

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN THE

**WISHKAH VALLEY EDUCATION
ASSOCIATION**

AND THE

WISHKAH VALLEY SCHOOL DISTRICT

SEPTEMBER 1, 2022 - AUGUST 31, 2025

TABLE OF CONTENTS

Preamble 6

Article I – Recognition 6

Article II – Dues Deductions and Representation Fees 7

SECTION 1 - DUES	7
SECTION 2 – MEMBERSHIP DEDUCTIONS.....	7
SECTION 3 – PAYROLL DEDUCTIONS	8

Article III – Association Rights 8

SECTION 1 - USE OF DISTRICT FACILITIES AND EQUIPMENT	8
SECTION 2 – ASSOCIATION RIGHT TO PERSONNEL INFORMATION	9
SECTION 3 – ASSOCIATION GRIEVANCE REPRESENTATIVES	9
SECTION 4 – ASSOCIATION EXCLUSIVITY	9
SECTION 5 – ORIENTATION PROGRAMS	10
SECTION 6 – RIGHT OF ASSOCIATION CONSULTATION	10
SECTION 7 – NEW EMPLOYEES	10

Article IV - Employee Rights 10

SECTION 1 – NON-DISCRIMINATION CLAUSE.....	10
SECTION 2 – NON-RESTRICTION OF RIGHTS	10
SECTION 3 – RIGHTS OF EMPLOYEES IN BARGAINING UNIT	11
SECTION 4 – ACADEMIC FREEDOM.....	11
SECTION 5 – PERSONNEL FILES	11
SECTION 6 – HOLD HARMLESS CLAUSE.....	13
SECTION 7 – SAFE WORKING CONDITIONS	13

Article V – Instruction 14

SECTION 1 - VISITORS.....	14
SECTION 2 – STAFF DEVELOPMENT.....	14
SECTION 3 – TRAINING FOR A NEW AREA OF TEACHING	15
SECTION 4 – STUDENT SUPPORT AND TEACHER PROTECTION	15
SECTION 5 – WORK LOAD LEVELS	17
SECTION 6 – ELEMENTARY FIELD TRIPS	17
SECTION 7 – EDUCATIONAL MATERIAL REPRODUCTION	18

Article VI - Employee Responsibilities 18

SECTION 1 – LENGTH OF WORKDAY	18
SECTION 2 - TRAVEL	18

SECTION 3 – FACULTY MEETINGS.....	19
SECTION 4 – ASSIGNMENT OF REGULAR EMPLOYEES AS SUBSTITUTES.....	19
SECTION 5 – INDIVIDUAL EMPLOYEE CONTRACTS.....	19

Article VII – Leaves 20

SECTION 1 – ILLNESS, INJURY, AND EMERGENCIES.....	20
SECTION 2 - PARENTAL LEAVE.....	20
SECTION 3 - BEREAVEMENT LEAVE.....	21
SECTION 4 - EMERGENCY LEAVE.....	21
SECTION 5 – JURY DUTY.....	21
SECTION 6 – PROFESSIONAL MEETINGS AND CONFERENCES	21
SECTION 7 – ASSOCIATION LEAVE.....	21
SECTION 8 – PERSONAL LEAVE.....	22
SECTION 9 – DOCUMENTATION FOR APPROVAL OF ABSENCES OR LEAVES	22
SECTION 10 – PUBLIC OFFICE LEAVE.....	23
SECTION 11 – OTHER LEAVES	23
SECTION 12 – LEAVE SHARING BANK.....	23
SECTION 13 – PAID FAMILY MEDICAL LEAVE	23

Article VIII – Facilities 23

Article IX - Assignment, Transfer and Vacancies 24

Article X – Evaluation of Teachers 24

SECTION 1 - PREAMBLE	24
SECTION 2 - DEFINITIONS.....	25
SECTION 3 – APPLICABILITY AND TRANSITION.....	26
SECTION 4 – GENERAL AGREEMENTS	27
SECTION 5 – PROFESSIONAL DEVELOPMENT.....	27
SECTION 6 – STATE CRITERIA, FRAMEWORKS, AND SCORING METHODS.....	28
SECTION 7 – PROVISIONAL TEACHERS	30
SECTION 8 – EVALUATION/OBSERVATION PROCEDURES	31
SECTION 9 – RESULTS AND RECORD KEEPING	38
SECTION 10 – TEACHER PERFORMANCE INTERVENTIONS.....	39
SECTION 11 – NON-RENEWAL, ADVERSE ACTION, AND DISCHARGE	43
SECTION 12 – LEGISLATIVE IMPACTS.....	44

Article XI - Work Year 44

SECTION 1 – GENERAL PROVISIONS.....	44
SECTION 2 – PROFESSIONAL/SERVICE DAYS.....	44
SECTION 3 - CALENDAR.....	45

Article XII - Reduction In Force 45

SECTION 1 – BOARD DETERMINATION.....	45
SECTION 2 – INSTRUCTIONAL PROGRAM DETERMINATION	45
SECTION 3 – DETERMINATION OF VACANT POSITIONS.....	46
SECTION 4 – RETENTION BY EMPLOYMENT CATEGORY	46
SECTION 5 - APPEALS.....	47
SECTION 6 – SENIORITY DEFINED	47
SECTION 7 – SELECTION WITHIN EMPLOYMENT CATEGORIES.....	48
SECTION 8 - EMPLOYMENT POOL	48

Article XIII - Complaints / Due Process / Just Cause 49

SECTION 1 – PROCECURES FOR HANDLING COMPLAINTS	50
SECTION 2 – INVESTIGATION OF CHARGES	50
SECTION 3 – EMPLOYEE RIGHT TO REPRESENTATION	51
SECTION 4 – DISCIPLINARY ACTION	51
SECTION 5 – JUST CAUSE.....	51

Article XIV - Insurance Benefits 51

Article XV - Scope of Agreement 52

SECTION 1 - SCOPE.....	52
SECTION 2 – CONTRACT COMPLIANCE	52
SECTION 3 – CONFORMITY TO LAW	53
SECTION 4 – PRINTING AND DISTRIBUTION.....	53
SECTION 5 – SUB-CONTRACTING CLAUSE.....	53
SECTION 6 – AGREEMENT ADMINISTRATION	54

Article XVI - Grievance Procedure 54

SECTION 1 - DEFINITION.....	54
SECTION 2 – GRIEVANCE STEPS	54
SECTION 3 – POWERS OF THE ARBITRATOR.....	56
SECTION 4 – ARBITRATION COSTS.....	56
SECTION 5 – TIME LIMITS.....	56
SECTION 6 – CONTINUITY OF GRIEVANCE	57

