140	\$1,559	\$3,000	\$75,263	\$1,673	\$3,000	\$78,644	\$1,748	\$3,000
4	\$71,293	\$1,584	\$3,000	\$76,354	\$1,697	\$3,000	\$79,773	\$1,773	\$3,000
5	\$72,233	\$1,605	\$3,000	\$77,411	\$1,720	\$3,000	\$80,911	\$1,798	\$3,000
6	\$73,026	\$1,623	\$3,000	\$78,180	\$1,737	\$3,000	\$81,693	\$1,813	\$3,000
7	\$74,804	\$1,662	\$3,000	\$80,034	\$1,779	\$3,000	\$83,684	\$1,860	\$3,000
8	\$77,150	\$1,714	\$3,000	\$82,474	\$1,833	\$3,000	\$86,234	\$1,916	\$3,000
9	\$78,524	\$1,767	\$3,000	\$84,968	\$1,888	\$3,000	\$88,860	\$1,973	\$3,000
10	\$82,016	\$1,823	\$3,000	\$87,337	\$1,945	\$3,000	\$91,554	\$2,035	\$3,000
11	\$84,587	\$1,880	\$3,000	\$90,227	\$2,005	\$3,000	\$94,323	\$2,096	\$3,000
12	\$87,233	\$1,939	\$3,000	\$92,983	\$2,066	\$3,000	\$97,209	\$2,160	\$3,000
13	\$90,018	\$2,000	\$3,000	\$95,812	\$2,129	\$3,000	\$100,160	\$2,226	\$3,000
14	\$92,863	\$2,064	\$3,000	\$98,840	\$2,196	\$3,000	\$103,227	\$2,294	\$3,000
15	\$95,273	\$2,117	\$3,000	\$101,408	\$2,254	\$3,000	\$105,909	\$2,354	\$3,000
16	\$97,180	\$2,160	\$3,000	\$103,433	\$2,299	\$3,000	\$108,416	\$2,409	\$3,000
17	\$97,180	\$2,160	\$3,000	\$103,433	\$2,299	\$3,000	\$108,416	\$2,409	\$3,000
18	\$97,180	\$2,160	\$3,000	\$103,433	\$2,299	\$3,000	\$108,416	\$2,409	\$3,000
19	\$97,180	\$2,160	\$3,000	\$103,433	\$2,299	\$3,000	\$108,416	\$2,409	\$3,000
20 or More	\$99,124	\$2,203	\$3,000	\$103,504	\$2,343	\$3,000	\$110,384	\$2,437	\$3,000

Appendix D

Grievance Forms

To _____ Title	_____
From _____	_____
	Position or Title
_____	_____
Home Address	Home Phone

City, State, Zip	

School	_____
	Department or Grade

Nature of the grievance and specific event(s) giving rise to the grievance:

Contract sections or Board policy violated:

Action or remedy requested:

_____ Signature of Grievant	/	_____ Date
_____ Signature for Association	/	_____ Date

ORTING SCHOOL DISTRICT #344

Certificated Support Staff Confidential Evaluation

Name _____
School(s) _____

Date _____
Program _____

- A. MR = MEETS REQUIREMENTS. Performance meets that expected of a well-trained individual in this classification. (Comments provided if requested by evaluator or evaluate.)
- B. NE = NEEDS IMPROVEMENT. Performance generally below expectations. (Specific written recommendations required.)
- C. U = UNSATISFACTORY. (Specific written recommendations required.)

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD			
2. SPECIALIZED SKILLS	=		=
3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT	=		=
4. THE SUPPORT PERSON AS A PROFESSIONAL	=		=
5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL.	=		=

Comments and/or Recommendations: (Attach additional pages, if necessary.)

Evaluator Signature: This evaluation represents my judgment of the above staff member's performance based upon the adopted criteria and indicators, and in consideration of the duties and expectations outlined in the applicable job description.

