

Comprehensive Professional Agreement

between

Naselle-Grays River Valley School District #155

and the

Naselle-Grays River Education Association



---

2020-2021

Negotiating for the Board

Ms. Lisa Nelson, Superintendent

Mrs. Lorraine Wilson, Attorney at Law at Porter Foster Rorick LLP

Negotiating for the Association

Mrs. Sylvia Hoagland, Bargaining Representative

Mrs. Rose Nisbet, Bargaining Representative

Mr. Rudi Rudolph, NGREA President

Mr. Roy Maier WEA Lower Columbia Uniserv Representative

## Contents

1.00 ADMINISTRATION OF THE AGREEMENT	6
Definition of Parties and Purpose of Agreement	6
Recognition of the Exclusive Bargaining Representative	6
Conformity to Law	6
Ratification and Mutual Consent	6
Compliance of the Agreement	6
Administration, Application, and Interpretation	7
Appendices	7
Definitions of Teacher Categories	7
Printing and Distribution of the Agreement	7
Additional Definitions	7
2.00 RIGHTS OF PARTIES, DUES AND REPRESENTATION FEES	8
Management Rights	8
Association Rights	8
Association Security and Dues Deductions	9
3.00 PERSONNEL	11
Teacher Rights	11
Teacher Responsibilities	11
Personnel Files	13
Academic Freedom	14
Just Cause and Discipline	14
Assignment, Vacancies, Transfers	15
4.00 STAFF DEVELOPMENT/INDIVIDUAL GROWTH	17
General	17
Staff Development Opportunities	17
Staff Development Budgets	18
District Required Training	18
National Board of Professional Teaching Standards Certification	18
Teacher Assistance Program	18
5.00 CONTRACTS, HOURS, SALARIES	20
Individual Teacher's Contract	20
Release from Contract	20
Length of Contract	21
Conditions Governing Placement on the Salary Schedule	21
Payment	22
Class Size Reduction Procedures	22
Teacher Workday	23
Preparation Period	23
Mileage Reimbursement	23
Working Environment	23
6.00 EXTENDED DAYS & SUPPLEMENTAL CONTRACTS	25
Extended Contract Adjustments	25
NYCS Afternoon/Evening Shift	26
Supplemental Contracts for Co-curricular Activities	27
Building Improvement Teams and Chairs	27
Technology Director/Facilitators/ Voc Director	28

7.00 BENEFITS AND INSURANCE	29
Sick Leave Buy-back	29
Insurance Benefits	29
Vaccinations	30
8.00 LEAVES	31
Illness, Injury, and Emergency Leave/Bereavement Leave	31
Maternity Leave/Family Leave	32
Jury Duty and Subpoena Leave	32
Personal Leave	33
Military Leave	33
Leave of Absence without Pay	33
Leave for Part-time Teachers & Leave-replacement Teachers	33
Association Leave	33
NYCS & Naselle Public Summer School Leave Use Permitted	33
Professional Leave	34
Misuse of Leave	34
Sick Leave Sharing	34
Child Rearing Leave	35
Unusual or Exceptional Leave	35
Leave deductions	35
9.00 GRIEVANCE PROCEDURES	36
Purpose	36
Definitions	36
Timelines	36
Representation	36
Process	37
Supplemental Procedures and Conditions	38
Binding Effect of Award	39
Limits of the Arbitrator	39
10.00 REDUCTION IN FORCE AND RECALL	40
Certificated Staff Reduction Policy	40
Program and Staff Reductions	40
Staff Reduction Procedure	40
Certificated Staff Recall Procedure	41
Seniority	42
11.00 CERTIFICATED STAFF EVALUATION	43
Introduction	43
Applicability	44
Professional Development	44
State Criteria Framework and Scoring	44
Definitions	45
Comprehensive Evaluation	45
Focus Evaluation	45
Student Growth Scoring	45
Support for Basic and Unsatisfactory	45
Probation	45
Non Renewal	45

<u>Documentation</u>	<u>45</u>
Evaluation Results	
<u>12.00 SUBSTITUTES PAY, AND WORKING CONDITIONS .....</u>	<u>49</u>
<u>Substitute List and Assignment</u>	<u>49</u>
<u>Substitute Pay</u>	<u>49</u>
<u>Substitute Workday</u>	<u>49</u>
<u>13.00 STATUS AND DURATION OF AGREEMENT .....</u>	<u>50</u>
<u>Status of the Agreement</u>	<u>50</u>
<u>Duration of the Agreement</u>	<u>50</u>
<u>Reopeners</u>	<u>50</u>
<u>Negotiations</u>	<u>50</u>
<u>Appendix A Leave Sharing Guidance</u>	<u>50</u>
<u>Appendix B Pre-Evaluation Form</u>	<u>50</u>
<u>Appendix C Post-Evaluation Form</u>	<u>50</u>
<u>Appendix D Focused Evaluation Form</u>	<u>50</u>
<u>Appendix E Comprehensive Evaluation Form</u>	<u>50</u>
<u>Appendix F Salary Schedule</u>	<u>50</u>
<u>Signatures of the Parties</u>	<u>51</u>

## 1.00 ADMINISTRATION OF THE AGREEMENT

### 1.1 Definition of Parties and Purpose of Agreement

This Agreement is entered into September 1, 2020 by and between the Naselle-Grays River Education Association, hereinafter called the "Association", (affiliated with the Washington Education Association, hereinafter called the "WEA," and the National Education Association, hereinafter called the "NEA,") and the School District of Naselle-Grays River Valley, the county of Pacific, Washington, hereinafter called the "Board" or the "District." The signatories shall be the sole parties of this Agreement.

### 1.2 Recognition of the Exclusive Bargaining Representative

- A. Pursuant to Chapter 41.59 RCW, the Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated non-supervisory employees, hereinafter called "teacher," employed by the Board.
- B. Such representation shall cover all teachers who are under contract, who are under Board- approved leave, who are represented substitutes; and such representation shall cover all teachers assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative.
- C. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of the Agreement.

### 1.3 Conformity to Law

- A. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement or any application of this Agreement to any teacher or groups of teachers covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.
- B. If any provision of this Agreement is so held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible
- C. Rules, regulations, policies, and resolutions of the District, which are not in conflict with the terms of this agreement, shall not be affected by the terms of this agreement. The provisions of this agreement shall be binding in the event that there are conflicts with rules, regulations, policies, and resolutions of the District.

### 1.4 Ratification and Mutual Consent

- A. When agreement is reached between bargaining teams, the proposed agreement shall be reduced to writing and submitted and recommended first to the Association for ratification within two weeks. After ratification by the Association, the agreement shall be recommended to the Board. Upon approval, the terms of the agreement shall be implemented.

### 1.5 Compliance of the Agreement

- A. Individual teacher contracts issued to members of the bargaining unit will contain no provisions that would violate any section of this agreement.

### 1.6 Administration, Application, and Interpretation

- A. Upon request by either party, Association officials and District administrators shall meet to discuss school problems relating to interpretation or compliance with the Professional Agreement or other problems.
- B. Designated Association officials and District administrators may meet monthly to discuss contract maintenance, employment issues, policies, employment practices, and/or other workplace concerns.

## **1.7 Appendices**

- A. The appendices are integral parts of this Agreement, and by this reference are incorporated herein.

## **1.8 Definitions of Teacher Categories**

- A. A full-time teacher is a teacher hired for the equivalent of 180 workdays or more in a year.
- B. A part-time teacher is a teacher who works less than a full day, or full days for less than 180 workdays.
- C. A leave-replacement teacher is a teacher hired to fill a position for a teacher on leave and is not on continuing contract.
- D. A represented substitute teacher is a teacher hired in the same position for more than twenty (20) consecutive days or works more than thirty (30) nonconsecutive days, during any twelve (12) month period if they remain available as a substitute. Represented substitutes remain represented until a twelve-month period passes in which these standards are not met.

## **1.9 Printing and Distribution of the Agreement**

- A. Within forty-five (45) days following the ratification and signing of this Agreement, the Association will create and distribute a PDF version of the contract to be emailed to all certified staff and the Superintendent.
- B. Each party shall have a signed copy of the final agreement.

## **1.10 Additional Definitions**

- A. Comprehensive Professional Agreement (CPA) refers to the contract (collective bargaining agreement).
- B. Hourly rate: (per diem rate): refers to a teacher's base contract compensation divided by one hundred eighty (180) days, for the per day/diem rate, and that rate is divided by seven (7) hours for the per diem hourly rate. This rate is paid for participation and for instructional services that are utilized in making supplemental contract payments.
- C. Letter of Agreement: A Letter of Agreement (LOA) carries the full weight and force of the CPA for the duration of the CPA, unless changed through the bargaining process. Only the District and Association may enter into and sign a Letter of Agreement. Letters of Agreement expire concurrent with the expiration of the current CPA unless renewed with or without modification for a new contract period.
- D. Letter of Understanding: A Letter of Understanding (LOU) is an agreement constituting the interpretation of the Comprehensive Professional Agreement (CPA) that is in force at the time that a misunderstanding occurs. The LOU is signed by the Association President, the Association's Vice-President, the District Superintendent, and the Superintendent's designee. The duration of a letter of understanding is for the length of time that the CPA is in effect unless changed by mutual agreement through the bargaining process. LOU's will be reviewed at each full bargain to determine whether or not the LOU should be included in the CPA or the Letter of Agreement (LOA) with or without modification.

## **2.00 RIGHTS OF PARTIES and DUES**

### **2.1 Management Rights**

- A. The parties jointly recognize that pursuant to the laws of Washington State, the Board, as elected citizens, has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of the Agreement.
- B. In accordance with and subject to applicable laws, regulations and provisions of this Agreement, the Board retains the exclusive right to manage the District and to direct its employees. Further the Board retains the rights to delegate such management rights to management personnel, but only to the extent allowed by law or regulations. The Board acts by and through its administrative and supervisory staff. The following are recognized management functions:
1. To determine the administrative organization to manage the school system;
  2. To set up principles of interrelationships and working procedures whereby the Board, Superintendent, professional staff and lay people can participate in determining educational and administrative policy in the operation of the schools;
  3. To prescribe courses of study, to include those required by the State Board of Education for use in the common schools of this state;
  4. To employ, evaluate, promote, assign, and transfer employees;
  5. To non-renew, discharge, suspend, demote and discipline employees;
  6. To prepare and adopt an annual budget and other financial documents required by law
  7. To establish school location, use, design, feasibility, need and cost;
  8. To make necessary policies, rules, and regulations not inconsistent with this Agreement and deemed essential to the well-being of students within the District; and
  9. Reserve unto itself all of its legal responsibilities for the operation of a good common school, including the right to accept or reject any and all recommendations and the right to revise its policies, rules and regulations from time to time to meet changing conditions.
- C. Any other management functions not specifically covered in this Agreement shall be retained by the Board and its designees when such functions are required by law.

### **2.2 Association Rights**

- A. School facilities may be used for Association meetings and business at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations. Provided further that school facilities may not be used during strikes or work stoppages and further will not be used to take strike votes or prepare strike materials such as picket signs.
- B. The Association will be granted the privilege of using building business equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for all paper and supplies related to such use and shall be responsible for any damage or maintenance charges attributable to its use of that equipment.
- C. Communication:
1. The District will provide the Association Representative reasonable access to new employees for the purpose of presenting information about their exclusive bargaining agreement and representation. The meeting with the new teachers in their classroom will follow rules in RCW 41.56.037 and not be in excess of 30 minutes.
  2. Inter-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as Association materials and contain the name of the authorizing Association official and are not political in nature or defaming to any individual or group. Restrictions on political materials shall not be interpreted to include internal, non-public Association politics.



3. The Association will not use District mail services or bulletin boards during work stoppages or strikes nor to mail strike votes or strike pamphlets. All materials must be clearly marked as to source.
4. Email and network services shall be permitted to be used by the Association with the same limitations defined in the paragraphs above and subject to the District's Acceptable Use Policy.
5. In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to non-classroom teaching hours such as breaks, the duty-free lunch period, and before and after normal working hours unless agree upon by the Superintendent. The district will allow NYCS teachers to attend up to two Association meetings on inservice days starting at the end of the NPS teacher's workday. NYCS teachers will make up for missed time.
6. Repeated and/or intentional violations of this section will result in the immediate suspension of those privileges for the duration of the agreement.

The Association shall be placed on the District's mailing list to receive the following:

1. Annual financial reports
  2. Monthly revenue and expenditure reports
  3. Public notices, agendas, and minutes of all Board meetings
  4. Monthly student enrollment reports
  5. District Directory
  6. Certificated Personnel Reports (S-275)
  7. Other materials agreed upon between the Superintendent and the Association.
- E. No employee, including Association representatives, shall suffer loss of pay when grievance or contract maintenance meetings are scheduled during the workday.

