

Oroville School District

Oroville EA

June 23, 2021

7.23.21  
District  
Proposal  
1:00 p.m.

Proposal

### District proposal 1

#### **Section D: Distribution of Agreement**

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

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

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

### District proposal 2

#### **Section B: Employee Rights**

1. **Right to Organize:** Every employee shall have the right to form, join and participate in collective bargaining through representatives of their own choosing. There shall be no discrimination against any employee in any manner as a result of that employee's membership and activity in the Association.
2. **Non-Discrimination:** ~~The terms of this agreement shall be applied without regard to age, race, creed, religion, color, national origin, sex, marital status, military duty, or handicap, except as permitted by law.~~

~~The parties shall not discriminate against any employee because of membership or non-membership in the Association, race, creed, religion, color, national origin, age, sex, sexual orientation including gender expression or identity, marital status, families with children, the presence of any sensory, mental or~~

physical disability, unless permitted by a bona fide occupational qualification, use of a trained dog guide or service animal by a person with a disability, honorably discharged veteran, veteran, or military status.

### Proposal 3

## ARTICLE III. EMPLOYEE RIGHTS

### ***Section A: Due Process***

1. **Policy:** The District recognizes the employee's right to due process according to law. This recognition allows for timely notice, ~~an opportunity to be heard hearing,~~ access to ~~adequate~~ representation, and the right to confront witnesses ~~during the grievance process.~~
2. **Just Cause:** No employee shall be disciplined, warned, reprimanded, or reduced in rank or compensation without just ~~and sufficient~~ cause.
3. **Written Notice Grounds:** ~~The employee shall receive written notice of any disciplinary action being taken by the District prior to it being placed in the employees personnel file. Any charges that are made as specific grounds for any kind of disciplinary action shall be reduced to writing and delivered to the affected employee(s) prior to any action being taken by the District or its administrators.~~
4. **Right to Representation:** An employee shall have the right to ~~request an~~ Association ~~a~~ representative of his/her own choosing ~~be~~ present in any ~~investigatory~~ or disciplinary action. ~~Meeting.~~
5. **Disciplinary Action:** Any disciplinary action ~~beyond an oral warning~~ taken against an employee shall be appropriate to the behavior outlined in the written documentation of disciplinary action ~~which may include documentation of oral warning charge that precipitates the disciplinary action.~~
3. **Rights of Law:** Every employee shall be entitled to full rights of citizenship and nothing contained within this Agreement shall be construed to limit or restrict the religious, political or social activities of any employee outside of the regular school day and/or contracted assignments, unless such activities are not in compliance with the Code of Professional Conduct as outlined in WAC Chapter 181-87.
4. **Harassment:** The Parties, including their representatives and members shall follow the district policies in regard to harassment and sexual harassment including the reporting and steps to ensure that it does not happen. Investigating, warning, evaluating, reprimanding, or other official business shall not be construed as harassment. Employees shall follow the directions of their supervisors unless it places them in harm's way, places others in harm's way, or is illegal. Supervisors shall be professional



and will not create a hostile working environment.

#### **District Proposal 4**

##### ***Section C: Employee Legal Protection***

1. **Defense Against Legal Action:** The District agrees to defend employees against civil legal action if the alleged act or failure to act occurred ~~within the scope of the~~ ~~in the~~ performance of his or her employment assignment, including extracurricular activities ~~governed by this Agreement~~, and the legal action does not arise from an intentional wrongful act of the employee. In providing such defense, the District shall rely on its own insurance policies and retain legal counsel of its own choice. However, the employee shall be free, at his or her own expense, to retain co-counsel or independent counsel of choice.
2. **Threats Against an Employee:** Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify their supervisor and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the supervisor in cooperation with the employee to provide for the employee's safety and/or other earnest efforts. The Superintendent shall report precautionary measures for the employee's safety to the employee and the President at the earliest possible time.
3. **Charges Formal Complaints Against an Employee to be addressed under Board Policy/Procedure 4220:** It shall be the policy of the District that whenever a formal signed charge or complaint concerning any employee ~~to be processed under Policy/Procedure 4220 following these procedures shall be brought to any board member or administrator by any person(s) by any means of communication, the following procedures shall apply,~~ unless superseded by law and this agreement:
  - a. **Notification of Charge(s):** The employee will receive a copy of the complaint within ~~five(5) accused employee shall be notified, in writing, within two (2)~~ school days by the administration or Board, ~~including the nature of the charge and the name of the accuser.~~
  - b. **Meetings:** In an effort to resolve the matter at the lowest practical level, the parties will be encouraged to meet and attempt to resolve the dispute. The appropriate level of resolution shall be determined by the Building Administrator. The employee may request an Association representative attend the meeting if the employee reasonably believes that disciplinary action may result. ~~No meeting to discuss the complaint shall be called unless the complaint is put in writing and signed by the accuser. A copy of the signed charge shall be given to the accused employee. Any meeting scheduled for the purpose of discussing the complaint, allegations, or charges shall be at a time and place mutually agreed upon by the accused employee and the District. It shall be a closed meeting at the option of the employee involved; attendance shall be limited to the Board or their representative(s) and counsel (if desired), the~~