Date Title Name Signature

Certificated Support Staff Signature: My signature below indicates I have reviewed this evaluation, including the rating summary by criterion. It does not necessarily indicate agreement with the findings. I understand that I may submit a written response to this evaluation.

Date Certificated Support Staff Signature

Statement by Appraisee attached: Yes _____ No _____

Copies to: Employee, Evaluator, Superintendent, Personnel File

Orting School District #344
Certificated Support Staff
Confidential Evaluation

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 a 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.

- a) Possess and maintains appropriate academic background in area of specialty.
- b) Demonstrates understanding of the basic principles of human growth and development
- c) Demonstrates ability and knowledge to make appropriate referrals.
- d) Relates and applies knowledge, research finding and theory

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.

- a) Designs and conducts a program providing specific and unique services within the individual's specific discipline.
- b) Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student.
 - 1) to help students integrate and assimilate data.
 - 2) to help others involved with the student interpret and use data appropriately and accurately.
 - 3) to help other specialists by providing case study materials.
- c) Administers assessment procedures or assists in organizing and preparing those who will administer assessment procedures.
- d) Demonstrates ability to assist educators and administrators to integrate specialized information into the regular curricular program
- e) Develops goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.

CRITERION 3: MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT.

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

- a) Selects or recommends testing and non-testing devices, materials and equipment appropriate to student needs.
- b) Understands the use, limitations and restrictions of devices, materials and procedures.
- c) Uses comparative and interpretive data.
- d) Creates an environment with provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies.
- e) Provides adequate plans for substitutes when applicable.

CRITERION 4: THE SUPPORT PERSONAL AS A PROFESSIONAL.

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

- a) Demonstrates awareness of the law as it relates to area of specialization.
- b) Demonstrates awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics
- c) Demonstrates commitment to district and professional activities.
- d) Responds to instructive suggestions.
- e) Follows through in response to recommendations and completes tasks in a timely manner

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

- a) Consults with other staff, school personnel and parents concerning the development, coordination, and/or extension of services to those needing specialized programs.
- b) Plans and develops support programs to serve the preventive and developmental needs for the school population and the special needs for some students.
- c) Interprets characteristics and needs of students to parents, staff and community, in group and individual setting via oral and written communications.
- d) Allows and expects student to accept responsibility for decision making possible consequences.
- e) Develops, maintains, and utilizes effective listening and communication skills.
- f) Maintains effective rapport with student, staff, and parents.

Orting School District

Comprehensive Teacher Evaluation based on the 5 Dimensions of Teaching and Learning and 5D+ Teacher Evaluation Rubric Organized by State Criteria

Developed at the Center for Educational Leadership – University of Washington

TEACHER	
EVALUATOR	
POSITION/TEACHING ASSIGNMENT	
OBSERVATION DATES	
TEACHING STATUS	

We know that building the capacity of teachers will lead to better instruction and greater learning for all students. Evaluation should be an on-going process to improve the quality of performance as well as identify areas of strength and required improvement. It should promote growth in teacher effectiveness through the interaction between the teacher and administrator. Helping educators understand what good teaching looks like is at the heart of the Center for Educational Leadership's 5D+ Teacher Evaluation Rubric – a growth-oriented tool for improving instruction.

The 5D+ Teacher Evaluation Rubric is based on the 5 Dimensions of Teaching and Learning (5D) instructional framework, which is derived from an extensive study of research on the core elements that constitute quality instruction. These core elements have been incorporated into the 5D framework and 5D+ rubric as five dimensions -- Purpose, Student Engagement, Curriculum & Pedagogy, Assessment for Student Learning, and Classroom Environment and Culture – which are divided into 13 subdimensions. The 5D+ Rubric also includes Professional Collaboration and Communication which is based on activities and relationships that teachers engage in outside of classroom instruction.