Article XVII - Management Rights 57

Article XVIII - No Strike, No Lockout Clause 57

Article XIX - Placement On Salary Schedule 58

SECTION 1 – PLACEMENT ON SALARY SCHEDULE	58
SECTION 2 – OVER/UNDER PAYMENT.....	58

Appendix

A – Salary Schedule 60

Appendix B – 2020-2021 Academic Calendar 61

Appendix C – Co-Curricular Salary Schedule 62

Appendix D – Marzano Frameworks 63

Appendix E – Evaluation Forms 65

Self-Assessment (Form A) 65

Goal Setting Conference (Form B)..... 68

Pre-Observation Lesson Plan Document (Form C) 70

Formal Observation Evidence Gathering Document (Form D) 70

Post-Observation Document (Form E) 71

Summative Evaluation of Practice Document (Form F) 71

PREAMBLE

The District, as herein defined, has statutory obligation, pursuant to the Education Employment Relations Act, Chapter 288, Laws of 1975. First Extraordinary Session, to bargain with the Association as the exclusive representative pursuant to Article I of this Agreement regarding hours, wages, and terms and conditions of employment

In consideration of that obligation this Agreement is by and between the Wishkah Valley School district Number 117, hereinafter called the "District" and the Wishkah Valley Education Association, affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the "Association". The Term "District" used hereinafter shall mean the Board of Directors as its lawfully delegated representative(s).

ARTICLE I - RECOGNITION

Pursuant to Chapter 288, Laws of 1975, the District hereby recognized the Association as the sole and exclusive bargaining representative for all certificated employees under contract or on Board approved leave or to be employed by the District. Except as excluded below, such representation shall cover all employees assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude the superintendent, administrative assistants to the superintendent, business manager, employee relations director, principals, and substitutes except if a substitute works for twenty (20) continuous school days in the same position.

The only provisions of this agreement applicable to represented substitutes are Recognition, Non-Discrimination, Harassment Free Workplace, Personnel File, Safe Working Conditions, Student Support and Teacher Protection, Management Rights, and the grievance procedure for these provisions. Employment and assignment of substitute teachers is at the discretion of the District.

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

ARTICLE II – DUES DEDUCTIONS AND REPRESENTATION FEES

SECTION 1 - DUES

On or before August 25 or each school year, the Association shall give written notice to the District of the dollar amount of dues and assessments of the Association, including the National Education Association and the Washington Education Association, which dues and assessments are to be deducted in the coming school year under all payroll deduction. The total for these deductions shall not be subject to change during the school year.

The deduction authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Employees who commence employment after September or terminate employment before August shall have their deductions prorated at one tenth (1/10) of the total annual amount for each month the employee is employed. The District agrees to promptly remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deductions has been made. A duplicate list shall be promptly provided the Association as receipt for said transaction. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District. Deduction shall be made only from payer employees for whom a payroll deduction authorization is on file.

The Association agrees to reimburse any employee from whose pay dues and assessments were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually receive the excessive amount.

SECTION 2 – MEMBERSHIP DEDUCTIONS

Within ten (10) days of their commencement of employment, employees may sign and deliver to the District an Assignment of Wages Form which is attached and incorporated in this Agreement, which form shall authorize deduction of membership dues and assessments of the Association (including the NEA and the WEA). Such authorization shall continue in effect from year to year unless a request for revocation is submitted to the Washington Education Association and signed by the employee. Each month during the school year, the Association agrees to provide the District with names of those employees who have joined the Association and paid dues and assessments by means other than through payroll deduction.

The Association will indemnify, defend, and hold the District harmless against claims made or judgment rendered against the District resulting from the proper deduction of the Association dues.

SECTION 3 – PAYROLL DEDUCTIONS

The Association and its affiliates (WEA and NEA) shall have the exclusive right of automatic payroll deduction of membership dues, assessments and fees for employees.

The Association shall provide an automatic payroll authorization form for each employee. The employee may sign and deliver such authorization to the Association during the enrollment period at the beginning of the school year, on or before September 5. Once an employee has signed the automatic payroll authorization, dues deductions shall be continuous thereafter.

The Association shall submit the automatic payroll authorization table of prorated annual dues, assessments and fees which shall be supplied to the District payroll office by the Association to determine monthly dues deductions.

The automatic payroll authorization form shall clearly state that it is understood by the employee signing the authorization that continuation of dues deductions until the end of the dues period on August 31 or each year is a binding condition for automatic payroll authorization. Revocation of membership shall be made in writing to the Association on the form available from the Association between the beginning of the school year and September 20 and shall become effective at that time. The Association shall promptly submit notice of such revocation to the District payroll office.

The District shall provide for dues deductions, assessments and fees through automatic payroll authorization and shall, without exception, refrain from intervention or failure to perform such service.

The District shall upon receipt of authorization from an employee deduct from the employee's salary and make appropriate remittance for insurance plans, tax sheltered annuities, credit union, savings bonds, charitable donation, or any other plans or programs jointly approved by the Association and the District.

ARTICLE III – ASSOCIATION RIGHTS

SECTION 1 - USE OF DISTRICT FACILITIES AND EQUIPMENT

The Association and its members shall have the right to use the District's facilities and equipment, including teacher mail boxes, and to conduct Association business outside the contractual day in accordance with District policies. Partisan political materials of any type are expressly forbidden.

The Association and its representatives shall have access to teacher stations, the teachers' lounge, and to all employees. Such access shall not interrupt the instructional setting. Association representatives who are not District employees shall make arrangements through the building administrator to secure a visitor badge before any visitation during the contractual day.

SECTION 2 – ASSOCIATION RIGHT TO PERSONNEL INFORMATION

The Association shall have the right of access to any and all personnel information required to fulfill its representation responsibilities, if authorized in writing by the employee.

SECTION 3 – ASSOCIATION GRIEVANCE REPRESENTATIVES

Association grievance representatives shall be recognized by the District and supervisory representatives in all of the District's buildings and facilities.

Part A. When it will not interfere with normal duties or workday, the Association grievance representatives in all of the District's building and facilities shall be allowed reasonable and sufficient time to investigate and process grievances in compliance with the grievance procedure.

Part B. With written consent of the employee concerned, the Association grievance representatives shall have access to any and all of that employee's files necessary to process grievances in compliance with grievance procedure.

The Association grievance representative shall not be interfered with, harassed, coerced, or intimidated by the District's representatives for the performance of duties as a grievance representative.

The District shall not hinder, interfere with, or in any way influence the selection of the Association grievance representative. The Association grievance representative shall not be transferred or reassigned during his/her term as a grievance representative without his/her consent.

Part C. When it will not interfere with normal duties or workday, the Association grievance representative shall have access to all employees he/she represents.

The Association grievance representative shall have the right to present grievances to the District or his/her designated representative within the grievance representative's jurisdiction. The grievance representative shall suffer no interference, hindrance, or discrimination when carrying out this function as an Association grievance representative.

The Association grievance representative shall suffer no loss of pay when it becomes necessary for him/her to serve as a witness in an arbitration case, employment relations commission proceeding, or any other such court proceeding where his/her testimony is required or needed.