### **2.3 Association Security and Dues Deductions**

- A. Employees may elect to become members of the Association
- B. The District agrees to the deduction of monthly dues uniformly levied by the Association for those employees who request in writing to have their regular monthly dues deducted on the basis of individually signed voluntary check-off authorization cards.
- C. On or before September 15 of each school year, the Association shall give written notice to the District of the dollar amounts of dues for members that are to be deducted in the coming school year. These amounts shall not be subject to change during the school year.
- E. Any bargaining unit member having provided dues deduction authorization pursuant to C. above may revoke such authorization by providing written notice of such revocation to the Association. Such notice shall be timely forwarded to the District.
- F. Deductions shall be made in twelve (12) equal amounts from each paycheck beginning with the first warrant of each year. Employees who authorize dues deductions after September or revoke their authorization or terminate employment before June shall have their deductions prorated at one-twelfth (1/12) of the total amount for each month the dues are authorized. The District agrees to promptly remit all monies so deducted directly to the agency designated in writing by the Association. A list of employees from who the deductions have been made shall be provided to the Association. The Association agrees to reimburse the District those sums in excess of the total amount due, provided the District actually remitted the excessive amount. The District shall retain the right to make appropriate administrative corrections for erroneous deductions.
- G. The Association agrees to indemnify and save the District harmless against any liability that may arise by reason of any action taken by the District to comply with the provisions above, including reimbursement for any litigation incurred in connection therewith. The District agrees to notify the Association promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this item and, if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.

## 3.00 PERSONNEL

### 3.1 Teacher Rights

- A. The Board hereby agrees that every teacher as herein defined shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other legal concerted activities for mutual aid and protection.
- B. The parties agree that no teacher shall suffer discrimination with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in legal activities of the Association, or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- C. The parties agree that teachers have rights under Title 28A RCW and other laws not referred to in this agreement. Some rights stated herein are granted under law and some are in addition to those provided by law.
- D. The provisions of this Agreement shall be applied consistent with state and federal laws relative to equal employment opportunity as well as statutes providing for membership or non-membership in teacher organizations.
- E. Any derogatory material not shown to a teacher within ten (10) working days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against the teacher, except in cases of suspected criminal activity where the district or other appropriate parties are conducting an investigation.
- F. The intent of video recording in the classroom is to deter fights, theft, and protect staff from unfounded claims.
  - 1. Video content will not be used in evaluation unless voluntarily submitted by the teacher as part of a collection of evidence for TPEP.
  - 2. No mechanical or electronic device will be utilized to observe or place under surveillance any teacher without his or her knowledge and consent.
  - 3. "Hidden bugs" prohibited: No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis by which records are made of the procedures, activities, conversations, and events in any class without the full knowledge of its presence and specific intended purpose of the record and the written consent by the educator responsible for conducting the class.
  - 4. Content of video will not be shared with non-school employees without permission of staff member and building administration.
- G. Individual use of email and the internet is supported for professional educational purposes and as such is considered school business. This or any personal use as stated above and in District policy does not provide an employee with any rights to privacy.

### 3.2 Teacher Responsibilities

- A. All teachers are expected to perform certain duties during the regular workday that contribute to the activity program, to the guidance program, and to the good climate and efficient operation of the school.
- B. The teacher shall provide for the health, safety and welfare of students under his/her supervision.
- C. As a condition of employment, the teacher assumes the shared responsibility with the total building

staff for supervision and maintenance of order.

1. A teacher shall supervise and attend to student misbehavior whenever it occurs in the teacher's presence in the hallways, cafeterias, washrooms, or grounds.
  2. The teacher shall supervise and maintain fair and reasonable discipline in the classrooms, open labs, resource centers, study halls and activity areas, as assigned by the supervisor.
  3. The teacher shall care for and exercise reasonable responsibility for instruction materials and equipment.
  4. The teacher shall promptly report damage, loss, theft, or depreciation of equipment, furniture or fixtures to the supervisor.
  5. The teacher shall meet with students, parents, and administrators on advisory committees.
  6. Teachers shall accurately take and record attendance in all classes, and supply data as requested to the building offices.
  7. The teacher shall furnish data for enrollments, class sites, and other administrative information as requested.
  8. The teacher shall respond to administrative requests for information or opinions.
  9. The teacher shall conduct studies and research, prepare data, and complete reports for the Board, Superintendent of Public Instruction, and federal agencies as requested.
  10. Teachers shall attend departmental, building, and all school faculty meetings in accordance with the workday provisions contained herein.
  11. All public-school teachers will attend open house, parent-teacher conference and Evening of Excellence. NYCS teachers will attend two camp-wide events of their choice. Teacher will need to inform principal if he/she cannot attend these activities prior to the event. Missed event time will be deducted from personal leave or unpaid leave based on hours missed. Time will be deducted from sick leave if staff missed events time falls under section 8.0 of the CPA.
- D. The Board and the Association agree that it is the responsibility of each teacher to provide the highest quality classroom instruction practical for every pupil.
1. The teacher shall prepare and plan all class work in accordance with District and state curriculum guidelines.
  2. The teachers shall assign and record grades on the basis of progress toward District course objectives.
  3. The teacher shall meet and hold classes for the duration of the assigned time.
  4. The teacher shall accept all students assigned within contract limits, and work with individual students who need assistance.
  5. The teacher shall adapt curriculum materials and course objectives to the needs of students assigned.
  6. Teachers are responsible for assigning and evaluating the work of students based upon specific objectives, and for returning such evaluations to students promptly.
  7. The teacher shall respond positively and constructively to legitimate concerns of students and parents about student progress, and be willing to meet and confer with students and parents in an attempt to find workable solutions.
- E. The teacher shall participate in District curriculum planning.
1. The teacher shall assist with the coordination of the teacher's subject areas with other programs in the school.
  2. The teacher shall assist in the development of course guides, objectives and goals.
  3. The teacher shall assist in establishing criteria for selection of textbooks and other instructional materials.
  4. The teacher shall coordinate goals, content, and material with programs at other levels.
  5. The teacher shall participate in the development of criteria and instruments for course and curriculum evaluation.

- F. Teachers are expected to participate in professional staff development activities to enhance confidence in the use of educational materials, curriculum instructional programs, and other professional skills. Teachers shall develop, annually, with their supervisor, a plan for improvement or maintenance of instructional techniques and skills and meet and confer with their supervisor with regard to the accomplishment and evaluation of the plan.
- G. Employees are required to report child abuse to CPS and building administrator. The District will hold employees harmless when reporting alleged child abuse.
- H. In the absence of an administrator, an employee will not be held accountable or made responsible for the administration of the building unless an agreement between the staff and building principal was made.

### **3.3 Personnel Files**

- A. Teachers shall have the right to inspect all contents of their complete personnel file kept within the District by making an appointment for such purpose through the superintendent or his/her designee. Upon request, a copy of any documents contained therein shall be afforded the teacher. Anyone, at the teacher's request, may be present in this review. No other personnel file shall be kept anywhere in the District. A separate file for processed grievances shall be kept apart from the teacher's personnel file.
- B. The contents of a principal's working file shall, at the end of each year, be placed in the teacher's personnel file or purged, subject to the provisions in the Teacher's Rights Clause (11.7). Such contents shall include any digital media or formats used such as computer files, emails, and similar. This does not include documentation that must be retained under the state records retention schedule.
- C. No evaluation, correspondence, or other material making derogatory reference to a teacher's competence, character, or manner shall be kept or placed in the personnel file without the teacher's knowledge and exclusive right to attach his/her own written comments.
- D. All information forming the basis for any reprimand, warning, discipline, or adverse effect shall be limited to matters and events occurring during the most current five (5) year period. At the teacher's request and with the Superintendent's agreement, or, after five (5) years, such information shall be purged from the teacher's file after teacher request.
- E. The District shall keep no information concerning suspected criminal misconduct in building or District files but will place those investigative notes and materials with the Board's attorney to protect the confidentiality of the suspected teacher and innocent witnesses. Any and all matters relating to such investigations, including digital reports, emails and phone records related to such investigations, shall be kept confidential to the extent allowed by the law. The District may place a copy of a disciplinary letter in the personnel file, subject to 3.3(C) and 3.3(F).
- F. The employee may seek to have any material removed through use of the grievance procedure.
- G. Upon request by the teacher, the Superintendent or his/her official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said teacher.
- H. Each teacher's file will contain as a minimum:
  1. Transcripts of academic records.
  2. Evaluations.
  3. Individual teacher contract.
  4. Certificates and endorsements.
  5. HOUSSE forms
- I. The file may also contain:
  1. Commendations.
  2. Letters of reprimand and/or discipline.
- J. Teachers are responsible for updating their academic records.
- K. When the District receives a public record or subpoena request for a current employee's personnel file(s), the District will make a reasonable effort to contact the employee, notify the employee of the request and the District's obligation to comply, and offer to provide the employee with an opportunity to review the released records with appropriate redacting. When practical and possible, and not otherwise legally

constrained, the District will inform the employee of the foregoing prior to or concurrent with actual release of the information.

### **3.4 Academic Freedom**

- A. It is hereby recognized that teachers have academic freedom rights. Teachers will use professional judgment in determining the appropriateness of the issue to the curriculum.
- B. In discussing controversial issues, a teacher will encourage students to express their own views, assuring that it be done in a manner which gives due respect to the rights and opinions of others. When discussing controversial issues, a teacher will respect positions other than his or her own. Students will be encouraged, after class discussion and independent inquiry, to reach their own conclusions regarding these issues.
- C. These rights of the teacher are not unlimited but are conditioned by the legitimate purpose of instruction, by accepted by grade level and community standards, by professional ethics, by the proper balancing of conflicting points of view, and by the age and maturity of the students, and the right of the Board to determine the appropriateness of curriculum and methodology in issues out of which controversy arises. If subject matter has controversial content it is recommend to discuss the topic with the principal.

### **3.5 Just Cause and Discipline**

- A. No teacher shall be disciplined without just and sufficient cause.
- B. A teacher has the right to be informed of the alleged charges.
- C. A teacher has the right to question his/her accusers, or, in the case of minors, have these accusers questioned by appropriate authorities or representatives of the Board and the Association.
- D. A teacher has the right to present evidence in his/her defense.
- E. Once the administrator is aware discipline may occur the teacher must be advised of a right to union representation.
  - 1. In communications that result in the discovery of adverse information that may lead to disciplinary action, the teacher will then be advised of his/her right to be represented.
  - 2. When the teacher requests such representation, no action shall be taken with respect to the teacher until such representation is present.
- F. The Board agrees to follow a practice of progressive discipline and any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.

### **3.6 Assignment, Vacancies, Transfers**

- A. Assignments: The quality of the program of instruction is the primary consideration in the assignment of teachers in the District. Teachers shall be assigned on the basis of the needs of the instructional program and the qualifications as determined by the District. The process will, as a rule, take into account the qualifications of individual teachers and their expressed desires. To this end, criteria for assessing teacher qualifications for specific assignments will include the following:
  - 1. Regulations of the Professional Educator Standards Board, State Board of Education and OSPI;
  - 2. Teaching certificates/endorsements
  - 3. Teacher's major or minor fields of study
  - 4. Qualifications in special areas;
  - 5. Previous teaching experience as evidenced by evaluations.
- B. Voluntary Transfer:
  - 1. The certificated staff will be surveyed to determine which teachers wish to transfer within a building or between buildings.
  - 2. In addition, teachers who wish to transfer may, by April 1st, submit to the Superintendent a letter stating their request to transfer.
  - 3. Notices of vacancies will be posted in the District office as well as a mutually agreed upon location in each building and will be emailed to the Association president at the time

employment agencies are notified.

- a. Notices will be posted in the District office and emailed to all certified staff. In addition, teachers in the District who have written a letter of application as per item B2 above will be emailed a notice of vacancy.
  - b. Reassignments within the District may be made by the principal.
4. All voluntary transfers will be made at the discretion of the District administration, in consultation with building administrators, based on the best interests of the instructional program. The administration will consider the qualifications of the individual, his/her yearly evaluations, expressed assignment preferences, and seniority.
  5. Teachers who have requested a transfer shall be notified of the disposition of their request. At the option of the teacher, either a conference will be held with the interviewing administrator involved to explain why the request was not granted, or a written explanation will be provided.
  6. Only continuing contracted staff can apply for internally posted jobs.
- C. Involuntary Transfer
1. Volunteers will be considered first for an open position.
  2. Prior to the transfer, the administration will meet with the certificated teacher to discuss the change.
  3. Transfers will be made prior to the end of the school year, if possible.
  4. If a transfer becomes necessary during the summer break, the administration will attempt to discuss the change in person with the teacher. If this is not possible, the teacher will be notified by certified mail.
  5. All involuntary transfers and reassignments of non-supervisory, certificated personnel will be made at the discretion of the administration based on the best interests of the instructional program. To the extent appropriate in the circumstances, the administration will consider the qualifications of individual personnel, expressed assignment preferences, and seniority.
  6. Every effort will be made to ensure that assignments are not changed without appropriate notice to the teacher. When an assignment change is necessary the teacher will be notified as quickly as possible and staff will receive one day at per diem to move their classroom. However, if an assignment change is made after July 31, a minimum of two additional paid workdays will be allocated to the teacher, provided the workdays are completed prior to the beginning of the school year.
  7. No employee will be assigned outside his/her endorsement area, unless the employee approves the new assignment in advance.
- D. The terms and conditions of transfer and assignment shall be superseded by the provisions of Article 10.00 Reduction in Force and Recall procedures in the event of a certificated staff reduction.



## 4.00 STAFF DEVELOPMENT/INDIVIDUAL GROWTH

### 4.1 General

- A. Schools have a continual need to have staff improve their teaching skills, develop curriculum and better understand their students.
- B. Teachers have a need and incentive to carry out their teaching roles in a more effective and efficient manner.
- C. Furthermore, legislation requiring Districts to develop in-service training programs and professional growth opportunities has led to the Board's investment in this area. Therefore, for the above reasons, it is in the best interest of the District and Association to support in-service and staff development for certificated employees.
- D. District will pay to enroll employees in the ESD112 clock hour program B.
- E. The District calendar shall contain a minimum 8 early release days for staff development/work activities.
  - 1. Three early release days will be placed after each of the first three grading period ends and will be used for work at the teacher discretion.
  - 2. Remaining days will be programmed by building administrators in collaboration with BITs.
- F. The District will inform staff about additional training funded by the grants when available.