The summative rating for each indicator below is based on an analysis of evidence. In general, formative evidence is gathered through multiple observations, review of artifacts, responses to wonderings, trends, student work, notes from formative conversations, teacher self-assessment, etc.

The summative rating for each state criterion is based on the preponderance of evidence for each indicator rating within the state criteria and its probable truth/accuracy, not the amount of evidence. If the criterion score is not clear, the guiding questions below are used to reflect on the evidence in order to determine an informed professional judgment about what the criterion level score and final summative rating should be for the year.

- What else do I need to see or consider to make a final decision – what is available to me?
- What is the distribution of evidence over time?
- Has there been demonstrated and consistent improvement? If there was growth, was the growth sustained?
- What would be the tipping point? If I consistently saw “X”, I would feel confident that the performance is Basic. If I consistently saw “Y”, I would feel confident that performance is Proficient.
- What is the essence of the indicator? The criterion? Go back and find the key words in the framework/rubric. What does the evidence tell you about the evaluatee's performance and growth with regards to this essential aspect of the indicators/criterion?
- Is this evaluatee more Basic than s/he is Proficient, or more Proficient than s/he is Basic in this indicator? What is the evidence based in the framework/rubric to support your decision?

Washington State Teacher Evaluation Criteria	COMPREHENSIVE EVALUATION Dimension 5D+ Teacher Evaluation Indicator		Summative Rating	Criteria Score
1.Centering Instruction on High Expectations for Student Achievement	P1	Learning Target(s) connected to standards		
	P4	Communication of learning target(s)		
	P5	Success criteria		
	CEC2	Learning Routines		
2.Demonstrating Effective Teaching Practice	SE1	Quality of Questioning		
	SE4	Opportunity and Support for Participation and Meaning Making		
	SE5	Student Talk		
	CP5	Use of Scaffolds		
3.Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs	SE2	Ownership of learning		
	SE3	Capitalizing on Students' Strengths		
	CP4	Differentiated Instruction for Students		
	A4	Teacher Use of Formative Assessment		
	3.1	Establish Student Growth Goal(s)		
	3.2	Achievement of Student Growth Goal(s)		
4.Providing Clear and Intentional Focus on Subject Matter Content and Curriculum	P2	Lessons Connected to Previous and Future Lessons, Broader Purpose and Transferable Skill		
	CP1	Alignment of Instructional Materials and Tasks		
	CP2	Teacher Knowledge of Content		
	CP3	Discipline-Specific Teaching Approaches		
	P3	Design of Performance Task		
5.Fostering and Managing a Safe, Positive Learning Environment	CEC1	Classroom Arrangement and Resources		
	CEC3	Use of Learning Time		
	CEC4	Student Status		
	CEC5	Norms for Learning		
6.Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning	A1	Student Self-assessment		
	A2	Student Use of Formative Assessments Over Time		
	A3	Quality of Formative Assessment Methods		
	A5	Collection Systems for Formative Assessment Data		
	6.1	Establish Student Growth Goal(s)		
	6.2	Achievement of Student Growth Goal(s)		
7.Communicating and Collaborating with Parents and the School Community	PCC2	Communication and Collaboration with Parents and Guardians		
	PCC3	Communication within the School Community About Student Progress		
8.Exhibiting Collaborative and Collegial Practices Focused on Improving Instructional Practice and Student Learning	PCC1	Collaboration with Peers and Administrators to Improve Student Learning		
	PCC4	Support of School, District, and State Curricula, Policies and Initiatives		
	PCC5	Ethics and Advocacy		
	8.1	Establish Team Student Growth Goal(s)		

RATING SUMMARY BY STATE CRITERION

Washington State Criteria	Score
1. Centering Instruction on High Expectations for Student Achievement	
2. Demonstrating Effective Teaching Practice	
3. Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs	
4. Providing Clear and Intentional Focus on Subject Matter Content and Curriculum	
5. Fostering and Managing a Safe , Positive Learning Environment	
6. Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning.	
7. Communicating and Collaborating with Parents and the School Community	
8. Exhibiting Collaborative and Collegial Practices Focused on Improving Instructional Practice and Student Learning	
Total Washington State Criteria Preliminary Score	