SECTION 4 – ASSOCIATION EXCLUSIVITY

It is agreed that the Association is the legal representative for all employees covered under this Agreement pursuant to Chapter 41.59 RCW.

SECTION 5 – ORIENTATION PROGRAMS

The Association shall be given time on the first day of the work year to present Association programs to all employees within the bargaining unit from 3:00 to 3:30 p.m.

SECTION 6 – RIGHT OF ASSOCIATION CONSULTATION

The District shall consult with the Association on any new or modified fiscal plan, levy program, construction program, curricular program, and school calendar. The Association shall be given the opportunity to address the District with respect to any of these above-mentioned matters prior to adoption or publication.

The District shall place on the agenda of each regular or special board meeting, as an item for consideration under “new business” of the agenda, any matters brought to its attention by the Association. The Association shall have a representative observe each regularly scheduled Board meeting, and also any emergency meeting as appropriate.

SECTION 7 – NEW EMPLOYEES

The Association shall be given the names of all new employees by the District within ten (10) days after the time the new employees have actually gone to work for the District.

The Association shall be allowed access to all new employees at any other time for the purpose of presenting Association programs so long as it does not interfere with the employee’s work.

ARTICLE IV - EMPLOYEE RIGHTS

SECTION 1 – NON-DISCRIMINATION CLAUSE

Employees included within the bargaining unit shall be entitled to full rights of citizenship. The District shall comply with all federal and state rules and regulations and shall not discriminate against any employee on the basis of race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability. Nor will there be any discrimination or discipline due to private or personal life of an employee except where such actions may adversely affect the employee’s performance of their educational responsibilities.

SECTION 2 – NON-RESTRICTION OF RIGHTS

Nothing contained herein shall be construed to deny or restrict to any employee those rights s/he may have under applicable laws, rules, or regulations either prior to the effective date of the Agreement, during the duration of this Agreement, or after the expiration date of this Agreement.

The rights recognized hereunder shall not be exclusive, but are in addition to those provided elsewhere.

SECTION 3 – RIGHTS OF EMPLOYEES IN BARGAINING UNIT

The District shall not interfere with, restrain, coerce, or prevent any employee from exercising his/her legal right to organize, join, and support the Association for whatever purpose in which it may engage in representing members of the bargaining unit.

The District agrees it will not discriminate against any employee because of membership in the Association, because of participation in any representative activity on behalf of the Association, of any action taken within the established grievance procedure or otherwise with respect to any terms or conditions of employment.

SECTION 4 – ACADEMIC FREEDOM

A certificated employee must be free to think and to express ideas, free from undue pressure of authority, and free to act with his professional group. Such freedom must not be restricted except as it conflicts with the basic responsibility to utilize the current District-authorized courses of study and to follow established District policies relating to review and presentation of controversial issues.

The principle of academic freedom for certificated employees shall not supersede the basic responsibilities of the employee to the educational profession. These responsibilities include: (a) a commitment to support the Constitution of the United States; (b) a concern for the welfare, growth, and development of children; and (c) an insistence upon objective scholarship.

Free interchange of ideas must be expected as a part of effective teaching. Any challenge of an employee's the use of state-mandated or educational materials on the basis of suitability, shall be resolved through Board Policy 2020P and/ or 2021 or other similar process, as appropriate.

SECTION 5 – PERSONNEL FILES

A. Personnel File Contents

Each employee's personnel file may contain the following items:

Application, resume and hiring materials

Teaching certificate, transcripts, prior approval of credits

Verification of experience

Contracts

Evaluations

Letters of reasonable assurance

Copy of signed disclosure form

Commendations shared with employee

Derogatory materials, including reprimands, signed by the employee

A payroll and benefits file

B. Employee Rights Regarding Personnel File and Other Administrative Working Files

Employees shall, upon request and in the presence of a District administrator or his designee, have the right to review the contents of their complete personnel file kept with the District office. No secret, duplicate, alternate, or other personnel file shall be kept anywhere by the District. However, the building principal, or designee may also keep a working file for evaluation or discipline purposes. The principal's working file may be reviewed by the employee upon request and in the presence of a District administrator. A separate file for processed grievances shall be kept apart from the employee's personnel file. That file shall be open for review by the employee upon request and in the presence of a District administrator. Anyone, at the employee's request, may be present at these reviews. Personnel records will remain on file with the district according to the General Records Retention Schedule (RCS 40.14.070 and WAC 414.24.050).

C. Employee Rights Regarding Placement in Personnel File of Derogatory Materials

Any derogatory material not shown to an employee within ten (10) days after receipt of composition shall not be placed in the personnel file or allowed as evidence in any grievance or disciplinary action against such employee. No evaluation, correspondence, or other material making reference to an employee's competence, character, or manner shall be placed in the employee's personnel file without the employee's knowledge and exclusive right to attach his/her own written statement.

D. Employee Rights Regarding Placement in Personnel File of Derogatory Materials from Non-Professional Sources

Derogatory statements from non-professional sources shall not be included in the employee's personnel file, except in such cases where the employee has been notified that such material is intended to be used as the basis for a disciplinary action. Such material may be kept within the principal's working file.

E. Employee Acknowledgment

The employee shall acknowledge that s/he has read any document containing derogatory material by signing and dating the actual document to be filed with the understanding that such signature merely signifies that the employee has read the document. Such signature does not indicate agreement with the document's contents.

F. Employee Rights Regarding Verbal Complaints

No action shall be taken upon the verbal complaint directed toward an employee, nor shall any notice thereof be included in said employee's personnel file unless such matter is reported in writing to the employee within ten (10) days.

G. Time Limitations

Derogatory material will be purged from the employee's personnel file after five (5) years from the date of the employee's signature acknowledging receipt of the material. Each employee has the right to ask for a hearing with the Superintendent to request an earlier removal of a document placed in the employee's personnel file.

H. Verification of Contents of Personnel File

Upon the request of the employee, the Superintendent or his/her designee shall sign an inventory sheet to verify the contents of the personnel file at the time of the review by said employee.

I. Employee Rights Regarding the Sharing Unsubstantiated Complaints

An allegation of misconduct found to be without basis will not be placed in an employee's personnel file. District and/or building administrators or designees receiving reference checks from other districts, employers, or ESDs will not discuss unsubstantiated complaints, and will not provide information on paid administrative leave and/or investigations when such leaves and/or investigations were found to be unsubstantiated, unless required by the Public Records Act and released in compliance with RCW 42.56,250(12), or as required in response to a lawful subpoena or judicial order or otherwise required by law.

SECTION 6 – HOLD HARMLESS CLAUSE

The District, in accordance with RCS 28A.400.370, provides liability insurance for those employees covered by this agreement and agrees to maintain the present level of coverage for the duration of this agreement. Employees should contact their immediate supervisor for procedures.