### 4.2 Staff Development Opportunities

- A. Staff development will include the opportunity to:
  - 1. visit other classrooms and schools.
  - 2. utilize consultants.
  - 3. attend workshops, conferences, and seminars.
  - 4. take college level courses.
  - 5. work together to improve program, curriculum, teaching strategies and the utilization of resources and facilities.
  - 6. take written exams or oral examinations.
  - 7. take leadership roles in nonunion organizations related to education.
  - 8. compensate staff at per diem for principal pre-approved curriculum/instructional development outside the normal workday, Approvable activities would include time spent attending classes and workshops related to individual curricular areas, time spent on enhancing curriculum, and other activities approved by the principal. Maximum amount for reimbursement cannot exceed individual staff development. (\$1000)
- B. There is time set aside in part for these purposes (recognized in other sections of this agreement) designated as non-student days, optional days and early release days. Also, funds allowed for staff development may be used for use of substitutes, thus providing further opportunity for staff development activities.
- C. At the individual level staff development decisions are made by the individual with the approval of the principal.
- D. Principal approval is required before entering a program which he/she will seek reimbursement.
- E. Individual staff development funds require pre-approval from the building administration.
- F. Proper documentation must be submitted to receive reimbursement. Proof of payment and passing grade must be submitted before reimbursement.
- G. When staff members resign, they may not use their staff development funds past their last day of work and are not eligible for pooling.
- H. When a staff member receives staff development funds for a training that the staff member took out a student loan to pay for, the member is required to pay off that portion of the loan that corresponds to the training.

#### **4.3 Staff Development Budgets**

- A. The District shall budget staff development funds as follows:
  - 1. \$1000 per FTE at the individual level for activities approved jointly by the teacher and the principal.
  - 2. Individual staff development funds will be coded at the District's discretion.
- B. Staff development funds from all levels which are not committed or spent by July 31 of each year shall be pooled and distributed among individuals who make specific, written, and documented requests for additional funds to the District office by July 31.
  - 1. This distribution shall be made in August.
  - 2. The pooling method will be done in even increments across recipients until the funds are gone.
- C. Part-time teachers shall be allotted staff development funds at their prorated share.

#### **4.4 District Required Training**

- A. The parties agree that any teacher required by the District to take training that is not required by the state for certification and/or endorsements related to the teacher's assignment shall be paid for by the District.
- B. The District will bear the cost of teachers who attend classes conducted on half-day in-service training day in first aid or student transportation training.
- C. In the event that a principal finds in a teacher's evaluation that required improvements are necessary, the District shall bear the cost beyond individual staff development funds of any specified training or program that the principal regards as necessary for the teacher to make the required improvement.
- D. The District shall bear the costs beyond individual staff development funds of any training or program detailed in a probationary teacher's specific plan for remediation.
- E. Teachers requested to administer medication or perform nursing services shall be provided training and shall have right to refusal without employer reprisal or disciplinary action. Employees must receive the training before they are authorized to deliver the service or medication. Such training will be provided as necessary on an ongoing basis.

#### **4.5 National Board of Professional Teaching Standards Certification**

- A. Registered candidates for National Board of Professional Teaching Standards Certification will be given three release days from classroom duty to use for activities related to the NBPTS process.
- B. Days will be scheduled upon request by the teacher and approval by the principal. Activities for these days are at the teacher's discretion.

#### **4.6 Teacher Assistance Program**

- A. All beginning teachers shall be assigned a mentor who will provide a source of continuing and sustained support in and outside the classroom. The program shall provide:
  - 1. Release time for the mentor and the beginning teacher.
  - 2. Workshops for training mentors and beginning teachers.
  - 3. Opportunities for the mentor and beginning teacher to jointly observe and evaluate teaching situations, and to give mentor teachers opportunities to observe and assist the beginning teachers in the classroom.
- B. Mentor teachers shall not be involved in evaluations of their beginning teacher conducted pursuant to RCW 28A.405.100.
- C. Mentor teachers cannot be called by either party to testify in a dismissal or disciplinary process for a beginning teacher.
- D. Mentor teachers shall periodically inform their principals respecting the contents of training sessions



and other program activities but shall not reveal contents of discussions with the beginning teacher or comment on the beginning teacher's performances.

E. Mentor teacher selection shall be as follows

1. To be nominated for mentor, the teacher must meet these criteria:
  - a. The teacher shall be a superior teacher based upon his or her evaluations; and
  - b. The teacher shall hold a valid continuing or standard Washington teaching certificate.
  - c. The teacher must be willing to serve as a mentor.
2. The BIT shall work with the beginning teachers in their respective buildings to identify mentor nominees who can work comfortably with those teachers and who possess appropriate skills and knowledge.
3. The beginning teacher and the BIT shall submit the nominee(s) to the principal for approval.

F. Upon approval, the mentor and beginning teacher shall meet to set goals and timelines. Principals shall approve the plans, observations, and workshops of the mentor and beginning teacher.

G. Funding for the Teacher Assistance Program is subject to the provisions of state law with these additions: Mentor and beginning teacher individual staff development funds may be part of this program.

H. Employees are required to report child abuse to CPS and building administrator. The District will hold employees harmless when reporting alleged child abuse

I. In the absence of an administrator, an employee will not be held accountable or made responsible for the administration of the building unless an agreement between the staff and building principal was made.

## 5.00 CONTRACTS, HOURS, SALARIES

### 5.1 Individual Teacher's Contract

- A. The Board of Directors shall make a written contract with each teacher employed by the Board. Such contract shall include the following provisions:
1. The position that the contract is intended to cover.
  2. The number of days of service the teacher is to perform for the term of the contract and the effective date of the contract.
  3. The salary to be paid for the contract calculated from the salary schedule and an indication of the experience and educational step placement from such salary schedule.
  4. A statement as provided for by law that incorporates the policies of the District which have been adopted by the Board of Directors and which are binding on both parties.
  5. The Board retains the power to deny any employment recommendation made by the superintendent, but it will only employ personnel upon the recommendation of the superintendent.
- B. No contract is effective until approval by a majority of the Board of Directors.
- C. All other applicable statutory provisions and State Board of Education regulations and directives from the Superintendent of Public Instruction shall be adhered to in contract procedure.
- D. A contract between the school District and a teacher shall be regarded as equally binding on both parties.
- E. A contract returned unsigned or not returned within ten (10) working days of receipt by the teacher shall be regarded as a resignation and as breaking the continuing contract relationship between the District and the teacher, provided that the principal has followed-up by directly speaking to the teacher within the ten day period.
- F. When it is clearly shown that a teacher is unable to perform his or her duties because of illness or other cause not within his or her control, resignation may be accepted at any time.
- G. Two (2) copies of a contract shall be given to the teacher each year. The teacher will sign both copies of the contract and return them to the District office within ten (10) working days of receipt of the contracts. The two (2) copies will be signed by the Superintendent. One (1) of these copies is then placed on file at the District office. The other copy is returned to the teacher.
- H. Individual teacher contracts shall have typed on them the following statement: "Provided, however, that the terms of this contract shall be consistent with and subject to the terms and the execution of the Professional Agreement between the Naselle-Grays River Valley Board of Education and the Naselle-Grays River Education Association."
- I. Provisional contracts shall be issued to employees who have not completed three (3) years of work with the District, unless they have completed two (2) years in another Washington school district, in which case their first year in the District will be on a provisional contract. A provisional employee with two years of experience and evaluation ratings of three or four may be moved to continuing contract status by the Superintendent on the recommendation of the principal.

### 5.2 Release from Contract

- A. A teacher under contract may be released from the obligations of the contract upon request under the following conditions:
1. A release from contract, prior to June 20, will be granted provided a letter of resignation is submitted to the Board prior to that date.
  2. A release from contract may be granted on or after June 20, provided a letter of resignation is submitted to the Board and provided a satisfactory replacement can be obtained.
  3. A release from contract may be granted in case of illness or other personal matters that make it impossible for the teacher to continue in the District.

### **5.3 Length of Contract**

- A. The length of the regular teacher contract shall match the number of days in the state allocation model.
- B. In the event of a situation beyond the control of the Board which requires the closing of one or more of the schools, the school year may be extended to compensate for the number of days lost in such school or schools, at the discretion of the District, with no additional pay in excess of the teacher's yearly contracted salary.
- C. The District administration agrees to confer with building staff each year before recommending a perpetual calendar to the Board.
- D. Leave replacement teachers are under a 1 year contract. Completion of this contract is not defined as a nonrenewal. Section 5.03 will be referenced in the employee's contract and the Association will be notified within 15 days of the hire in writing.

### **5.4 Conditions Governing Placement on the Salary Schedule**

- A. Placement on the salary schedule (longevity/experience and education/credits) shall be in accordance with State law, including statutes, appropriation acts, and OSPI regulations in effect September 1, 2018. Employees shall be responsible for assuring that the District has up-to-date and properly verified credit information as of October 1 of each year, and annual salaries shall be as reflected in the individual contracts prepared or amended using the properly verified information available as of that date. Credits and experience recognized for salary purposes shall be only those that are recognized under state law for apportionment purposes, as of the 2017-18 school year.
- B. Experience, other than actual teaching experiences, required by the State or the District for certification and/or job placement within the District shall be given the same consideration as prior teaching experience for placement on the salary schedule, subject to state regulations.
- C. The District shall accept all clock hour and in-service credits that meet Professional Educator Standards Board approval for clock hour and in-service credit. The credits shall count for advancement on the local salary schedule. Ten (10) clock hours of in-service shall be equal to one (quarter hour) university credit and shall be recognized for local salary schedule placement.
- D. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from current individual base salaries in effect prior to the effective date of this agreement.
- E. Leave-replacement teachers and part-time teachers shall be paid at their appropriate per diem rate.

### **5.5 Payment**

- A. In accordance with state law, all teachers shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary.
- B. Payroll checks shall be issued to the teacher on the last working day of each month.
- C. NYCS summer quarter teachers under continuing contract to the District shall be paid the summer school salary in two monthly payments beginning in July.
- D. Salary schedules for the duration of this contract shall reflect all increases made on the state allocation model.

### **5.6 Class Size Reduction Procedures**

#### **NPS Student/Classroom Educator Ratio**

- A. The following methods of compensation will be considered and resolution shall be determined by the educator and building administration:

K-3        pay after the 23<sup>rd</sup> student

4-6        pay after the 26th student

7-8 pay after the 30th student\*

9-12 pay after the 32nd student\*

Above class size numbers do not apply to PE, Band or other larger group style classes. Those programs will be handled by mutual discussion with Administration, Association and the teacher.

B. Official student count on Oct. 1, Jan. 1, March 1, and May 1 will establish class size payouts.

C. If the over limit cannot be resolved, the District will compensate the affected educator at the rate of:

1. \$100 per student per quarter over the limit for a full day
2. \$50 per student per quarter over the limit for a half day
3. \$15 per student per quarter over the limit per period

D. Traditional exceptions to the above limits may be large group instruction units, such as library, Music band, P. E., and choir. Other large group instruction units may be decided by the Association and the Administration.

E. The District commits to staffing K-6 buildings up to the number of positions funded by SPI formula.

A. NYCS will have class size no larger than:

1. 12 students in regular classroom and gym
2. 8 students in special education
3. 6 prevocational classes

### **5.7 Teacher Workday**

A. Teachers shall begin their workday thirty (30) minutes before the student day begins and shall continue until thirty (30) minutes after the student day ends.

B. The total length of the teacher's workday shall be seven and three-fourths (7-3/4) continuous hours, including thirty (30) minutes for a duty-free lunch.

C. In addition to regular building hours, teachers shall attend staff meetings outside of building hours when and as required by the superintendent or principal, provided that:

1. Staff meetings will not extend more than 30 minutes beyond the regular work hours and will not occur more than twice a month.
2. Additional meeting time beyond conditions noted above will be scheduled rarely (no more than two or three times a year) or will be compensated at per diem.

D. Teachers shall adhere to the daily schedule. Requests for exceptions must be submitted to the principal prior to the anticipated teacher absence and/or late arrival or early departure. Salary deduction will be made on a per diem basis or a prorated share thereof of unapproved absence, late arrival, or early departure. Teachers shall not leave the buildings to which they are assigned during class or preparation periods without the consent of the building principal.

E. Workday schedules may vary between schools/buildings/shifts subject to the following conditions:

1. The District and the Association must have negotiated and approved a memorandum of agreement specifying the terms of the variance.
2. No teacher may suffer adverse effect in salary, leave or other benefits due to schedule variance.

### **5.8 Preparation Period**

A. Each teacher shall receive an average of fifty (50) continuous minutes per day for professional preparation.

- B. The use of preparation time shall be for class preparation and meeting evaluation goals.
- C. The principal may schedule a teacher to substitute during their preparation period when a substitute cannot be found. This will occur only in the event of an emergency. The employee will be compensated for the use of his/her preparation time at per diem pay after submitting a timesheet.