Washington State Criteria Preliminary Scoring Bands			
8-14	15-21	22-28	29-32
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4

PRELIMINARY SCORE: ☐ Unsatisfactory ☐ Basic ☐ Proficient ☐ Distinguished

Washington State Student Growth Rating			
Student Growth	Goal-Setting Based on Rubric	Student Growth Based on Rubric	Overall Student Growth Criteria Rating
Criterion 3			
Criterion 6			
Criterion 8		NA	
Student Growth Score			

Student Growth Scoring Band		
5-12	13-17	18-20
Low	Average	High

STUDENT GROWTH SCORE: ☐ Low ☐ Average ☐ High

CHECK ONE OF THE FOLLOWING TO DETERMINE FINAL SUMMATIVE RATING BASED ON PRELIMINARY SCORE AND STUDENT GROWTH SCORE:

- ☐ The teacher falls into a **preliminary summative category** of Distinguished and has an AVERAGE or HIGH **student growth rating**, so the teacher receives an **overall summative rating** of Distinguished and should be recognized or rewarded.
- ☐ The teacher falls into a **preliminary summative category** of Distinguished and has a LOW **student growth rating**, so the teacher receives an **overall summative rating** of Proficient and the teacher and principal must participate in a **student growth inquiry**.
- ☐ The teacher falls into a **preliminary summative category** of Basic or Proficient and has an AVERAGE or HIGH **student growth rating**, so the teacher's **overall summative rating** remains the same as the teacher's preliminary summative rating.
- ☐ The teacher falls into a **preliminary summative category** of Basic or Proficient and has a LOW **student growth rating**, so the teacher's **overall summative rating** remains the same as the teacher's preliminary summative rating and the teacher and principal must participate in a **student growth inquiry**.
- ☐ The teacher falls into a **preliminary summative category** of Unsatisfactory and has a HIGH **student growth rating**, so the principal should review the **overall summative rating** and the teacher must be placed on probation.
- ☐ The teacher falls into a **preliminary summative category** of unsatisfactory and has an AVERAGE or LOW **student growth rating**, so the teacher's **overall summative rating** remains the same as the teacher's preliminary summative rating and the teacher must be placed on probation.

FINAL SUMMATIVE SCORE: ☐ Unsatisfactory ☐ Basic ☐ Proficient ☐ Distinguished

Notes for potential areas of focus for the next school year:

Based on the teacher's performance on the adopted state criteria during this evaluation period, it is my professional judgment that this staff member's performance status is:

☐ Satisfactory ☐ Unsatisfactory

(Note: A teacher's work will not be judged satisfactory if the overall summative rating is level 1 or 2 when the teacher has more than 5 years of experience and level 2 has been received 2 consecutive years or 2 out of 3 consecutive years.)

Date of Final Evaluation Conference

Signature of Evaluator

Date

My signature below indicates I have reviewed this evaluation, including the rating summary by criterion. It does not necessarily indicate agreement with the findings. I understand that I may submit a written response to this evaluation.

Teacher Signature

Date

Orting School District

Focused Teacher Evaluation based on the 5 Dimensions of Teaching and Learning and 5D+ Teacher Evaluation Rubric Organized by State Criteria

Developed at the Center for Educational Leadership – University of Washington

TEACHER	
EVALUATOR	
POSITION/TEACHING ASSIGNMENT	
OBSERVATION DATES	
TEACHING STATUS	

We know that building the capacity of teachers will lead to better instruction and greater learning for all students. Evaluation should be an on-going process to improve the quality of performance as well as identify areas of strength and required improvement. It should promote growth in teacher effectiveness through the interaction between the teacher and administrator. Helping educators understand what good teaching looks like is at the heart of the Center for Educational Leadership’s 5D+ Teacher Evaluation Rubric – a growth-oriented tool for improving instruction.