~~accused and his/her counsel (if desired), a member of the Association if requested by the accused, and the accuser except in those cases proscribed by law. Either party may have recording devices and/or witnesses at the meeting. The Board, the Superintendent, or the accused party may call the meeting at any time and place agreed to by all parties, including the accuser. All efforts will be made to arrive at a solution to the problem, which will take place as soon as is practical.~~

- c. **Dismissal of Charges:** If a meeting is not called within twenty (20) calendar days from the date of the issuance of the written complaint, charges shall be dismissed and the District shall notify the accused employee of such dismissal in writing, unless the complaint was a violation of a civil or criminal nature. If the District dismisses the charge, the District shall destroy all related material from the employee's personnel file.
- d. **Civil or Criminal Charges:** If the written complaint is of a civil or criminal nature, it shall be referred to the proper authorities for their attention and the Superintendent may put the employee on suspension until the court case is settled. If the court rules in favor of the employee, any suspension against the employee shall be immediately removed and the employee shall be returned to normal tenure and pay for his or her experience level. Such suspension by the District shall not void the employee's statutory (RCW 28A.405) rights, nor the employee's contractual rights found herein.

## District proposal 5

### ***Section F: Focused Evaluation Process***

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

- The focused evaluation is used when a teacher is not evaluated using the comprehensive evaluation process, and will include evaluation of one of the eight state criteria and the associated student growth measure(s).
- In years when a comprehensive summative evaluation is not required, classroom teachers who received a summative evaluation performance rating of level 3 or above in the previous school year are required to complete a focused evaluation.



## District Proposal 6

### ***Section C: Criteria for Modified Educational Program***

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

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

## District proposal 7-

### ***Section C: Workload and Class Size***

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

Grades Kindergarten (K) through three (3)	twenty-three (23) per
day Grades four (4) through six (6)	twenty-six (26) per day
Grades seven (7) through twelve (12)	twenty-nine (29) per
period K-6 Music & PE	twenty-nine (29) per
period	
Grade 7 through (12) P.E.	forty (40) per period
Grade 7 through (12) Music	forty (40) per period
  - ~~b. Teachers who have special education students in their classroom will be able to count those students up to 1.5 FTE if those students require accommodations and modifications that the teacher must provide in their academic program. The special education administrator, with regular and special education teacher input, will assign weighting factors to special education students for class size determination only. Administrators or teachers may request the student weighting process when class sizes are approaching overload status. These weighting factors will reflect at least the following challenges for a regular classroom teacher who will be responsible for mainstreaming this student in~~

~~their classroom.~~

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

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

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

~~The building Principal will give careful consideration when assigning students who may have special needs to individual classrooms that may include the following:~~

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

~~The following is contingent upon accepting the strike-outs above: Special Education Teachers with a case load of five to 15 IEP students will be provided one day release time per quarter for the purpose of IEP management. SPED teachers with more than 15 IEP students on their case load will be provided an additional two days per semester for IEP management.~~

## Proposal 8- Article VII- Leaves

### Section H: Washington Paid Family and Medical Leave

Employees shall be eligible to receive Paid Family and Medical Leave under the Washington State Family and Medical Leave Act . To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. The District will comply with the PFML to the extent required by law.

### Section I: Other Leaves



The District shall provide qualified employees with the following leaves with employee documentaion:

- Military Leave RCW 38-40-060)/Washington Military Leave Act
- Domestic Violence Leave (unpaid) RCW 49.76.030/WAC 357-31-327
- Faith and Conscience Leave(unpaid) WCA 357-31-052

## **District Proposal 9**

### ***Section C: Extended Work Year***

#### **TRI – Time, Responsibility, and Incentive**

##### **Time (T)**

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

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

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

##### **Responsibility (R)**

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

##### **Incentive (I)**

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

A study was conducted by equal members of OEA and Administration. Upon completion of the study, it was determined by that those teachers who received an overall annual evaluation of "Distinguished" may receive an additional stipend of \$1000 for work. Stipend would be issued in June and paid in July. ( Note: COVID prohibited movement toward this goal)