SECTION 7 – SAFE WORKING CONDITIONS

The District agrees to ensure safe and non-hazardous working conditions with the District's facilities. Further, the District agrees to comply with the health and safety regulations of all appropriate State and Federal regulations. The District will comply with RCWs 28.A.635 related to school employees.

Whenever an employee is absent from employment and unable to perform contracted duties as a result of personal injury sustained in the course of employment, the employee may elect to supplement Workers' Compensation with accrued leave. In the event an employee is no longer eligible for Workers' Compensation other leaves may be available including bargained leave and Long or Short-Term Disability.

SECTION 8 - HARRASSMENT FREE WORKPLACE

Employees have the right to work in an environment free from harassment (including sexual harassment), intimidation, and bullying. It is the responsibility of an employee to promptly report any harassment, intimidation or bullying to the administrator in writing. The Superintendent or administrative designee, or third-party investigator shall thoroughly investigate all complaints of

harassment (including sexual harassment), intimidation, and bullying. The Superintendent or administrative designee shall reduce the results of the investigation to writing and provide them to the employee. If the complaint is regarding the actions of the Superintendent or principal, the Board shall employ a third-party investigator to conduct the investigation. The district shall take all appropriate steps to protect employees from harassment, intimidation, and bullying. These steps may include using the student disciplinary process if the aggressor is a student or accessing the legal/ court system as appropriate if the aggressor is a parent or community member. No employee shall be adversely or negatively affected for filing a complaint under this section.

ARTICLE V - INSTRUCTION

SECTION 1 - VISITORS

To provide patrons of the District the opportunity to visit classroom work stations with the least interruption to the teaching process, the following guidelines are set forth:

1. All visitors shall obtain the building principal's permission prior to visiting any classroom. The building principal shall confer with the classroom teacher prior to any visit from a non-employee. Teachers shall be given at least twenty-four (24) hours' notice of visitation by any non-employee unless pre-approval of the principal and teacher. If someone does not check in with the office and have permission, the situation will be addressed outside the CBA.
2. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

SECTION 2 - STAFF DEVELOPMENT

Effective staff development is necessary in providing continuing opportunities for employees. To that end, the District may, from time to time, implement employee development activities.

Staff development activities may include the following areas:

1. Released time for classroom observation and visitation.
2. Released time for staff development workshops.
3. Workshops and classes developed to meet student needs.
4. Assistance for staff involved in curriculum innovation and change.

The Association and the District shall establish a Professional Development Committee for the purposes of selecting and planning relevant Professional Development. The committee shall consist of one elementary and one secondary employee and the Principal and another member of

the District's choice, which could be the Superintendent. Employees serving on this committee shall be appointed by the Association. Employees who attend committee meetings held outside of the contracted workday or year shall be paid at the curriculum rate. Assisting in how the state mandated training will occur can be jointly planned, but it is the District responsibility to assure the required training is accomplished.

SECTION 3 – TRAINING FOR A NEW AREA OF TEACHING

When a teacher is assigned to a new area of teaching which requires additional training, the District shall reimburse the teacher for the tuition cost, upon completion of each class. The courses must first be approved by the District.

SECTION 4 – STUDENT SUPPORT AND TEACHER PROTECTION

The District and the Association recognize the fact that the maintenance of order and discipline are necessary in the classroom workstation. The District and the Association agree the following provisions shall apply to this Agreement:

1. Every employee has the right and the duty to expect and maintain good order and discipline in his or her classroom at all times, and any neglect of this requirement shall constitute sufficient cause for dismissal pursuant to WAC 180-44-020.
2. Employees are not expected to place themselves in harm's way and shall have the right to protect themselves from attack, physical abuse, or injury.
3. The District and Association agree to fully support the responsibility and duty of each student to comply with District and school rules and regulations pursuant to WAC 180-40-210.
4. The District shall provide assistance to employees who are the victims of stalking, harassment, bullying, slander, libel, and/ or defamation by students, parents, or community members, when the employee is targeted because of his or her status as an employee of the District.
5. Employees have the right to work in an environment free of physical and verbal abuse, and free from unlawful disturbance, including unlawful disturbances and physical and verbal abuse by parents and community members.
6. Any employee who is the victim of any of the acts referenced in sections 1 and 2 above shall have the right to:
 - a. meet with the Superintendent within two (2) days of the incident or as soon as possible
 - b. be provided access to the Employee Assistance Program if available
 - c. receive additional training if requested by the teacher.
 - d. be provided other available assistance as needed at the time of the incident, including but not limited to leave with pay on the day of the incident

7. Whenever a teacher is absent from employment and unable to perform contracted duties as a result of assault sustained in the course of employment, the teacher will be paid full salary for the period of absence, up to one year, less the amount of any workman's compensation award made for disability due to said injury. Documentation by a healthcare provider will be required.
8. The District shall also advise those employees working directly with a student when the District possesses information that the student's disciplinary history suggests a possible threat to the safety of others. The District shall make every reasonable effort to provide this information prior to the student being placed in the employee's classroom/ caseload. Employees shall have access to students' disciplinary records.
9. An employee shall have the right to remove a student from class when the employee deems such action necessary to maintain order or discipline, provided that, except in emergency circumstances, the teacher shall have first attempted one or more alternative forms of corrective action. In no event shall an excluded student be returned during the balance of that class or activity period, or up to the following two days, without the consent of the teacher, or until the principal or his or her designee and the teacher have conferred. "Confer" shall mean that the administrator, student, and teacher shall meet and agree upon appropriate behavioral expectations. Results of this meeting shall be reduced to writing by the administrator and shall be provided to the employee and student through Skyward. This will be consistent with policy 3241 and 3241P
10. Each teacher shall be entitled to appropriate assistance and support from building administrators in connection with discipline problems relating to students. The disruption caused in the classroom by a student's behavior shall be given primary consideration when imposing student discipline. Extenuating circumstances will be considered as indicated in Policy 3241 and 3241P
11. If student misconduct affects other students, such as when a room needs to be evacuated, or when students witness a serious verbal or physical assault, the Principal will consult with the teacher to determine the best method and form of communication to parents of the affected students. The principal shall be responsible for communicating with parents. Such communication will comply with Family Education Rights and Privacy Act, and must include the amount of instructional time lost, if any, as a result of the incident.
12. Employees will not be required or expected to monitor students in areas where the employee is not permitted to be. The District will provide adequate supervision.
13. The District and Association agree to fully support the responsibility and duty of each student to comply with District and school rules and regulations

14. The District shall support and uphold its employees in the maintenance of good order and discipline in the classroom work-station.

SECTION 5 – WORKLOAD LEVELS

The District shall in no event exceed the following standards for class size, except where the Association has agreed in writing to exceed these maxima.

Elementary	Maxima
Transitional Kindergarten	23
Kindergarten	23
First & Second Grade	23
Third – Sixth Grade	27
Combination Classes	The lowest class size of the two combined grades.