The 5D+ Teacher Evaluation Rubric is based on the 5 Dimensions of Teaching and Learning (5D) instructional framework, which is derived from an extensive study of research on the core elements that constitute quality instruction. These core elements have been incorporated into the 5D framework and 5D+ rubric as five dimensions -- Purpose, Student Engagement, Curriculum & Pedagogy, Assessment for Student Learning, and Classroom Environment and Culture – which are divided into 13 subdimensions. The 5D+ Rubric also includes Professional Collaboration and Communication which is based on activities and relationships that teachers engage in outside of classroom instruction.

The summative rating for each indicator below is based on an analysis of evidence. In general, formative evidence is gathered through multiple observations, review of artifacts, responses to wonderings, trends, student work, notes from formative conversations, teacher self-assessment, etc.

The summative rating for each state criterion is based on the preponderance of evidence for each indicator rating within the state criteria and its probable truth/accuracy, not the amount of evidence. If the criterion score is not clear, the guiding questions below are used to reflect on the evidence in order to determine an informed professional judgment about what the criterion level score and final summative rating should be for the year.

- What else do I need to see or consider to make a final decision – what is available to me?
- What is the distribution of evidence over time?
- Has there been demonstrated and consistent improvement? If there was growth, was the growth sustained?
- What would be the tipping point? If I consistently saw “X”, I would feel confident that the performance is Basic. If I consistently saw “Y”, I would feel confident that performance is Proficient.
- What is the essence of the indicator? The criterion? Go back and find the key words in the framework/rubric. What does the evidence tell you about the evaluatee’s performance and growth with regards to this essential aspect of the indicators/criterion?
- Is this evaluatee more Basic than s/he is Proficient, or more Proficient than s/he is Basic in this indicator?
- What is the evidence based in the framework/rubric to support your decision?

If Criterion 3 or 6 is selected, evaluators will use the accompanying student growth rubrics.
 If Criterion 1, 2, 4, or 5 is selected, evaluators will also use Criterion 3 or Criterion 6 student growth rubrics

Washington State Teacher Evaluation Criteria	COMPREHENSIVE EVALUATION Dimension 5D+ Teacher Evaluation Indicator		Summative Rating	Criteria Score
1.Centering Instruction on High Expectations for Student Achievement	P1	Learning Target(s) connected to standards		
	P4	Communication of learning target(s)		
	P5	Success criteria		
	CEC2	Learning Routines		
2.Demonstrating Effective Teaching Practice	SE1	Quality of Questioning		
	SE4	Opportunity and Support for Participation and Meaning Making		
	SE5	Student Talk		
	CP5	Use of Scaffolds		
3.Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs	SE2	Ownership of learning		
	SE3	Capitalizing on Students' Strengths		
	CP4	Differentiated Instruction for Students		
	A4	Teacher Use of Formative Assessment		
	3.1	Establish Student Growth Goal(s)		
	3.2	Achievement of Student Growth Goal(s)		
4.Providing Clear and Intentional Focus on Subject Matter Content and Curriculum	P2	Lessons Connected to Previous and Future Lessons, Broader Purpose and Transferable Skill		
	CP1	Alignment of Instructional Materials and Tasks		
	CP2	Teacher Knowledge of Content		
	CP3	Discipline-Specific Teaching Approaches		
	P3	Design of Performance Task		
5.Fostering and Managing a Safe, Positive Learning Environment	CEC1	Classroom Arrangement and Resources		
	CEC3	Use of Learning Time		
	CEC4	Student Status		
	CEC5	Norms for Learning		
6.Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning	A1	Student Self-assessment		
	A2	Student Use of Formative Assessments Over Time		
	A3	Quality of Formative Assessment Methods		
	A5	Collection Systems for Formative Assessment Data		
	6.1	Establish Student Growth Goal(s)		
	6.2	Achievement of Student Growth Goal(s)		
7.Communicating and Collaborating with Parents and the School Community	PCC2	Communication and Collaboration with Parents and Guardians	XXXXXXXXXX	XXXXXX
	PCC3	Communication within the School Community About Student Progress	XXXXXXXXXX	
8.Exhibiting Collaborative and Collegial Practices Focused on Improving Instructional Practice and Student Learning	PCC1	Collaboration with Peers and Administrators to Improve Student Learning	XXXXXXXXXX	XXXXXX
	PCC4	Support of School, District, and State Curricula, Policies and Initiatives	XXXXXXXXXX	
	PCC5	Ethics and Advocacy	XXXXXXXXXX	
	8.1	Establish Team Student Growth Goal(s)	XXXXXXXXXX	
			End of Year Composite	