## ***Proposal 10***

### ***New Section***

#### ***Supplemental Co-Curricular Contracts:***

***The District will offer supplemental co-curricular contracts to those employees represented by this agreement first. If there are no qualified candidates within the bargaining unit or if there are no applicants from the OEA, the District may seek applicants from outside the bargaining unit to fill the position(s) for one year.***

## ***District Proposal 11***

### ***Section F: Fringe Benefits***

1. ~~***State Insurance Contribution:*** Beginning September 1, the District shall provide the maximum state insurance contribution funded by the state per month per FTE on a pooled basis. In lieu of HCA payments billed by the state for the retiree's health benefits (Health Care Retiree Contribution) in 2015-16, a professional responsibility stipend of \$312 shall be given per FTE. Starting in 2016-17 and each year thereafter, the District shall pay sixty-five dollars (\$65) per month of the HCA. District funding for this benefit is contingent upon Levy passage.~~
2. ~~***Part-Time Employees:*** Employees less than full time will receive a pro-rata share, based on their percentage of FTE, of the maximum contribution.~~
3. ~~***Available Programs:*** Employees may use the monthly premium to provide the programs listed below:
  - a. ~~WEA Select Health Plans (including WEA Select HMO)~~
  - b. ~~Vision Care Plan~~
  - c. ~~Washington Dental Service Plan~~
  - d. ~~Orthodontia~~~~
4. ~~***Pooling:*** The intent of the Parties is to provide the maximum insurance contribution provided by the state to the employee pool. To gain maximum utilization of the total State insurance contribution provided by law for employees, the District shall contribute the maximum provided to an insurance pool to be distributed among~~



~~employees, to those who do not generate sufficient monies to cover the full cost of medical coverage.~~

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

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

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

Insurance:.

The District shall provide qualified employees with insurance benefits, beginning January 2020, that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

A. Availability:

1. Employees are qualified if they work or will work a minimum of 630 hours during the year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under SEBB, a school year shall mean September 1 through August 31. The effective date of coverage is the first day of the month following the day the employee begins work.
2. Open enrollment begins as per SEBB rules.
3. Individuals must enroll on-line themselves or with forms provided by SEBB.

B. Benefits:

1. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance, and long-term disability insurance. Employees may select optional benefits at their own expense.
2. Employees will select a carrier approved by SEBB and available in the county they live in or as per SEBB rules.

C. Premiums:

1. The district shall pay their portion of the employee premium as established by SEBB.
2. Employees will be responsible for their portion of the premium.
3. Premium surcharges will be paid by the employee.

D. Benefit Termination:

Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school year), benefit coverage will continue through August 31 of that year.

E. Implementation Issues.

The parties agree to meet and negotiate, to the satisfaction of both parties, any discrepancies or disagreements that develop as the SEBB program is implemented.

Should any contract language be found not to be allowed under State law and/or SEBB rules, State law and SEBB rules shall govern.

District Proposal 12

## ARTICLE X. DURATION OF AGREEMENT

### Duration of Agreement



- A. This agreement shall be effective as of September 1, ~~2018~~ and shall continue in effect through August 31, ~~2020~~. Three years
- B. Upon written notice given by the Association to the District the Parties agree to exchange proposals and commence negotiations on limited openers no later than the 12<sup>th</sup> month of each contract year. ~~The openers for the 2019-20 school year will include; Class size/overload language for the Association and Employee Legal Protection for the District. Each Party will also have one (1) additional opener each. Any Legislative impact will trigger an automatic opener to address the issue(s) impacted. Items mutually agreed to by both parties may be negotiated at any time during the duration of this agreement.~~ Salary will not be an opener for the ~~2019-20~~ duration of this agreement ~~school year~~.
- ~~The Salary Schedule (Appendix C) will be increased by either the Implicit Price Deflator (IPD) or the increase in the State allocation for certificated educational employees whichever is higher.~~
- C. This agreement shall be opened for the purpose of negotiating such successor contract or contract parts at least ninety (90) days prior to the termination date.
- D. Executed this \_\_\_\_\_ day of \_\_\_\_\_ ~~2018~~ by and between the Oroville School Board and the Oroville Education Association.

By \_\_\_\_\_  
OEA President

## Appendix C: Salary Schedule

Proposal 13 : 2% IPD Year 1 ; IPD; IPD – Salary is not to be a reopener under the term of this agreement.