Teachers assigned to combination classes shall be given one (1) release day per quarter for planning and grading and shall be provided with three (3) hours of qualified paraprofessional time.

Secondary	Maxima
Seventh – Twelfth Grades	30

PE and Band are excluded, except that PE and Band teachers may bring class size concerns related to safety to the Principal, who will work with the teacher to address concerns.

Part A. Guidelines for enforcing: Whenever a maximum is surpassed in any classroom, the District shall have twenty-one (21) school days to hire a teacher or qualified paraprofessional at that level.

Part B. Double Levy Failure: In the event of a double levy failure, this item will be subject to negotiation.

Grading Workshop for K- 6 Teachers in grades K-6 will be allowed a half day of substitute time to prepare for conference week if they have a class of sixteen (16) or more students.

Special Education Caseloads: In the event Special Education caseload exceeds twenty-five students, the Special Education teacher will receive overload payment of \$150, per student, per semester excluding students with only Speech/ Language or OT/PT goals. There is an expectation IEP's will be up to date and meet safety net standards.

SECTION 6 – ELEMENTARY FIELD TRIPS

The District recognizes the importance of field trips particularly for students in a rural

community. The District will follow all Board adopted policies and procedures regarding field trips. In addition, the District will fund the traditional pumpkin patch field trip. The district will purchase one pumpkin per student. Requests for funding will be processed within ten (10) business days provided that request forms are submitted accurately and completely.

ASB funds cannot be used for any curricular related field trips.

SECTION 7 – EDUCATIONAL MATERIAL REPRODUCTION

Staff shall have reasonable access to the reproduction of educational materials. Office equipment can be used by staff members when not in use or needed by office staff.

ARTICLE VI - EMPLOYEE RESPONSIBILITIES

SECTION 1 – LENGTH OF WORKDAY

Regular building hours for teachers shall be seven and one-half (7-1/2) hours which shall include a continuous thirty (30) minute duty-free lunch. The starting and dismissal times shall be determined by the District.

Employees shall begin their workday thirty (30) minutes before the students' school day begins and shall continue until thirty (30) minutes after the students' day ends. The thirty (30) minutes before and after school shall be unassigned time by the District, except for staff meetings as needed (see also Article VI, Section 4 – Staff Meetings). The remainder of this unassigned time may be utilized by certificated employees for preparation time.

All teachers shall have an assigned preparation time (s) scheduled in their teaching assignment. This preparation time shall be scheduled during the student day and shall be teacher-directed. No district or principal directed meeting may occur during this preparation time except with permission of the employee.

Employees shall adhere to their assigned daily schedule. Employees shall not leave the campus during class or preparation periods without signing out. No employee shall leave the building early after the dismissal of students without administration authorization.

SECTION 2 - TRAVEL

When acting with District pre-approval in accordance with assigned duties or when requested to travel using his/her own private vehicle, an employee will be reimbursed for such travel at the current IRS rate per mile.

SECTION 3 – FACULTY MEETINGS

The District agrees to limit building faculty meetings to one (1) regular meeting per month. One (1) additional staff meeting may be held in any month. Faculty meetings shall not extend beyond thirty minutes and will not begin until all members are present unless prior arrangements have been made with an administrator. The Wishkah Valley School District may call emergency faculty meetings as necessary after conferring with WVEA leadership. Learning Improvement Days and District staff days are not considered faculty meetings.

SECTION 4 – ASSIGNMENT OF REGULAR EMPLOYEES AS SUBSTITUTES

Regular contracted employees shall not be assigned involuntarily by the District to substitute for any employee during the regular full-time contracted employee's regular workday except in unexpected emergency situations, where the District has made every reasonable effort to find a substitute to cover the classes of the employee who is on leave. At the request of an administrator, on the 3rd and subsequent requests, the employee shall be paid at the appropriate per diem rate when covering during his/her preparation period. If any employee is required to take additional students in his or her classroom in order to provide coverage because of a lack of substitutes on the 3rd and subsequent requests, he or she shall receive an overload stipend of per diem pay for each hour of coverage. These will only be in effect if the request is made by and administrator.

SECTION 5 – INDIVIDUAL EMPLOYEE CONTRACTS

The District shall issue to each employee a contract in conformity with Washington State Law, State Board of Education regulations and this Agreement.

- A. Copies of Individual Contracts: Three (3) copies of the individual employee contract shall be given to the employee each year for signature. One (1) copy shall be retained by the individual employee at the time of signing of the contract. Two (2) copies shall be forwarded to District to be signed by the duly authorized representatives of the District of which one (1) copy shall be placed in the individual employee's personnel file and one (1) copy shall be returned to the individual employee.
- B. Length of contract: The total length of the regular employee's individual basic contract shall be one hundred eighty (180) days.
- C. Extended Contracts: (Working during a schedule preparation time). When it has been mutually agreed by the teacher and administration, an extended contact may be offered. WVEA will be made aware of this action.

SECTION 7 – EXTRACURRICULAR SUPERVISION

Supervision by staff members at extracurricular activities will be by mutual consent of the staff member and the administrator.

SECTION 7 – DRESS CODE

Staff members are encouraged to dress in a professional manner.

ARTICLE VII - LEAVES

SECTION 1 – ILLNESS, INJURY, AND EMERGENCIES

Every employee holding a regular full-time position shall accrue a total of twelve (12) days with pay for illness, injury, and emergency leaven for each school year. Unused leave under this provision shall accumulate to a maximum of 180 days. Every employee holding a regular part-time position shall accrue such leave with pay in proportion to the number of days worked as it relates to the school year one hundred eighty (180) days and any additional bargained work days that are required.

Part A. Compensated leave may be applied to absence caused by illness or injury of an employee or family member. Compensated leave may be used for medical, dental, or ocular appointments when absence during working hours when notification is provided to the appropriate supervisor within 48 hours, except in extenuating circumstances. In any instance involving use of a fraction of a day of sick leave, the minimum charge to the employee's sick leave account shall be one hour. The employee may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the principal.

1. When an employee will be absent from work due to illness, s/he shall give notice to the principal or the person designated by the superintendent to receive such notice, not later than 6:30 a.m. of the first day of the illness. If the absence may be for consecutive days, the district should be notified of the probable date of return.
2. An employee returning from any illness, whether or not compensated leave benefits have been paid, may be required to submit a note from his or her medical provider if the absence was more than five (5) consecutive days.

Part B. Any employee obtaining compensated leave benefits by fraud, deceit or falsified statement shall be subject to disciplinary action.

1. No one on unpaid leave will accrues sick leave.

Part C. An employee attendance incentive program of remuneration for unused sick leave shall be provided according to the provisions of RCW 28A.400.210 and WAC 392-136-015.