Teachers must engage in a comprehensive evaluation every six years. Once a teacher has received a comprehensive evaluation that is either distinguished or proficient and met all other OEA and district requirements, he/she may “bank” the overall summative rating and carry-over that rating into the subsequent focused evaluation the following years.

The last school year this teacher’s evaluator completed a comprehensive evaluation:

The summative rating this instructor received during the last comprehensive evaluation was (Select One):

- ☐ Proficient
- ☐ Distinguished

Check one of the following to determine final summative score:

- ☐ The teacher received a “Distinguished” overall rating during the last comprehensive evaluation. Therefore, the teacher receives an **overall summative rating** of Distinguished.
- ☐ The teacher received a “Proficient” overall rating during the last comprehensive evaluation but has received a Distinguished rating on this year’s Focused evaluation criterion. Therefore, the teacher’s **overall summative rating is elevated to Distinguished** for this year’s focused evaluation.
- ☐ The teacher received a “Proficient” overall rating during the last comprehensive evaluation. Therefore, the teacher receives an **overall rating of Proficient** for this year’s focused evaluation.

FOCUSED EVALUATION OVERALL SUMMATIVE RATING: ☐ Proficient ☐ Distinguished

Notes for potential areas of focus for the next school year:

Date of Final Evaluation Conference

Signature of Evaluator

Date

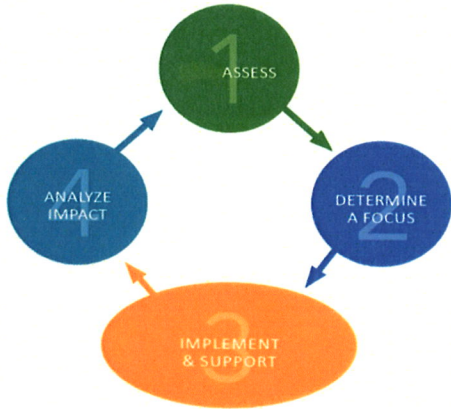
My signature below indicates I have reviewed this evaluation, including the rating summary by criterion. It does not necessarily indicate agreement with the findings. I understand that I may submit a written response to this evaluation.

Teacher Signature

Date

Orting School District

Educator Evaluation based on the 5 Dimensions of Teaching and Learning and 5D+ educator Evaluation Rubric
Inquiry Cycle



EDUCATOR GROWTH AND EVALUATION

- Engage in two inquiry cycles during the year
- Set student growth goals
- Receive a minimum of two (2) observations with feedback, totaling at least 60 minutes
- Engage in three conferences with evaluator: one in September to determine a focus, one mid-year to analyze impact, and one at the end of the year to analyze impact and receive summative evaluation

CERTIFICATED SUPPORT STAFF GROWTH AND EVALUATION

- Engage in an inquiry cycle during the year
- Receive a minimum of two observations totaling 60 minutes
- Engage in two conferences with evaluator: one in September to determine a focus, and one at the end of the year to analyze impact and receive summative evaluation