### **5.9 Mileage Reimbursement**

- A. When requiring individuals to use private cars for District business, the District will reimburse those individuals at the standard IRS mileage deduction rate. Prior approval of the building principal or superintendent is required.
- B. Said claims shall be turned into the office of the superintendent and shall include:
  - 1. purpose of travel
  - 2. actual miles traveled
  - 3. destination
- C. In-District travel when assigned to two sites often means extra effort and the loss of some preparation time. To compensate for mileage, lost preparation time, and other hardships imposed by assignment to two sites, staff members working such an assignment will receive an additional \$75 per quarter. Staff member who make two trips will receive \$150 per quarter.

### **5.10 Working Environment**

- A. Each employee shall be provided with a desk or table, chair, adequate filing facility and lockable storage in good condition. Their teacher station will include a document camera, computer, and LCD projector upon request.
- B. The District will provide a private area with a telephone for use in conferencing with parents.
- C. Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which endanger their health, safety, or well-being as defined by L & I standards.
  - 1. Any unsafe or hazardous condition shall be reported to the building administrator. If the reported condition remains unresolved, the District Safety Committee may be contacted.
    - a. The Committee shall include one (1) employee from each school representing the certified staff.
    - b. The Association shall have the right to select a certified employee from each school building for membership on the Safety Committee.
  - 2. The Committee shall investigate the complaint. The committee shall relay its recommendations to the Superintendent and may notify the Department of Labor and Industry. The District shall notify the committee of its decision and/or plans with respect to the report.
  - 3. The District shall follow directives from the Labor and Industries unless the District determines that a variance, appeal, or injunction is the best interest of the District.

## 6.00 EXTENDED DAYS & SUPPLEMENTAL CONTRACTS

### 6.1 Extended Contract Adjustments

- A. There shall be supplemental pay for District specified supplemental and extended services as designated in the pay schedule for extracurricular activities and/or for days worked in addition to the basic employee contract.
- B. As a general rule, if the supplemental contract is not to be renewed, the District shall notify the employee prior to the last day of school.
- C. Every teacher shall be required to work three extended contract days to be contiguous with the beginning and/or end of the school year and are paid via a supplemental contract. A fourth (4<sup>th</sup>) day, seven (7) hours, for professional development is available. To be compensated for this day, employees must consult with their supervisor regarding the professional development program or opportunity they will be taking and submit proof of completion and a time sheet prior to June 30.
- D. Some positions may require additional days, as approved by the principal in consultation with the employee.
  1. The public school counselor shall have 15 days.
  2. Vocationally-approved public school programs (shop/tech prep, business, home ec) shall have up to 10 days.
  3. Pre-Vocational at NYCS shall have up to 5 days.
  4. Naselle Youth Camp School music program may have additional per diem time with principal approval.

### 6.2 NYCS Afternoon/Evening Shift

- A. Teachers working the afternoon/evening shift at the Naselle Youth Camp School will receive a stipend of \$5,250 in the 2020-21 work year and increasing by the implicit price deflator (IPD) each subsequent year.
- B. Staffing of the programs needed in evening classes will be undertaken in the following manner:
  1. Volunteers will be given first consideration,
  2. In the event volunteers are not sufficient to fill the classes, least senior staff with certification and/or experience for the classes to be taught will be placed.
- C. If a lead teacher or teachers are hired, they will be compensated an additional \$3,000 in the 2021-22 work year and increasing by the implicit price deflator (IPD) each subsequent year. The lead teacher duties are not evaluative or supervisory and are different from the BIT chair.

### 6.3 Extended Contracts for NYCS Summer School & Public School Summer School

- A. The summer program at NYCS will maintain as closely as possible the regular school year program.
- B. The qualifications for the positions needed to staff the summer program will be determined by the District.
- C. The issuance of extended contracts for the purpose of staffing summer school at NYCS and NPS will be as follows:
  1. Teachers working at least half-time under regular contract at that building and possessing determined qualifications in the subject area will be offered supplemental contracts first.
    - a. Contracts will normally be offered in twenty (20) day increments unless the district determines it is in the best interest of program and staff to make an exception.
    - b. Qualified teachers with seniority will be placed first.
    - c. When all qualified teachers in their respective building programs desiring to work summer school have been placed in a twenty day contract, additional twenty day contracts shall be offered to the same pool of teachers until those wishing forty (40) day contracts have been placed.
    - d. Remaining contract days will be offered to teachers identified in sections 2



through 4 below.

2. Continuing contract teachers working in the District and possessing certification and/or satisfactory experience in the subject area will be offered supplemental contracts second.
3. After the pool of teachers from NYCS and public school have been given an opportunity to apply for summer school positions, then the District substitute list will be notified and given opportunity to apply. Substitutes who have worked in the District more than 30 days will be considered before the whole pool of subs.
4. When eligible staff covered by 1, 2, and 3 have been placed, the District may advertise and hire outside the District staff pool.
5. Teachers on probation status who want to work during the summer may be considered for summer school at the principal's discretion. The principal may have the probationary teacher work during the summer under a plan of assistance or recommend the probationary teacher take time away from the classroom for renewal.

#### **6.4 Supplemental Contracts for Co-curricular Activities**

- A. There shall be a supplemental contract for District-specified co-curricular and supplemental assignments as identified below. Appointments to co-curricular and supplemental assignments are for one (1) year and shall be in accordance with current statutory provisions.
- B. Stipends for co-curricular assignments are as follows, effective September 1, 2020, and increased by the state inflationary factor (implicit price deflator, IPD) for each subsequent year of the Agreement.

Position	Stipend
Annual	\$3,785
Social Media/Newspaper	\$3,785
Knowledge Bowl	\$1,514
Honor Society.	\$1,514
Music (HS, MS, ES performances, 2 graduations, possible community performances)	\$1,892

Pep Band performance will be at the rate of \$165 per performance.  
Marimba Band performances outside of school time will be at \$484, effective September 1, 2020 and increased by the state inflationary factor (implicit price deflator, IPD) for each subsequent year of the Agreement for up to 10 performances. Additional performances may be allowed with principal approval. Staff can submit for reimbursement when performances are completed.
- C. When filling building-specific co-curricular positions, the District will consider qualified teaching staff in that building first.

#### **6.5 Building Improvement Teams and Chairs**

- A. There shall be four Building Improvement Team (BIT) sites as follows: high school, middle school, elementary school, and NYCS.
  1. A teacher shall be hired as BIT chair for each site and for that duty shall be compensated at \$2,100 effective September 1, 2020, and increased by the state inflationary factor (implicit price deflator, IPD) for each subsequent year of the Agreement.
  2. The BIT chair shall assist the principal and superintendent to carry out the duties specified in board policy, 2005, School Improvement.
  3. At NYCS the principal will serve as BIT chair and in his/her absence the lead teacher will run the meetings.
  4. NYCS will divide the BIT chair funds equally between four (4) leadership roles. The principal will appoint leaders who are interested in the positions. Together, the principal and the leader will determine what the specific tasks are that need to be completed.
- B. The membership and responsibilities of the BIT shall be as specified in board policy 2010.

- C. The Board shall meet and confer with the Association before changing board policy 2010 for the duration of this Agreement.
- D. All BIT chair positions are one-year contracts subject to rehire each year.

#### **6.6 Career and Technical Education(CTE) Director**

- A. If a teacher is hired as the Career and Technical Education (CTE) Director to develop and monitor the District CTE program and other related duties, that teacher shall receive \$6,500 effective September 1, 2020, increased by the state inflationary factor (implicit price deflator, IPD) each subsequent year of the Agreement for these duties.
- B. A teacher hired for the Work-based Learning Program shall receive a base stipend of \$3,000, plus \$500 per participating student, up to four (4) students or a total of \$5,000 for that duty. If enrollment exceeds fifteen (15) students, the teacher may request additional compensation.

#### **6.7 Zero Periods and Other Additional Work**

- A. A teacher may volunteer to do additional curriculum development, administrative or classroom work at per diem rate at the principal's discretion. Examples include, but are not limited to completing the annual kindergarten WA Kids assessments outside of the work day, substituting for another employee outside the employee's workday, and providing instructional support to student(s) in addition to the employee's regular assignment.
- B. Zero periods(before, after school or during prep) can be temporarily filled. Zero periods which extend longer than a semester will be open to all qualified certified staff. The number of zero periods per building cannot be greater than three (3) unless there is a documented lack of qualified part time teachers.

#### **6.8 Longevity Stipend**

Staff with 25 years Washington experience (to include at least 10 years in Naselle) are eligible to apply for a longevity stipend at a rate of 3% of Step 1 of the salary schedule. Project opportunities will be awarded based on value and availability of funds and are subject to prior approval by the principal.



## 7.00 BENEFITS AND INSURANCE

### 7.1 Sick Leave Buy-back

- A. Teachers may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the teachers' option, they can cash-out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the teacher for each four (4) full days of accrued sick leave. The teacher's sick leave accumulation shall be reduced four (4) days for each day compensated. No teacher may receive compensation for sick leave accumulated in excess of one day per month.
- B. At the time of separation from the school district employment due to retirement or death, an eligible teacher or the teacher's estate shall receive remuneration at a rate equal to one (1) days' current monetary compensation of the teacher for each four (4) full days accrued sick leave for illness or injury. This compensation shall be paid as required and permitted by state law.
- C. For the purpose of this provision, retirement shall be defined as when a teacher is eligible to receive benefits under Washington State Teachers Retirement System (WSTRS).

### 7.2 Insurance Benefits

- A. The District shall provide insurance premium payments toward premiums of group insurance programs provided by the School Employees Benefits Board (SEBB). Annual and new employee enrollment for insurance programs shall be according to SEBB requirements.
- B. The District shall make payment of that portion of the premium that the state provides for each teacher per month to assure coverage for the full twelve-month period commencing September 1 and ending August 31. If a teacher terminates his/her employment prior to June, coverage of insurance shall terminate at the end of the month in which termination occurred.
- C. The Health Care Authority's retired teacher contribution per certificated FTE is included in the state insurance allocation amount.
- D. Leave-replacement teachers and part-time teachers shall receive appropriate benefits if they meet SEBB eligibility requirements.
- E. Any teacher may participate in any other District and Association approved voluntary insurance programs.

### 7.3 Vaccinations

- A. All contracted teachers shall be offered flu, pneumonia, and/or hepatitis vaccinations at the District's expense. Participation in this benefit is voluntary on the part of the teacher.

## 8.00 LEAVES

### 8.1 Illness, Injury, and Emergency Leave/Bereavement Leave

At the beginning of each school year, certificated teachers under contract for the school year will receive twelve (12) days annual leave for illness, injury, and emergency leave, as well as to care for the teacher's ill family members. Unused days shall accumulate to the extent allowed by law and subject to 7.01 Sick Leave Buy-Back provision in this Agreement.

#### A. Disability/Illness Leave

1. Teachers shall follow established procedures for notifying their school on the day in which they will be absent.
2. The principal may, in the event he/she can document a pattern of regular, excessive, or unusual absences, require a physician's verification that disability is causing the absence.
3. Illness or disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and/or recovery wherefrom, are considered temporary disabilities and will be treated as other personal illness or disability.
4. Teachers unable to perform their duties because of illness or other disability may, at the exhaustion of sick leave and upon request, be granted leave of absence without pay as described under Leave of Absence.
5. Illness and disability leave shall be granted for teachers who have medical appointments during duty hours. Teachers will attempt, when possible, to schedule appointments outside of duty hours.

#### B. Emergency Leave shall be granted as defined in the following:

1. The problem must have been suddenly precipitated or must be of such a nature that preplanning could not relieve the necessity for the absence.
2. The problem must be one of major importance and not a mere convenience.
3. Applications requesting consideration for an absence under Emergency Leave shall be made on forms available in each school office and addressed to the Superintendent of Schools.
  - a. A completed Emergency Leave form shall be submitted to the District within five (5) days after return to duty.
  - b. The application shall disclose the general purpose for the leave requested in sufficient terms to establish compliance with the criteria contained in Sections B1 and B2 above.
  - c. Requests meeting said criteria shall be granted.
  - d. The District shall notify the teacher of its decision within five (5) days of receipt of the application.

#### C. Bereavement Leave

1. In compliance with this agreement, bereavement leave will be considered part of the total illness, injury, and emergency leave entitlement.
2. Up to twelve (12) days maximum may be taken for bereavement leave, to be deducted from the teacher's sick leave balance.

#### D. At the end of each year, the District will provide each teacher with an accounting of their accumulated illness, injury and emergency leave and all transactions concerning their illness, injury and emergency leave days within that time period.

## 8.2 Maternity Leave/Family Leave

- A. A teacher requesting maternity leave should, if possible, give written notice to the District at least two (2) weeks or more prior to commencement of said leave.
1. The written request for maternity leave should include a statement as to the expected date or return to employment, and within thirty (30) days after childbirth, shall inform the employer of the specific day when she will return to work.
  2. A teacher who adopts a child or requests maternity leave will receive three (3) days leave not deducted from the sick leave.
  3. In the event sick leave has been exhausted, the teacher shall be granted a leave of absence under Leave of Absence without pay.
- B. Family Medical Leave Act of 1993
1. Purpose: Educators shall have the option of choosing either Illness, Injury and Emergency Sick Leave, Child Rearing Leave contained herein or Family Leave. Caveat: Educators should be aware that the use of Family Leave could result in educator exhausting all accrued sick leave.
  2. Eligibility: Educators are eligible if they have worked for at least one year and for 1,250 hours over the previous twelve (12) months.
  3. Usage: Educators shall be provided twelve (12) weeks of unpaid leave during a twelve (12) month period for any of the following reasons:
    - a. To care for the educator's child after birth, or placement for adoption or foster care;
    - b. to care for the educator's spouse, child, or parent who has a serious health condition; or
    - c. for a serious health condition that makes the educator unable to perform the educator's job. A doctor's note will be provided by the employee, if necessary.
  4. Notification: The educator shall provide the District thirty (30) days advance, written notice of his/her intent to use Family Leave when the need for the leave is foreseeable. The District may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the District's expense) and a fitness for duty report to return to work.
  5. Job Benefits and Protection: A District shall insure the following provisions:
    - a. maintain the educator's health coverage during the duration of Family Leave; <sup>[L]</sup><sub>[SEP]</sub>
    - b. grant, at the educator's request, his/her usage of accrued sick leave prior to his/her going on unpaid Family Leave;
    - c. grant the educator his/her previous position, or equivalent position with equivalent pay, upon return from Family Leave; and
    - d. maintain any educator benefits that accrued prior to the start of Family Leave
- C. Teachers taking leave under Maternity, Leave of Absence Without Pay, or Family Leave provisions in this section are entitled to the same or a similar position upon return to work.