SECTION 2 - PARENTAL LEAVE

Employees shall be entitled to take parental leave for pregnancy-related disability and for child-bonding time with a newborn, newly adopted child, and for newly placed foster children. Such leave be deducted from accrued sick and personal leave.

Employees are encouraged to give adequate notice to the district of their intent to take parental leave.

Employees may use up to one year of unpaid leave for parental leave.

The District may require certification from a medical provider for absences related to parental leave.

SECTION 3 - BEREAVEMENT LEAVE

Certified employees upon request shall be granted leave for up to five (5) days for the death of a family member defined as parent, spouse, child, sibling, mother-in-law, father-in-law, grandparent, grandchildren, step-parents, step-children, or person regularly living in the household. One (1) day will be granted for extended family. These leaves will not be deducted from the sick leave bank. One (1) day will be granted for friends and will be deducted from the sick leave bank. Additional days may be granted by the Superintendent for extended travel.

SECTION 4 - EMERGENCY LEAVE

Emergency leave may be granted to take care of problems suddenly precipitated or of such nature such that preplanning is not possible. The problem must be major and not a mere inconvenience. The reason the leave will be stated on the leave form. This leave will be deducted from the sick leave bank. There is a three (3) day maximum per year on this form of leave.

SECTION 5 - JURY DUTY

Leave of absence may be authorized for jury duty. Employees may secure support from the District office in seeking relief from jury duty when it interferes with professional obligations. There will be no deduction in pay for jury duty.

SECTION 6 - PROFESSIONAL MEETINGS AND CONFERENCES

Leave for purposes relating to the professional growth of employees may be granted upon written application to the superintendent. Appropriate expenses shall be reimbursed upon approval and when prepayment by the district is not possible. Employees shall document all expenses and submit all receipts for approval by the Board.

SECTION 7 - ASSOCIATION LEAVE

The president of the Association or his/her designee shall be provided up to five (5) days of leave per year in accordance with the following criteria:

1. Leave time is to be spent meeting or conferring with the District representative and/or in meeting designed to enhance the working relationship between the Association and the District. Such meeting shall be limited to collective bargaining, grievance adjudication, or other mutually agreed upon labor management meetings.

2. Leave time must be requested by the Association for a specified purpose which is in accordance with number 1 above. The request, stating the individual involved, must be made in writing to the Superintendent a minimum of five (5) working days before the leave is to take effect. Such leave shall be without loss of pay. The Association shall reimburse the District for the full cost of the substitute or substitute coverage.

Up to a total of five (5) additional days of Association release time for the Association president or his/her designee, shall be provided for attendance at official or private institutes or conferences. No more than two (2) employees shall be absent from the District at any one time. Written request for such leave must be made to the Superintendent at least five (5) working days before the leave is to take effect. The Association shall reimburse the District for the full cost of the substitute or substitute coverage.

Any employee requesting leave time under the above shall prepare adequate lesson plans and instructions for the substitute teacher.

SECTION 8 – PERSONAL LEAVE

In the event of important personal business, a certificated employee may apply for up to two (2) days per year of personal leave, either in advance or retroactively. Such leave will not be deducted from sick leave and will be awarded based on the date of application. No more than three (3) employees may be out on personal leave at any one time.

The employee may bank up to four (4) unused personal leave days from one year to the next. Total available personal leave days will not exceed six (6) days. The District will, if the employee so chooses buy back up to two (2) days at their per diem rate with notification to the District by April 30 for payment in May.

In the event a teacher or other staff member must leave early because of matters such as important personal business or family matters, the employee shall be required to submit a District Leave Request Form. The district will make every reasonable effort in obtaining substitutes before denying personal leave.

1. The Superintendent or his/her designee retains the right to maintain the quality of education in the classroom in the event substitutes are not available.

SECTION 9 – DOCUMENTATION FOR APPROVAL OF ABSENCES OR LEAVES

In order for any absences to be approved, the District may require documentation of the reason for absence of leave. In matters of personal employee sensitivity, the employee has the option of seeking the leave directly from the Superintendent, with no written record of the reason given. Any discussion on matters of a sensitive nature will remain confidential unless disclosure is required by legal action.

SECTION 10 – PUBLIC OFFICE LEAVE

Employees shall be granted public office leave for commitments in an elected local, state or federal position. For each day missed because of required attendance, 1/180th of the employee's salary shall be deducted.

SECTION 11 – OTHER LEAVES

Leave of absence of up to one (1) year without pay may be granted employees by the Board for the purpose of study, travel, recuperation, working in a professional related field, Association or Association-related business. Exchanges with other school districts will be discussed on a case-by-case basis. Requests for a leave of absence must be received by the District by April 1 of the year preceding the leave. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District. The employee may request, and the Board may grant, up to one (1) additional year of extended leave, provided that the employee shall be entitled to a position after the second year only if a suitable position is available.

SECTION 12 – LEAVE SHARING BANK

The District and Association agree to provide the opportunity for any certificated employee at Wishkah Valley School District to donate sick leave to benefit a certificated employee who, through prior use of his/her sick leave, has no sick leave available and is unable to return to work. Pursuant to state law, sick leave sharing may be used for the bonding time after the birth of a child, newly adopted child, or placement of a foster child.

A certificated employee may donate up to six (6) days sick leave for any twelve-month period. There must remain a minimum of sixty (60) days of balance of sick leave after the donation is made. Employees wishing to donate sick leave must complete the Leave Sharing Bank Form.

SECTION 13 – PAID FAMILY MEDICAL LEAVE

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall pay fifty percent (50%) of the payroll premium to fund this leave. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

ARTICLE VIII - FACILITIES

The District shall seek to maintain, to the best of its financial and physical capabilities, necessary facilities, equipment and materials for the use of its employees to assure the best learning environment for the students of the District.

ARTICLE IX - ASSIGNMENT, TRANSFER AND VACANCIES

The District shall make every effort to assign teachers and notify them of their assignments prior to August 15. In the event that an assignment must be made after that date, the principal shall notify the teacher as soon as possible.

In the determination of assignments and transfers, the convenience and work of the employees shall be considered to the extent that these considerations do not conflict with the educational program. Grade, subject, school, and activity assignments shall be made based upon the needs of the District and the demonstrated skill, ability, and professional qualifications of the individual teacher to fulfill.

For employees who desire a transfer or reassignment, the following procedure shall be used.

1. The District shall fill vacancies and new positions with their present employees unless there are no present employees qualified, as defined previously above, for the position or who are seeking the position.
2. Vacancies shall be publicized by notice or email first to the staff at least one (1) week prior to filling, providing the administration has had one (1) week notice.
3. Any employee desiring a transfer in grade, subject, or activity assignment must submit a written request to the Superintendent in order to be eligible for consideration for such transfer to be effective the following year.

ARTICLE X – EVALUATION OF TEACHERS

SECTION 1 - PREAMBLE

An evaluation system for teachers has the following elements, goals, and objectives:

1. The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction.
2. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.
3. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and be evaluated on their own practice, skills, and knowledge.