### **8.3 Jury Duty and Subpoena Leave**

- A. Leave of absence with pay shall be granted for jury duty. The teacher shall notify the District when notification to serve on jury duty is received.
- B. Leaves of absence with pay shall be granted when a teacher is subpoenaed to appear in a court of law, subject to the following conditions:
  - 1. The teacher appears as a disinterested witness in court.
  - 2. The teacher is named as defendant and is found innocent, is acquitted, or is named in favor of.
  - 3. The teacher is named plaintiff or defendant for events or actions arising out of the performance of his/her duties for the district.

### **8.4 Personal Leave**

- A. Personal leave shall be earned at the rate of five (5) days per year.
- B. Personal leave shall not be deducted from sick leave;
- C. The District shall pay the cost of substitutes for these five days;
- D. A teacher who is on the NYCS evening shift or who works at least twenty days of summer school can buy an additional two days of personal leave in the following year by paying the cost of the substitute.
- E. There shall be no restriction on when personal leave can be taken except that reasonable advance notice must be given and a substitute must be secured. Staff working a NYCS or NHS can use no more than two personal leave days during the summer session.
- F. Unused personal leave earned under provision A can be cashed out at the end of the year at substitute rate. Notification in writing to the District office must be made by June 30<sup>th</sup>. Each educator may carry forward two personal leave days to the following year and accumulate up to five days.
- G. Number of staff out of a building for personal leave shall not exceed two per building per day unless additional leave is approved by the principal. If the teacher works in two buildings, both principals must approve the teacher's personal leave.
- H. Leave will be deducted at an hourly rate when no substitute is hired.
- I.

### **8.5 Military Leave**

Teachers shall be granted military leaves of absence when required by law. While on leave, the teacher shall retain seniority as though employment had been continuous in the District. Upon return from leave the teacher shall be placed in the position last held or similar position in the District.

### **8.6 Leave of Absence without Pay**

- A. Leaves of absence without pay may be granted to teachers for the purpose of study, travel, recuperation, teaching abroad, teacher exchange or working in a professionally related field.
- B. Any teacher requesting such leave, and deemed eligible, may be granted leave of absence for a period not to exceed one (1) year. Exceptions to this limit may be granted when recommended by the Superintendent and approved by the Board.
- C. At the expiration of the leave of absence, the teacher will be reinstated to his/her former position on the staff with no loss in seniority, benefits or placement on the salary schedule.
- D. A teacher on such leave may elect to continue insurance as allowed by the School Employees Benefits Board requirements and shall bear the full cost of all premiums.
- E. Such requests for leave of absence shall be submitted in writing to the District by April 15 or as provided in sections 8.01 and 8.02.
- F. A leave of absence without pay for one (1 year of study) entitles a teacher to a normal salary increment, provided that during the leave period at least twenty-two (22) semester hours or thirty-three (33) quarter hours of college credit have been earned.
- G. Leaves of absence are offered solely at the discretion of the Board and are not subject to review.

### **8.7 Leave for Part-time Teachers & Leave-replacement Teachers**

- A. Part-time teachers and leave-replacement teachers shall receive appropriate leaves at their pro-rated share.

## **8.8 Association Leave**

- A. Up to 15 days of Association Leave shall be granted per year for Association leaders and/or their designees to attend Association meetings and events. Additional days will be considered if necessary by the district.
- B. The Association agrees to pay the cost of substitutes for these days.

## **8.9 NYCS & Naselle Public Summer School Leave Use Permitted**

- A. Teachers under continuing contract with the District who contract to teach in the NYCS or Naselle public summer school programs shall be granted use of such leave as they have earned under provisions of section 8.00 Leaves.
- B. No additional leave shall be earned under extended contracts for NYCS and Naselle public summer school programs except as noted above (see Personal Leave).

## **8.10 Professional Leave**

- A. The District may grant leaves for activities and times not covered under this Agreement but deemed appropriate and worthwhile by the District.
- B. Such leaves shall be granted at the sole discretion and approval of the District.

## **8.11 Misuse of Leave**

Any misuse of leave, whether paid leave, unpaid leave, or other provision for absence from work, through intentional fraud, deceit, or falsified statements shall be considered a violation of this Agreement and the offending teacher shall be subject to the appropriate progressive disciplinary action and/or discharge.

## **8.12 Sick Leave Sharing**

- A. Pursuant to Chapter 392-136A WAC the District shall establish and administer a leave sharing plan in which eligible teachers may donate excess leave for use by an eligible staff member. See Appendix A for a description of opportunities for shared leave.
  - 1. Eligibility to Receive Shared Leave: Depending on the purpose of using shared leave an educator may be required to exhaust all of his/her sick and personal leave before being eligible for sick leave sharing. See Chapter 392-136A WAC for details on retaining or exhausting leave.
  - 2. Determination of Need: A written statement confirming an employee's eligibility for shared leave will be made by the medical doctor to the Superintendent, when relevant.
- B. The Superintendent is directed to administer the leave sharing plan in a manner consistent with Washington state law and the collective bargaining agreement. See section G below.
- C. A teacher is eligible to receive donated leave if:
  - 1. The staff member qualifies under Chapter 392-136A WAC.
  - 2. The staff member's absence and the use of shared leave are justified;
  - 3. The staff member has depleted, or will shortly deplete, his/her sick leave reserves, when required;
  - 4. The staff member has abided by the District rules regarding sick leave use; and
  - 5. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits, when relevant.
- D. A staff member shall not receive more leave than the number of contracted days remaining in the current school year.
  - a. No staff member may receive more than 522 days of shared leave in total, unless the Superintendent authorizes additional leave.
- E. District teachers may donate leave as follows:
  - 1. A staff member who has an accrued sick leave balance of more than twenty-two (22) days may request that the superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave. A staff member may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22). Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury, and emergencies.

2. The number of leave days transferred shall not exceed the amount authorized by the donating staff member.
  3. The value of leave transferred is based upon the current salary rate of the person receiving the leave. The receiving staff member will continue to be paid his or her regular rate while on shared leave. For example, if a staff member earning \$15.00 an hour donates one day of leave to someone earning \$7.50 an hour, the recipient would get two days of leave. However, if the \$7.50-an-hour teacher donates one day to the \$15.00-an-hour teacher, the higher-paid teacher would receive one-half day of leave.
  4. The value of any leave transferred under this policy that remains unused shall be returned at its original value to the staff member who donated the leave. To the extent administratively feasible, the value of unused leave that was transferred by more than one staff member shall be returned on a pro rata value basis. For example, if three people earning equal wages each donate one day to someone earning the same salary and only one of the three days is used, two-thirds-of-a-day of leave would be returned to each donating staff member.
- F. Procedures for staff to use sick leave sharing:
1. District Office will inform the employee when a staff member is low on sick leave and inform the employee to contact the Association for information about sick leave sharing.
  2. The staff member will present a medical note to the District Office, when required.
  3. The Association President with permission from the employee without sick leave will inform other staff of the sick leave sharing request via email.
  4. District Office will collect donated leave and administer as out lined in section F.

### **8.13 Child Rearing Leave:**

An educator may, upon request, be granted a leave without pay of up to (1) year for dependent childcare, provided that both parents shall not be granted such leave at the same time. Upon return from such leave the educator shall be reinstated in a position equivalent to the position held immediately prior to taking the leave, provided that he/she notify the District in writing prior to May 1 of his/her intent to return to work.

### **8.14 Unusual or Exceptional Circumstances Leave:**

The superintendent, may grant unpaid leaves to individuals who might not otherwise be covered, or extend leave in excess of the number of days provided by District policy, in unusual or exceptional circumstances. Request for this leave must be made in writing within five (5) days, either before or after the occurrence.

### **8.15 Leave deductions**

Sick leave will be deducted from a staff member's account based on 1/2 and full day. When no sub is available sick leave deduction will be based on the number of hours the staff missed.

## 9.00 GRIEVANCE PROCEDURES

### 9.1 Purpose

- A. The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Except for when unavoidable, meetings or discussions involving grievance or these procedures shall not interfere with teaching duties or classroom instruction

### 9.2 Definitions

- A. "Grievant" - A grievant is an employee or, in the case of the Association's contractual rights, the Association.
- B. "Grievance" – A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.
- C. "Days" – Days in the procedure are to be calendar days.
- D. "Administrator" means the Superintendent or any other person employed by the School District who acts in the capacity of a supervisor, including principals and assistant principals.

### 9.3 Timelines

- A. Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.
- B. Failure of the grievant (employee or Association) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.
- C. Failure on the part of the District to render a decision concerning the grievance at any step of this procedure and within the time limits specified shall permit the grievance to be appealed to the next level of the grievance procedure.

### 9.4 Representation

- A. Individual Rights: A grievant may be represented at all stages of the grievance procedure by himself and at his/her option by an Association representative selected by the Association. If either party desires to have a representative present, then two (2) days notice in writing must be given the other party. All matters pertaining to grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance adjudication process or by any employee or school board director of the District.
- B. No grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any such adjustment be inconsistent with the terms of this Agreement.
- C. Association Rights: In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step Two.

### 9.5 Process

- A. Step 1 Informal Level – Informal Submission of Grievance to Supervisor
  - 1. Within thirty (30) days following the occurrence of the event giving rise to the grievance, or thirty (30) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with his or her building administrator. The administrator shall respond informally with fifteen (15) days of the employee's presentation.
- B. Step 2 Building Level – Written Submission of Grievance to Supervisor
  - 1. If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the building administrator within fifteen (15) days after receipt of the informal response. The written grievance shall contain:
    - a. A clear and concise statement of the alleged grievance including the facts upon which the grievance is based;

- b. Reference to the subject to specific terms which have been violated;
  - c. Issues involved; and
  - d. Remedy sought.
2. In representing the grievance, the employee may elect to be accompanied by a representative of the Association. The administrator will inform the employee and the Association in writing of the disposition of the grievance within fifteen (15) days of the presentation of the written grievance.
- C. Step 3 Superintendent Level – Written Submission of Grievance to the Superintendent
1. Individual Grievance: If the grievance is not settled at Step 2 and the employee wishes to pursue the grievance to Step 3, the employee must file the grievance in writing within fifteen (15) days after receipt of the administrator’s written response in Step 2 above. The Superintendent or his/her representative will review the grievance with the parties involved and provide a written statement of disposition to the employee with a written copy to the Association, within fifteen (15) days of receipt of the grievance.
  2. Association Grievance: A grievance which the Association may have against the District shall be commenced by filing in writing (in the format of Step 2 above) with the Superintendent. Such filing shall be within thirty (30) days following the occurrence of the event giving rise to the grievance or thirty (30) days after the event is known or reasonably should have been known. The Superintendent or his/her representative and the Association will have fifteen (15) days from the receipt of the grievance to resolve it.
- D. Step 4 Board Level – Written Submission of Grievance to the Board
1. If the grievance is not settled at step 3 and the employee wishes to pursue the grievance, to step 4, the employee must file the grievance in writing within fifteen (15) days after receipt of the superintendent's written response in step 3 above. The board will meet with the grievant and designee in executive session at the next scheduled meeting and within five (5) days after the meeting between the parties involved the Board shall provide the grievant a written response and the Association a copy of said response. Such response shall include the reason(s) for their decision.
- E. Step 5 Arbitration
1. If no settlement is reached in Step 4, the Association may request that the matter be submitted to an arbitrator.
  2. Written notice of a request for arbitration shall be made to the Superintendent within fifteen (15) days of receipt of the disposition letter at Step 4.
  3. The parties will be bound by the voluntary rules and procedures of the American Arbitration Association for the selection. After selection of the arbitrator, the expedited rules or other mutually agreeable rules shall be applied, provided, however the Arbitrator, may have up to twenty (20) days to render a decision. Ten (10) working day notice shall be given to both parties of the time and place of the hearing. The arbitrator’s decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the employer, the Association and the grievant(s).
  - 4.

## 9.6 Supplemental Procedures and Conditions

- A. No reprisals of any kind will be taken by the Board of Education, the school administration, or the Association against any individual or group because of his participation or non-participation in this grievance procedure.
- B. All discussions and hearings shall be conducted during off-school hours whenever possible. Off-school hours in this respect shall mean a time when individuals concerned are not scheduled for teaching in classrooms.
- C. Grievances on the non-renewal of provisional employees shall not proceed to arbitration.
- D. Evaluation results shall not be subject to the Grievance Procedures, provided that evaluations are



- conducted in accordance with the adopted evaluation procedures as set forth herein.
- E. The filing of a grievance shall in no way interfere with the rights of the board to proceed in carrying out its management responsibilities. In the event that an alleged grievance involved an order, or requirement, the grievant shall fulfill or carry out such order or requirement, pending the final decision of the grievance.
  - F. A grievance involving the recognized employee organization and grievances involving an administrator above the level of building principal may be initiated at Step III at the sole option of the grievant.
  - G. The Board and the Association shall not be permitted to assert in such arbitration proceeding any evidence, or to rely on any evidence, not previously disclosed to the other party.
  - H. Arbitration Costs: Each party shall bear its own costs of arbitration, except that the fees and charges of the arbitrator shall be shared equally by the parties.
  - I. Each party shall pay any compensation and expenses relating to its own witnesses or representatives. No teacher involved in the grievance hearing as a witness or grievant shall suffer loss of salary or other benefits.
  - J. Individual Complaints: If an individual teacher has a personal complaint that he/she desires to discuss with the supervisor, he/she is free to do so without recourse to the grievance procedure. However, no complaint shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any such adjustment of the complaint be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the teacher shall be the sole responsibility of the Association.

#### **9.7 Binding Effect of Award**

- A. All decisions arrived at under the provisions of this article by the representatives of the District and the Association at Steps 1, 2, and 3, or by the arbitrator, shall be final and binding upon both parties, provided, however, that in arriving at such decisions neither the individual parties nor the arbitrator shall have the authority to alter this Agreement in whole or in part.

#### **9.8 Limits of the Arbitrator**

- A. The arbitrator cannot order the District to take action contrary to law.

## 10.00 REDUCTION IN FORCE AND RECALL

### 10.1 Certificated Staff Reduction Policy

- A. In the event of a need to operate less than the complete educational program of the Naselle-Grays River Valley School District #155, this Certificated Staff Reduction Policy will be followed when there are not sufficient funds due to a lack of local funds, state funds, or federal funds.
- B. The necessity for and the extent of staff reduction will be determined by the Board of Directors after receiving the recommendation of the Superintendent and the building principals.
- C. The procedures described in this section shall not apply to provisional employees as defined in RCW 28A.405.220, and the contracts of such employees may be non-renewed for financial or other reasons as authorized by law. These procedures also shall not apply to the nonrenewal of any employee hired under the provisions of RCW 28A.405.900 (retire/rehire or leave replacement).

### 10.2 Program and Staff Reductions

- A. District superintendent recommendation to the school board for program and staff reductions:
  - 1. Shall maintain the District's compliance with state and federal laws;
  - 2. Shall be based on the needs of students as primary and paramount in the development of the recommendation, and;
  - 3. Shall include other programs or services as may be recommended to meet determined District needs.
- B. School board determination of the necessity to reduce, modify or eliminate programs shall consider the above criteria in that order.

### 10.3 Staff Reduction Procedure

- A. In the event it becomes necessary to reduce the number of teachers, the following procedure will be implemented in the following order:
  - 1. The program requirements and projected student enrollment will be determined by the District and listed by building. A copy will be given to the Association president.
  - 2. The qualifications for the positions needed to staff the reduced program will be determined by the District. A copy will be given to the Association president.
  - 3. Staff selection to fill all program requirements will be made as follows:
    - a. First, all current full-time teachers on the seniority list shall be placed in descending order using the next most senior teacher with certification and/or satisfactory experience in the subject area;
    - b. Second, remaining positions shall be filled with current part-time teachers on the seniority list in descending order using the next most senior teacher with certification and/or satisfactory experience in the subject area;
    - c. and, third, remaining positions shall be filled by posting and new hires, or by placing non-bargaining-unit certificated personnel into those assignments, with the proviso that under no circumstances shall such non-bargaining-unit certificated personnel receive such assignments before all eligible bargaining unit members have been recalled.
  - 4. Teachers to be laid-off will be notified in writing by May 15th of the school year unless omnibus appropriation bill does not pass.
  - 5. Notification of staff reduction will be in accordance with applicable statute, regulations, and this Agreement.
  - 6. While in the rehiring pool, individuals may continue group insurance program benefits, subject to the School Employees Benefits Board regulations.
  - 7. Affected teachers shall, unless they request otherwise, be placed on District substitute teacher lists and shall be called on a priority rotation basis for short and long-term duty. Acceptance of a long-

term sub position does not affect pool or rehire status.

- B. Each laid-off teacher shall be considered to have priority rehirement rights for three (3) years following expiration of the contract in effect at the time of the staff reduction. A laid-off teacher shall have seniority until he/she submits a written resignation or fails to accept a position pursuant to the Certificated Staff Recall Procedure herein.
- C. In the event a teacher is assigned outside his or her major area as a result of layoff, the Board shall provide such teacher necessary retraining, recertification, and orientation to the new assignment without cost to the teacher. The annual evaluations of teachers so affected shall bear the notation that the assignment upon which they being evaluated is an emergency assignment outside of their major area.

#### **10.4 Certificated Staff Recall Procedure**

- A. In the event that additional students enroll in the District or additional revenues become available, or a vacancy occurs, the Board shall first recall all teachers in the Bargaining Unit who have been laid off before the Board employs or assigns any additional personnel to fill teaching assignments. Staff selection to fill all staffing requirements will be made from the seniority list in descending order from the highest to lowest position (last out, first in) as long as the teacher meets state requirements. Where teaching assignments require any special certification by State regulations, such assignments shall be filled by the next most senior teachers currently holding special certificates.
- B. Teachers who were previously assigned to full-time teaching positions shall be recalled to full-time teaching positions provided that such teachers shall have the option of accepting or rejecting any part-time teaching position that may exist without jeopardizing his/her recall status for any full-time position which may become available later.
- C. Teachers who were previously assigned to part-time teaching positions shall be recalled to part-time teaching positions provided that no part-time teacher with less seniority shall be recalled to any part-time teaching position unless such a position is declined by all teachers (full and part-time) with greater seniority.
- D. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with lay-off, recall, or other notice to the teacher.
- E. Any teacher so notified shall respond within ten (10) calendar days from receipt of said notice, whether the teacher accepts or rejects the position. If a teacher rejects a position for which he or she is certificated to teach, and such position is offered consistent with the aforementioned provisions of this Article, the teacher shall be considered to have resigned from the employment of the District and all benefits shall cease at that time.
- F. The District's Affirmative Action Plan shall be maintained.

#### **10.5 Seniority**

- A. Staff reduction shall be by seniority. Experience gained as a substitute teacher does not apply in this section. Administrative experience shall count in this section. It is understood that the teacher shall have a valid certificate. Seniority shall be determined by applying the following criteria in the sequence given:
  1. Teaching experience in years or fractions thereof within Washington State public school systems as documented by the Washington State Teacher Retirement System.
  2. Teaching experience in years or fractions thereof in the District.
  3. Vertical advancement on the salary schedule.
  4. Horizontal advancement on the salary schedule.
  5. Number of credit hours beyond the BA or BS.
  6. Provisional teachers shall be placed lowest on the seniority list by order of their date of hire. Upon completion of their provisional period, these teachers shall move to their correct placement according to items 1-5.

- B. The School District will submit to the Association a seniority list when requested each year, but not before November 30th.

## 11.00 CERTIFICATED STAFF EVALUATION

### 11.1 Introduction

The evaluation procedures are to improve the educational program by improving the quality of instruction. The evaluation process recognizes strengths, identifies areas needing improvement, and provides support for professional growth. Within the Center for Educational Leadership (CEL) instructional framework, teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills and knowledge.

The evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 “(1) An evaluation system must be meaningful, helpful and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.”

Additionally, the evaluation process is one which will be implemented with collaboration between the evaluator and the employee.

### 11.2 Applicability

This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction and grades for students.

The term “classroom teacher” does not include ESAs, Counselor,-TOSAs, and other employees who do not work with regularly recurring and specifically defined groups of students. Those employees who do not meet this definition will be evaluated under the alternate evaluation system, as defined in this agreement.

- A. Within each school, the principal or his designee shall be responsible for the evaluation of teachers assigned to that school. In the event a teacher is assigned to more than one (1) school, that teacher shall be evaluated by only one principal, but in collaboration with the other principal. The District shall determine lines of responsibility for evaluation of any teacher who is not regularly assigned to any school.
- B. The district will notify all staff who his/her evaluator will be by October 1.
- C. There are two tracks to evaluation:
  - Comprehensive Form
  - Focused Form
- D. A pre-observation meeting shall be held by October 10 between new employees and the building evaluator to discuss the evaluative criteria, indicators and procedures in detail. The purpose of the yearly evaluation of certificated staff shall be discussed and evaluation objectives explained.
- E. Each teacher shall be notified by the building principal, or designee, of placement on the focused form or comprehensive form prior to the first observation.
  1. Employees who are selected for the focused form may choose instead to participate in the Comprehensive Evaluation process.
  2. If the employee designated for focused form evaluation prefers the evaluator to use the Comprehensive Form Evaluation, she or he will notify the evaluator prior to the first observation.

### 11.3 Professional Development

Prior to being evaluated, each new teacher shall receive a minimum of an hour of professional development to comprehend the framework, understand the evaluation process, and overall performance expectations.

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

### 11.4 State Criteria Framework and Scoring

#### A. State Evaluation Criteria:

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 an managing a safe, positive learning environment;
6. Using multiple data elements to modify instruction and improve student learning;
7. Communicating and collaborating with parents and the school community; and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

#### B. Instructional Framework:

The District and employees will use the CEL instructional framework.

Upon mutual agreement, the District and Association may select a different instructional framework approved by OSPI.

#### C. Criterion Performance Scoring:

If the evaluator and teacher cannot agree on a final criterion score, the following principles will apply:

1. Each rating will be assigned the following numeric values:
  - a) Unsatisfactory – 1
  - b) Basic – 2
  - c) Proficient – 3
  - d) Distinguished – 4
2. The components of each criterion shall be averaged to determine the final score for that criterion.
3. When a final criterion score includes a fractional number (example 2.3), all scores with fractions below .5 will be rounded down and all fractions .5 or above will be rounded up. For example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.5 would receive a final criterion score of 3.

#### D. Summative Performance Rating:

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

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

## 11.5 Definitions

Criteria shall mean one of the eight (8) state-defined categories to be scored.

Component shall mean the subsection of each criterion.

Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio, but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Student and parent input shall not be used as evidence without employee approval.

Not Satisfactory shall mean:

Level 1 Unsatisfactory – Receiving a 1 is not considered satisfactory performance for all teachers. Classroom teachers with five (5) or fewer years of teaching experience must score at level 1 to be considered unsatisfactory.

Level 2 Basic – If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience, and if the level 2 has been received two (2) years in a row, or two (2) years within a consecutive three-year (3-year) period, the teacher is not considered performing at a satisfactory level.

Student Growth Data shall mean the change in student achievement between two (2) or more points in time, as determined by the teacher. Assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures. Assessments used to demonstrate growth must be mutually agreed upon between the educator and evaluator and must be relevant to the respective teaching assignment. State assessment data can be used as one of multiple assessment measures.

## 11.6 Comprehensive Evaluation

A. A comprehensive Evaluation must be completed at least once every six (6) years.

B. Process

1. Teacher Self-Assessment

Prior to the Pre-Observation Conference, the employee will complete a Self-Assessment form. The Self-Evaluation form will not be included as part of the Summative Evaluation.

2. Goal Setting

The teacher and the evaluator shall meet within the first thirty (30) days of the year to discuss goals. The teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1. The goal for SG-6.1 and SG-8.1 may be the same goal.

3. Evidence

Both the teacher and the evaluator will contribute to evidence collection necessary to complete this evaluation. Said collection will be accomplished openly and, wherever possible, jointly. A teacher may, but shall not be required to, submit evidence for completion of the evaluation.

4. Observations

a. The observations will occur no later than ten (10) days after the pre-observation consultation, unless there is an agreement by both parties to extend this time. Observations will be mutually scheduled, unless an observation timeline is required.

b. The evaluator will document all observations used in the evaluation and provide copies to the educator within three (3) days. Observation documentation shall be focused on evidence.

c. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference and be used to determine the final evaluation score.

- d. The total annual observation time cannot be less than sixty (60) minutes.
5. Pre-Observation Conference(s)

The pre-observation conference shall be held at the educator or evaluator's request prior to the formal observation. The teacher and evaluator will mutually agree when to conference. The conference may be held during the teacher's planning period if agreeable to the educator. The purpose of the pre-observation conference is to discuss the educator's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. If no pre-observation conference is requested, the educator and the evaluator shall consult briefly about the observation. Such consultations may be made in person or via digital communication.
6. Post-Observation Conference(s)
  - a. A post-observation conference between the evaluator and teacher shall occur no later than five (5) days after the formal observation.
  - b. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.
  - c. The teacher must be given the opportunity to attach written comments to the observation notes.
  - d. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.
7. Informal Observations
  - a. An informal observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
  - b. An evaluator may conduct any number of informal observations.
  - c. Observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.
  - d. All informal observations must be documented in writing. Notes and evidence from informal observations to be used in the evaluation shall be provided to the teacher within five (5) days of the informal observation.
  - e. Any time after an informal observation a teacher may request a post-informal observation conference to discuss the informal observation.
8. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher.
9. Final Summative Evaluation Conference
  - a. No later than the last day of the school year, the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
  - b. No unsatisfactory in final evaluation will be given unless concerns were previously presented in writing. Classroom teachers will not be subject to probation or non-renewal based on performance in a subject area the classroom teacher is not endorsed.
  - c. The teacher has the right to provide additional evidence for each criterion to be scored within six (6) regular business days. The evaluator will respond within five (5) regular business days of receipt of additional evidence.
  - d. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
  - e. If the teacher believes the criterion score or final summative score did not consider certain teacher evidence, procedures outlined in this section were not followed, and/or the criteria were not objectively scored, they shall be granted a meeting with Association representation to seek a mutually agreeable solution.