4. An evaluation system should be grounded in trust and respect by all parties through the use of objective standards and by minimizing subjectivity.

The parties agree that the following 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 parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025: "To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance."

SECTION 2 - DEFINITIONS

1. Artifacts shall mean any products generated, developed, or used by a certificated teacher.
2. Criteria shall mean the eight (8) state defined categories to be scored.
3. Component shall mean the sub-section of each criterion.
4. Evaluator shall mean a certificated administrator who has been trained in observation and evaluation techniques, and in the use of the specific instructional framework and rubrics contained in this agreement.
5. Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric.
6. Evidence collection is a sampling of data to inform decisions about level of performance, should be gathered from the normal course of employment, and is not intended to mirror a Pro-Teach or National Boards portfolio. Input from parents or

anonymous sources shall not be used as evidence in an evaluation. Student input may be used as evidence in an evaluation.

7. Multiple Measures shall mean a maximum of two pieces of evidence. More than two pieces of evidence may be submitted at the discretion of the teacher.
8. Not Satisfactory shall mean:
 - a. Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.
 - b. Level 2: Basic – If the classroom teacher on a continuing contract with more than five years of teaching experience receives a summative score of two (2) two years in a row, or two years within a consecutive three-year period, the teacher is not considered to be performing at a satisfactory level.
9. Observe or "observation" means the gathering of evidence made through classroom or worksite visits for the purpose of examining evidence over time against the instructional or leadership framework rubrics.
10. Student Growth Data shall be selected by the teacher or evaluator and shall mean the change in student achievement between two points in time within the current school year. Assessments used to demonstrate such growth shall primarily be classroom-based and shall be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures as determined in the initial goal setting meeting.
11. Classroom Teacher or Teacher shall mean any certificated staff member who provides academically focused instruction and grades for students, and whose duties are consistent with the state criteria for teachers and the district's framework and rubrics.

SECTION 3 – APPLICABILITY AND TRANSITION

This evaluation system only applies to classroom teachers, specifically those with assigned group(s) of students providing academically focused instruction and grades for those students, regardless of class size, and whose duties are consistent with the state criteria for teachers and the district's framework and rubrics.

Bargaining unit members who do not provide academically focused instruction and grades for students and whose duties are not consistent with the state criteria for teachers and the district's framework and rubrics, shall continue to be evaluated under the 2012-2013 evaluation system.

Either the teacher or assessor may request a change to the Comprehensive evaluation any time before December 15. Teachers who have scored a 3 or better in the previous year, and those who

have received ratings of Satisfactory for five consecutive years under the previous evaluation system, will participate in the Focused evaluation.

No non-probationary or non-provisional teacher shall be evaluated until his or her evaluator has received documented training in the new system with an emphasis on Inter-Rater Agreement.

SECTION 4 – GENERAL AGREEMENTS

A. Out of Content/Endorsed Areas

As per WAC 181-82-110 (1) (b), no teacher shall be “subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments”.

Teachers shall not be evaluated as a member of a team while teaching outside of their content or endorsed areas, except at the option of the teacher.

B. Transparency and Security

All aspects of the evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the teacher. Mechanical or electronic devices shall not be used to listen to or record the proceedings of any class without prior knowledge and consent by the teacher during a scheduled observation.

An evaluation system shall include steps taken by the District to insure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

C. Limitations

No hearsay or unsubstantiated complaints against an employee, or content from non-professional sources, shall be included in any documentation or evidence pertaining to an evaluation.

SECTION 5 – PROFESSIONAL DEVELOPMENT

The District shall provide ongoing professional improvement for all staff in an effort to sustain a school culture and instructional program that promotes student learning. If intervention is needed to improve student growth, the District will provide staff members with reasonable and necessary support.

Each year, the parties may meet, at the discretion of the teacher’s association, to discuss an evaluation-related professional development plan which takes into account compensation, timing, duration/quantity, content, control of time, etc. Such written plan shall be readied to share with the staff no later than August 30.

Prior to being evaluated under the new evaluation system, the District shall provide adequate professional development relevant to the framework and evaluation process. Each teacher shall receive professional development in order to understand the framework and the evaluation process.

All classroom teachers, both provisional and continuing, shall be expected to participate in District-provided evaluation training that occurs during the contracted workday or at other dates and times, and at rates agreed to by the District and the Association. Such training shall be designed to provide the staff with the skills necessary to participate in the new evaluation system.

SECTION 6 – STATE CRITERIA, FRAMEWORKS, AND SCORING METHODS

A. Evaluation Criteria

The following eight (8) criteria will be used to evaluate certificated classroom teachers:

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

B. Evaluation Framework

The parties have agreed to the adopted evidence-based instructional framework developed by Marzano and approved by OSPI. The complete instructional framework is included in Appendix D. Upon mutual agreement the parties may select a different instructional framework approved by OSPI.

C. Criterion Performance Scoring

Criterion scores, including instructional and student growth rubrics, must be determined by an analysis of evidence. When determining the final rating for each criterion, the following method will be used to determine how the individual components within each criterion will be calculated.

1. Each individual component will be assigned the following numeric values:

Table 1

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
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2. The final criterion score will be calculated according to Table 2.

Table 2

Number of Components	Final Criterion Score Will Equal
One (1) Component	The component score
Two (2) Components	The average of the two component scores
Three (3), five (5), or (7) Components	The median component score
Four (4) or six (6)	The average of the two median scores

3. When there is more than one (1) component per criterion, if a 4 (Distinguished) is scored, the overall criterion score cannot be lower than 2 (Basic).
4. When the final criterion score includes a fractional number (for example 2.3), all decimals below .5 will be rounded down, and all decimals .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 Score/Rating

For all classroom teachers on a Focused Evaluation, the final criterion score will be considered the final summative score.

All classroom teachers on a Comprehensive Evaluation shall receive a summative performance score for each of the eight (8) state evaluation criteria. The overall summative rating shall be determined by totaling the eight (8) criterion-level scores as follows in Table 3.

Table 3

Summative Score	Summative Rating
8-14 points	Unsatisfactory
15-21 points	Basic
22-28 points	Proficient
29-32 points	Distinguished

E. Student Growth Score/Rating

For all classroom teachers on a Focused Evaluation, the final student growth score/rating does not apply.

For all classroom teachers on a Comprehensive Evaluation, 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. The evaluator shall add up the raw scores on these components, as defined previously in Table 2, and the employee shall be given a score of low, average or high based on the following scoring bands in Table 4:

Table 4

Student Growth Score	Student Growth Rating
5-12 points	Low
13-17 points	Average
18-20 points	High

Student growth data shall be derived from multiple sources and must be appropriate and relevant to the teacher and subject matter. It shall include teacher initiated, formal and informal assessments of student progress. With the exception of formative assessments, student achievement data that is not calibrated to show growth between two points in time during the current school year shall not be used to calculate a teacher's student growth criterion score.