- f. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the educator agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well. Electronic signatures will be accepted.

### **11.7 Focused Evaluation Option**

The Focused Evaluation Option (FEO) focuses on improvement of teaching skills, content knowledge, techniques and abilities. A teacher on the FEO will still be accountable for all components in the rubric. Upon agreement with the evaluator, if a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the FEO. The teacher can stay on the FEO for five (5) years before returning to the Comprehensive Evaluation. The teacher can initiate a move from the Focused to the Comprehensive Evaluation. The evaluator can initiate a move from the Focused to the Comprehensive Evaluation if there is evidence of a performance deficiency.

- A. The professional growth activity shall be proposed by the teacher at the goal setting conference, but must be mutually agreed upon with the evaluator. If the two cannot agree upon the professional growth activity, the educator shall stay on the Comprehensive Evaluation System.
- B. The professional growth activity needs to be tied to one (1) of the eight (8) state evaluation criteria. If the educator chooses criterion 1, 2, 4, 5, 7 or 8, they must also complete the student growth components in criterion 3 or 6.
- C. The role of the evaluator is to assist the teacher in developing the professional growth activity and then to assist in its implementation, particularly by making reasonable efforts to provide the resources to implement it.
- D. If an educator receives a Distinguished (4) score ~~higher than their previous Comprehensive Evaluation~~, they will receive the higher score. Otherwise the employee maintains the last summative score on the comprehensive evaluation process.
- E. A group of teachers may focus on the same evaluation criteria and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.
- F. Observations and conferences for the focused evaluation shall follow the guidelines set forth in the Comprehensive Evaluation process, Section 6, above.
- G. If an educator receives less than Proficient in any criterion on the comprehensive evaluation, then the educator shall focus on that criterion.

### **11.8 Student Growth Criterion Score**

- A. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2 and SG 8.1. For focused evaluations, the student growth component scores are calculated with the other components in the selected criterion. For comprehensive evaluations, evaluators add up the raw score on these components and the educator is given a score of low, average or high based on the scores below:
  1. 5-12 Low
  2. 13-17 Average
  3. 18-20 High
- B. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. It will include teacher-initiated formal and informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time shall not be used to calculate a teacher's student growth criterion score.
- C. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score.
- D. If a teacher receives a Low student growth score on the summative evaluation, the teacher and evaluator will mutually agree to engage in one or more of the following:

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

### **11.9 Support For Basic and Unsatisfactory**

- A. The Association will be notified when any teacher is judged below Proficient within ten (10) school days.
- B. When a non-provisional teacher is judged below 3 – Proficient, the educator and evaluator shall develop plan to support the employee’s professional development.-Additional supports may include, but are not limited to, university course work, peer coaching, leave to observe colleague’s instruction, reading material, District or ESD staff development courses and any required mentor.

### **11.10 Probation**

At any time after October 15, a classroom teacher whose work is judged as not satisfactory based on the scoring criteria shall be placed on probation, and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

- A. A classroom teacher’s work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is 1 – Unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below 3 – Proficient for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall be placed on probation.
- B. Teachers may only be placed on probation from the Comprehensive Evaluation System described above.
- C. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
- D. In the event an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the superintendent. The report shall include the following:
  1. The evaluation report prepared pursuant to the provisions of Section 6 above; and
  2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- E. If the Superintendent concurs with the administrator’s judgement that the performance of the educator is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15 is less than 2 – Basic. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which shall contain the following information:
  1. Specific areas of performance deficiencies identified from the instructional framework;
  2. A suggested specific and reasonable program for improvement;
  3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area of areas of deficiency.

4. When a teacher is put on probation he/she will be informed of his/her right to have Association representation at the first meeting.
- F. A plan of improvement will be developed and will include the specific evaluative criteria which must be met, and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation, will include supports provided and funded by the District, and the dates those supports will be put into place.
- G. Evaluation During the Probationary Period:
1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
  2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
  3. During the probationary period, the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 6 above shall apply to the documentation of observation reports during the probationary period.
  4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
  5. A classroom teacher may request an Association representative to be present in any pre or post observation meetings. The Association will be able to bring in an outside expert to observe the teacher on probation.
- H. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. The teacher must be removed if a teacher with five (5) or fewer years of experience scores at 2 – Basic or above and a teacher of more than five (5) years scores at 3 – Proficient or above.
- I. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.
- J. Evaluator's Post-Probation Report: Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the superintendent at the end of the probationary period which shall identify whether the performance of the probationary teacher has improved, and which shall set forth one (1) of the following recommendations for further action:
1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
  2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
  3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.
- K. Action by the Superintendent: Following a review of any report submitted pursuant to paragraph J above, the superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
- L. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.

### **11.11 Non-Renewal (Discharge)**

When a continuing contract teacher with more than five (5) years of experience receives a comprehensive summative evaluation rating below 3 – Proficient for two (2) consecutive years, the District shall, within ten (10) days of the completion of the final evaluation conference or May 15, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW 28A.405.300.

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

### **11.12 Documentation**

#### **Electronic Record Keeping**

The District shall adhere to the following:

- A. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
- B. Teachers shall have access to their eVAL account in subsequent years.
- C. Evaluators shall notify the teacher of any additional evidence submitted to eVAL within forty-eight (48) hours.
- D. Any and all data entered into eVAL shall be considered confidential, and not be subject to public disclosure.

### **11.13 Evaluation Results**

A. Evaluation results shall be used:

- 1. To acknowledge, recognize, and encourage excellence in professional performance.
- 2. To document the level of performance by a teacher of his/her assigned duties.
- 3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
- 4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
- 5. Provisional employees who have 3 or 4 rating and two years, experience in the District may be moved to continuing contract status by the Superintendent, based on the recommendation of the principal.

B. Evaluation results shall not be:

- 1. Shared or published with any teacher identifying information.
- 2. Shared or published without notification to the individual and Association.
- 3. Used to determine any type of base or additional compensation.
- 4. Used solely to determine assignment, placement, or job status.

C. Evaluators shall not consider school or District-wide scores when evaluating individual scores, i.e. nothing prohibit an evaluator from evaluating all teachers as Distinguished within a school.

## **12.00 SUBSTITUTES PAY, AND WORKING CONDITIONS**

### **12.1 Substitute List and Assignment**

- A. The employer agrees to maintain a list of qualified persons to serve as substitutes for regular employment. The list will indicate grade level and subject preference. Upon request, an updated list will be provided to the Association.
- B. Each year an updated list with days worked by each substitute will be provided to the Association president.

### **12.2 Substitute Pay**

- A. NPS Substitutes shall be paid one hundred thirty-five dollars (\$135) per day and sixty-seven dollars and fifty cents (\$67.50) for a half day. NYCS Substitutes shall be paid one hundred fifty dollars (\$150) per day and seventy-five dollars (\$75) for a half day.
- B. All substitutes who are in the bargaining unit shall have the right to participate in approved medical or dental plans if eligible under the guidelines of the School Employees Benefits Board.
- C. Substitutes who are part of the certificated bargaining unit will be invited to attend one paid in-service day at the beginning of the year for orientation, training, and explanation of benefits and wages. Pay shall be substitute rate.
- D. Certified substitutes who teach more than fifteen (15) consecutive days for the same regularly contracted teacher will be paid according to their placement on the Teachers Salary Schedule beginning with the sixteenth (16) day.

### **12.3 Substitute Workday**

- A. The normal workday for substitutes shall be the same as the certificated employee's workday, Section 5.07.
- B. Substitutes who are required to travel between buildings during their normal workday will follow the regular employee's work/travel schedule.

## 13.00 STATUS AND DURATION OF AGREEMENT

### 13.1 Status of the Agreement

- A. This agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District that are contrary to or inconsistent with its terms.
- B. The existing policies, rules, regulations, procedures, or practices not in conflict with this Agreement are not affected by this Agreement.
- C. All provisions shall continue in effect until a successor agreement is negotiated.

### 13.2 Duration of the Agreement

- A. This Agreement shall be effective as of September 1, 2020, and shall continue in effect until August 31, 2021, subject to 14.1 (C). The wage schedule effective September 1, 2020 shall reflect a 2.7% increase over the 2019-20 schedule, and which includes the state inflationary factor (IPD, 1.6%). This includes the state's enhancement of District funding to address its higher staff mix. If that enhancement is withdrawn or reduced by the state during the term of this Agreement, the salary schedule shall be amended to reflect the reduction or elimination of this funding.
- B. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters and that the understandings and agreements arrived at by the parties are set forth in this Agreement.
- C. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term. This Agreement may be reopened for alterations, changes, deletions, additions, or modifications only by the mutual consent of both parties.

### 13.3 Reopeners

- A. Except as provided for in this section, this Agreement may be reopened for alterations, changes, deletions, additions, or modifications only by the mutual consent of both parties. Requests for such amendments by either party must be in writing and must include a summary of the proposed amendment. The other party must accept or reject the request to reopen negotiations in writing within fifteen (15) calendar days.
- B. In the event of a double levy failure or significant reduction in funds, the parties will meet to negotiate the impact of the reduction in revenue.
- C. Parties agree that they will have the option to select one article on each side to reopen negotiations for each year of a multi-year agreement.
- D. In the event the Board receives additional funds for the specific purpose of increasing teachers' salaries and/or benefits during the duration of this agreement, the Board shall immediately notify the Association and the parties shall meet to consider or negotiate, if necessary, the disbursement of such funds. Individual teacher contracts shall then be amended to reflect the improvement in salary and/or benefits.
- E. The District/ Association shall have the right to open the contract at any time to deal with health insurance issues related to compliance with state or federal legislation and /or potential employee eligibility for subsidies or tax credits from the Federal Government. The District agrees to cooperate with the Association to the extent that the Association requests do not cause the District to incur fines, taxes, sanctions or any substantial negative financial impact.

### 13.4 Negotiations

- A. It shall be the intent of both parties to begin negotiations by May 1st of the year in which the current agreement expires and to conclude negotiations by August 31 of that same year.

## Appendix A: Leave Sharing Guidance

Employees facing serious life situations that threaten their ability to remain employed by the District may be entitled to request shared leave from their fellow employees. For details regarding eligibility for donating or receiving shared leave, and other questions, employees should contact the District office. Details for shared leave are also described in more detail in District Policy 5406 and Chapter 392-136A WAC:  
<https://app.leg.wa.gov/wac/default.aspx?cite=392-136a>

The following is a summary regarding the shared leave program:

### Eligibility for Shared Leave

**Extraordinary or Severe Condition:** Employees may be eligible for shared leave if they, a relative (“spouse, child, stepchild, grandchild, grandparent, parent, sibling, or other close relative by blood or marriage”) or household member, if the employee, relative or household member suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature.

**Called to Military Service:** Employees called to service in the “uniformed services” may be eligible for shared leave.

**Emergency Volunteers:** Employees accepted as volunteers in a region for which a state of emergency has been declared may be eligible for shared leave.

**Domestic or Sexual Crime Victim:** Employees who are victims “of domestic violence, sexual assault, or stalking” may be eligible for shared leave.

**Disabled Arm Services Members or Veterans:** Employees who are or are spouses of current members of the armed services or veterans attending medical appointments or treatments may be eligible for shared leave.

## Appendix B: Pre-Conference Evaluation Tool

### TEACHER EVALUATION - FORMAL CLASSROOM OBSERVATION – PRE-CONFERENCE TOOL

Teacher \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

1. To which part of your curriculum does this lesson relate?
  
  
  
  
  
  
  
  
  
  
2. How does this learning “fit” in the sequence of learning targets for this class?
  
  
  
  
  
  
  
  
  
  
3. Briefly describe the students in this class, including those with special needs.
  
  
  
  
  
  
  
  
  
  
4. What are your learning outcomes for this lesson? What do you want the students to understand?
  
  
  
  
  
  
  
  
  
  
5. How will you engage the students in the learning? What will you do? What will the students do?
  
  
  
  
  
  
  
  
  
  
6. Will the students work individually or as a large group? Provide any worksheets or other materials the students will be using.
  
  
  
  
  
  
  
  
  
  
7. How will you differentiate instruction for different individuals or groups of students in the class?
  
  
  
  
  
  
  
  
  
  
8. What instructional materials or other resources, if any, will you use?



9. How and when will you know the students have learned what you intend (success criteria)?

10. Is there anything that you would like me to specifically observe during the lesson?

## Appendix C: Post Evaluation Tool

### TEACHER EVALUATION FORMAL CLASSROOM OBSERVATION POST-CONFERENCE TOOL

Teacher \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

1. In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know? What evidence would support this?

2. If you were able to bring samples of student work, what do those samples reveal about those students' levels of engagement and understanding? What evidence would support this?

3. Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning? What evidence would support this?

4. Did you depart from your plan? If so, how and why? What evidence would support this?

5. Comment on different aspects of your instructional delivery (e.g., activities, grouping of students, materials and resources). To what extent were they effective? What evidence would support this?

## **TEACHER EVALUATION FORMAL CLASSROOM OBSERVATION POST-CONFERENCE TOOL**

6. If you had an opportunity to teach this lesson again to the same group of students, what would you do differently? What evidence would support this?

7. What is your system for maintaining records? What evidence would support this?

8. What methods do you use to communicate with families? What evidence would support this?

9. What are some examples of your participation in a professional community, growing and developing professionally, and showing professionalism? What evidence would support this?

## Appendix D: Focused Evaluation Form

NASELLE SCHOOL DISTRICT

### FOCUSED EVALUATION OF PRACTICE (Short Form)

Name of Teacher \_\_\_\_\_ School \_\_\_\_\_

Teacher Summative Statements	
Unsatisfactory 1	Professional practice at Level 1 does not show evidence of understanding or demonstration of the concepts underlying individual components of the criteria. This level of practice is ineffective and may represent practice that does not contribute to student learning, professional learning environment, or effective teaching practice. This level requires immediate intervention and specific district support. Failure to show adequate growth is grounds for dismissal/nonrenewal.
Basic 2	Professional practice at Level 2 shows a developing understanding and demonstration of the concepts underlying individual components of the criteria but performance is inconsistent. This level may be considered minimally competent for teachers early in their careers or experienced teachers in a new assignment, but insufficient for more experienced teachers. This level requires specific and relevant support.
Proficient 3	Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teachers at this level thoroughly know academic content, curriculum design/development, their students, and a wide range of professional resources. Teaching at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.
Distinguished 4	Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. Teaching practice at this level shows evidence of learning that is student directed, where students assume responsibility for their learning by making substantial, developmentally appropriate contributions throughout the instructional process. Ongoing, reflective teaching is demonstrated through the highest level of expertise and commitment related to all students' learning, challenging professional growth, and collaborative leadership.

#### PICK ONLY ONE COMPONENT AND SCORE

##### \_\_\_\_\_ C3. Recognizing individual student learning needs and developing strategies to address those needs.

P3: Teaching Point: Teaching point(s) are based on students' learning needs; SE2: Intellectual Work: Ownership of learning; SE4: Engagement Strategies: Strategies that capitalize on learning needs of students; CP5: Teaching approaches and/or Strategies: Differentiated instruction; A6: Adjustments: Teacher use of formative assessment data; SG3.1: Establish Student Growth Goals; SG3.2: Achievement of Student Growth Goal(s)

##### \_\_\_\_\_ C6. Using multiple student data elements to modify instruction and improve student learning.

A1: Assessment: Self-assessment of learning connected to the success criteria; A2: Assessment: Demonstration of learning; A3: Assessment: Formative assessment opportunities; A4: Assessment: Collection systems for formative assessment data; A5: Assessment: Student use of assessment data; SG6.1 Establish Student Growth Goal(s); SG6.2: Achievement of Student Growth Goal(s)

##### \_\_\_\_\_ C8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

PCC1: Professional Learning and Collaboration: Collaboration with peers and administrators to improve student learning; PCC2: Professional Learning and Collaboration: Professional and collegial relationships; PCC5: Professional Responsibilities: Supports school district, and state curriculum, policy and initiatives; PCC6: Professional Responsibilities: Ethics and advocacy; SG8.1: Establish Student Growth Goal, Implement, and Monitor Growth

The preponderance of the component evidence for this teacher demonstrates a level \_\_\_\_\_.

- a) 1 points—Unsatisfactory
- b) 2 points—Basic
- c) 3 points—Proficient
- d) 4 points—Distinguished

Strengths of the Teacher's Practice

Areas for Growth in the Teacher's Practice

**We have conducted a conversation on the above items.**

Teacher's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator's signature: \_\_\_\_\_ Date: \_\_\_\_\_

My signature on this document indicates that I have received a copy of this document at my post-observation or evaluation conference but does not imply, however, that I agree with the contents of this report.

## Appendix E: Summative Evaluation Form

### COMPREHENSIVE EVALUATION OF PRACTICE ( Long Form)

Name of Teacher \_\_\_\_\_ School \_\_\_\_\_

Teacher Summative Statements	
Unsatisfactory 1	Professional practice at Level 1 does not show evidence of understanding or demonstration of the concepts underlying individual components of the criteria. This level of practice is ineffective and may represent practice that does not contribute to student learning, professional learning environment, or effective teaching practice. This level requires immediate intervention and specific district support. Failure to show adequate growth is grounds for dismissal/nonrenewal.
Basic 2	Professional practice at Level 2 shows a developing understanding and demonstration of the concepts underlying individual components of the criteria but performance is inconsistent. This level may be considered minimally competent for teachers early in their careers or experienced teachers in a new assignment, but insufficient for more experienced teachers. This level requires specific and relevant support.
Proficient 3	Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teachers at this level thoroughly know academic content, curriculum design/development, their students, and a wide range of professional resources. Teaching at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.
Distinguished 4	Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. Teaching practice at this level shows evidence of learning that is student directed, where students assume responsibility for their learning by making substantial, developmentally appropriate contributions throughout the instructional process. Ongoing, reflective teaching is demonstrated through the highest level of expertise and commitment related to all students' learning, challenging professional growth, and collaborative leadership.

#### EACH COMPONENT SCORE (State Rubrics)

##### \_\_\_\_\_ C1 Centering instruction on high expectations for student achievement.

P1. Standards: Connection to standards, broader purpose and transferable skill; P1. Standards: Connection to standards, broader purpose and transferable skill; P5: Learning Target: Success criteria and performance task(s); SE3: Engagement Strategies: High cognitive demand; CEC3: Classroom Routines & Rituals: Discussion, collaboration and accountability

##### \_\_\_\_\_ C2 Demonstrating effective teaching practices.

SE1: Intellectual Work: Quality of questioning; SE5: Engagement Strategies: Expectation, support and opportunity for participation and meaning making; SE6: Talk: Substance of student talk; CP6: Scaffolds for Learning: Scaffolds the task; CP7: Scaffolds for Learning: Gradual release of responsibility

##### \_\_\_\_\_ C3 Recognizing individual student learning needs and developing strategies to address those needs.

P3: Teaching Point: Teaching point(s) are based on students' learning needs; SE2: Intellectual Work: Ownership of learning; SE4: Engagement Strategies: Strategies that capitalize on learning needs of students; CP5: Teaching approaches and/or Strategies: Differentiated instruction; A6: Adjustments: Teacher use of formative assessment data

##### \_\_\_\_\_ C4 Providing clear and intentional focus on subject matter content and curriculum.

P2: Standards: Connection to previous and future lessons; CP1: Curriculum: Alignment of instructional materials and tasks; CP2: Teaching Approaches and/or Strategies: Discipline-specific conceptual understanding; CP2: Teaching Approaches and/or Strategies: Discipline-specific conceptual understanding; CP3: Teaching Approaches and/or Strategies: Pedagogical content knowledge; CP3: Teaching Approaches and/or Strategies: Pedagogical content knowledge; CP4: Teaching Approaches and/or Strategies: Teacher knowledge of content

##### \_\_\_\_\_ C5 Fostering and managing a safe, positive learning environment.

CEC1: Use of Physical Environment: Arrangement of classroom; CEC2: Use of Physical Environment: Accessibility and use of materials; CEC4: Classroom Routines & Rituals: Use of learning time; CEC6: Classroom Culture: Student status; CEC7: Classroom Culture: Norms for learning

**\_\_\_\_\_ C6 Using multiple student data elements to modify instruction and improve student learning.**

A1: Assessment: Self-assessment of learning connected to the success criteria; A2: Assessment: Demonstration of learning; A3: Assessment: Formative assessment opportunities; A4: Assessment: Collection systems for formative assessment data; A5: Assessment: Student use of assessment data

**\_\_\_\_\_ C7 Communicating and collaboration with parents and the school community.**

PCC3: Communication and Collaboration: Parents and Guardians; PCC4: Communication and Collaboration: Communication within the school community about student progress

**\_\_\_\_\_ C8 Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.**

PCC1: Professional Learning and Collaboration: Collaboration with peers and administrators to improve student learning; PCC2: Professional Learning and Collaboration: Professional and collegial relationships; PCC5: Professional Responsibilities: Supports school district, and state curriculum, policy and initiatives; PCC6: Professional Responsibilities: Ethics and advocacy

**\_\_\_\_\_ TOTAL SCORE**

- 5. 8-14 Unsatisfactory
- 6. 15-21 Basic
- 7. 22-28 Proficient
- 8. 29-32 Distinguished

The preponderance of the eight component evidence for this teacher demonstrates a level \_\_\_\_\_.  
If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score.

**STUDENT GROWTH (State Rubrics)**

**C3. Recognizing individual student learning needs and developing strategies to address those needs.**

- \_\_\_\_\_ **SG3.1:** Establish Student Growth Goals;
- \_\_\_\_\_ **SG3.2:** Achievement of Student Growth Goal(s)

**C6. Using multiple student data elements to modify instruction and improve student learning.**

- \_\_\_\_\_ **SG6.1** Establish Student Growth Goal(s);
- \_\_\_\_\_ **SG6.2:** Achievement of Student Growth Goal(s)

**C8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.**

- \_\_\_\_\_ **SG8.1:** Establish Student Growth Goal, Implement, and Monitor Growth

**\_\_\_\_\_ TOTAL SCORE**

- a) 5-12 Low
- b) 13-17 Average
- c) 18-20 High

The preponderance of Student Growth evidence for this teacher demonstrates a level \_\_\_\_\_.

Strengths of the Teacher’s Practice

Areas for Growth in the Teacher's Practice

**We have conducted a conversation on the above items.**

Teacher's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator's signature: \_\_\_\_\_ Date: \_\_\_\_\_

My signature on this document indicates that I have received a copy of this document at my post-observation or evaluation conference but does not imply, however, that I agree with the contents of this report.



## Appendix F: Salary Schedule

STEP	BA-0	BA-15	BA-30	BA-45	BA-90	BA-135	MA-0	MA-45	MA-90
0	\$46,552.00	\$47,809.00	\$49,111.00	\$50,417.00	\$55,811.00	\$55,811.00	\$55,811.00	\$60,001.00	\$62,701.00
1	\$47,178.00	\$48,453.00	\$49,773.00	\$51,135.00	\$56,431.00	\$56,431.00	\$56,431.00	\$60,665.00	\$63,346.00
2	\$47,775.00	\$49,062.00	\$50,396.00	\$51,862.00	\$57,056.00	\$57,056.00	\$57,056.00	\$61,277.00	\$63,988.00
3	\$48,390.00	\$49,689.00	\$51,037.00	\$52,552.00	\$57,648.00	\$57,648.00	\$57,648.00	\$61,857.00	\$64,636.00
4	\$48,993.00	\$50,350.00	\$51,706.00	\$53,273.00	\$58,269.00	\$58,269.00	\$58,269.00	\$62,506.00	\$65,306.00
5	\$49,616.00	\$50,979.00	\$52,349.00	\$54,004.00	\$58,899.00	\$58,899.00	\$58,899.00	\$63,124.00	\$65,977.00
6	\$50,257.00	\$51,590.00	\$53,006.00	\$54,743.00	\$59,546.00	\$59,546.00	\$59,546.00	\$63,749.00	\$66,615.00
7	\$51,383.00	\$52,736.00	\$54,170.00	\$56,001.00	\$60,757.00	\$60,757.00	\$60,757.00	\$65,020.00	\$67,969.00
8	\$53,031.00	\$54,458.00	\$55,925.00	\$57,909.00	\$62,662.00	\$62,662.00	\$62,662.00	\$66,985.00	\$70,040.00
9	\$53,031.00	\$56,241.00	\$57,782.00	\$59,836.00	\$64,589.00	\$64,589.00	\$64,589.00	\$69,014.00	\$72,173.00
10	\$53,031.00	\$56,241.00	\$59,658.00	\$61,862.00	\$66,617.00	\$66,617.00	\$66,617.00	\$71,099.00	\$74,363.00
11	\$53,031.00	\$56,241.00	\$59,658.00	\$63,948.00	\$68,702.00	\$68,702.00	\$68,702.00	\$73,283.00	\$76,612.00
12	\$53,031.00	\$56,241.00	\$59,658.00	\$65,967.00	\$70,869.00	\$70,869.00	\$70,869.00	\$75,524.00	\$78,954.00
13	\$53,031.00	\$56,241.00	\$59,658.00	\$65,967.00	\$73,113.00	\$73,113.00	\$73,113.00	\$77,820.00	\$81,351.00
14	\$53,031.00	\$56,241.00	\$59,658.00	\$65,967.00	\$75,423.00	\$75,423.00	\$75,423.00	\$80,279.00	\$83,841.00
15	\$53,031.00	\$56,241.00	\$59,658.00	\$65,967.00	\$77,384.00	\$77,384.00	\$77,384.00	\$82,365.00	\$86,022.00
16	\$53,031.00	\$56,241.00	\$59,658.00	\$65,967.00	\$78,931.00	\$78,931.00	\$78,931.00	\$84,013.00	\$87,742.00

**SIGNATURES OF THE PARTIES**

For the  
Naselle-Grays River  
Association

By \_\_\_\_\_

President

By \_\_\_\_\_

Vice-president

By \_\_\_\_\_

Secretary

By \_\_\_\_\_

Negotiator

By \_\_\_\_\_

Negotiator

For the  
Naselle-Grays River Valley Education  
School District Board of Directors

By \_\_\_\_\_

Chairman

By \_\_\_\_\_

Secretary

By \_\_\_\_\_

Director

By \_\_\_\_\_

Director

By \_\_\_\_\_

Director