F. Outcomes

If a classroom teacher that is a continuing contract employee with more than five years of teaching experience receives a Level 2 (Basic) rating for two consecutive years or two years within a consecutive three-year time period, then his or her performance shall be judged "unsatisfactory".

If a teacher receives an overall summative score of 4 (Distinguished) and a Low student growth score as shown above, s/he must automatically be moved to the Proficient (3) level for the summative score.

A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating (WAC 392-191A-080).

The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth rating will be reviewed by the evaluator's supervisor.

Certificated classroom teachers with preliminary rating of distinguished with low student growth rating will receive an overall proficient rating.

SECTION 7 – PROVISIONAL TEACHERS

"Provisional Teachers" are those who are within their first three years of employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.

New employees (Provisional Teachers) shall be observed at least once (1) for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment period.

All Provisional Teachers in the third year of provisional status shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than (90) ninety minutes.

All Provisional Teachers who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) by the end of their second year of employment in the District shall be removed from provisional status by the Superintendent.

All Provisional Teachers are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.

SECTION 8 – EVALUATION/OBSERVATION PROCEDURES

Each teacher shall be observed annually by their Principal prior to May 1. The teacher is to be given a copy of the completed final summative evaluation on or before May 10 and the evaluator shall meet with the employee for the final summative evaluation conference on or before May 15.

In the event that circumstances prevent the principal from performing an observation or an evaluation, his or her designee may do so with approval of the Superintendent. The principal or designee is referred to herein as the “evaluator.”

A. Orientation Meeting

By September 15, or within fifteen (15) school days in the case of a late-filled teaching position, an administrator shall hold a general certificated staff meeting, or individual teacher conferences, to review evaluative criteria, distribute evaluation forms and review procedures including:

1. Each staff member’s position or assignment and/or special administrative expectations.
2. The process the administrator shall follow in evaluating the classroom teacher.
3. Whether he or she will be evaluated using a Comprehensive, Focused, or 2012-2013 evaluation.

B. Self-Assessment

By September 15, each teacher shall reflect on his/her practice and complete the *Framework for Teaching Self-Assessment* document (Form A) or submit the self-assessment in eVAL. This is a personal reflection of practice, and the teacher has the option of sharing or not sharing the results with the administration. The self-assessment shall serve as a tool for the goal setting conference.

C. Goal Setting Conference

By October 1, each teacher, based on their completed self-assessment and district initiatives, shall create both a professional growth goal and a student growth goal for the year and shall complete the *Goal Setting Conference* document (Form B) and send the goals to their Principal prior to the goal setting conference. The student growth goal will be from components SG 3.1, SG 6.1, and SG 8.1.

Within three (3) days of receiving the teacher's goals, the Principal will review the document and schedule a collaboration meeting.

At that meeting the teacher and principal will, using Goal Setting Document (Form B), collaborate to agree upon a final professional growth goal and a final student growth goal. If the teacher is on a focused evaluation, the principal and teacher will collaborate together to determine which criterion the teacher will be evaluated on for the year.

All goal setting conferences between the Teacher and Principal will be completed by October 15 unless mutually extended.

D. Comprehensive Evaluations

All classroom teachers shall receive a comprehensive evaluation at least once every six (6) years. A comprehensive evaluation assesses all eight (8) evaluation criteria, and all criteria contribute to the comprehensive summative evaluation performance rating.

The following classroom teachers shall receive an annual comprehensive evaluation: Provisional Teachers and any classroom teacher who received a comprehensive evaluation performance rating of level 1 or level 2 in the previous school year.

E. Focused Evaluations

The focused evaluation is meant for proficient and distinguished educators and its purpose is to support professional growth.

In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (level 3) or above in the previous school year, have the option to complete a Focused Evaluation.

A Focused Evaluation includes an assessment of one (1) of the eight (8) criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria.

At the Goal Setting Conference, teachers on Focused Evaluations shall have the option of selecting which one of the eight (8) criteria will be assessed, plus the professional growth activities linked to that criterion. However, the selected criterion must be approved by the teacher's evaluator and the evaluator shall suggest modifications (some of which may have

been identified in a previous comprehensive summative evaluation as benefiting from additional attention) so as to produce a jointly agreed upon document. The evaluator may also select an additional criterion.

The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 are selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.

Unlike the Comprehensive Evaluation, the Focused Evaluation has no student growth impact rating. A score of one (1) on any of the student growth components for the Focused Evaluation only triggers a "Student Growth Inquiry Plan" as there is no separate student growth impact rating for Focused Evaluation.

If the evaluation of the certificated classroom teacher includes an assessment of a criterion that requires observation the following shall apply: School districts must observe all classroom teachers for the purposes of focused evaluation at least twice (2) each school year in the performance of their assigned duties. School districts must observe all employees who are subject to a focused evaluation for a period of no less than sixty minutes (60) during each school year. Therefore, if the selected criterion for the focused evaluation has been determined to be non-observable, a classroom-based observation will not be required.

A group of teachers may focus on the same evaluation criterion and share professional growth activities. Teachers shall also have the option of being evaluated as a member of a team or as an individual with administrative approval.

The summative score shall be the employee's most recent Comprehensive summative score, unless the teacher is rated as Distinguished on the Focused Evaluation. In such cases, the summative score shall be Distinguished

A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or principal, or at the direction of the teacher's or principal's evaluator (RCW 28A.405.100). The request of the teacher must be received in writing prior to the start of the school year. The direction of the evaluator must be communicated during the prior year's final evaluation conference based on concerns related to one of the other evaluative criteria. That concern and that direction shall be shared with the teacher in writing at that time.

F. Informal Observations

Informal observations of less than thirty (30) minutes in duration, or a series of observations (two or more observations occurring within any ten (10) working days) may be utilized by the evaluator at his/her discretion provided the observation is of sufficient length to allow the evaluator to adequately assess the situation being observed. If there is an area of concern noted in any such record, written documentation of the observation must be provided to the teacher within three (3) days for that evidence to be used in the evaluation process.

Evidence used in evaluations may come from sites other than the classroom.

Information or data gathered during informal/drop-in/walkthrough visits to a teacher's classroom by his or her evaluator may be used as part of the evaluation. During such visits, evidence gathering may be collected for the purpose of help and guidance.

Any time after an informal observation has been conducted a teacher may request a post-observation conference to discuss that observation.

G. Formal Observations

All teachers shall be observed at least twice (2) in the performance of their assigned duties. Total observation time for each teacher for each school year shall not be less than sixty (60) minutes.

Prior to each formal observation, the teacher and the evaluator shall mutually agree to the date, time and location for said observation. Formal observations will take place when the teacher is providing instruction to students.

Except in cases of emergencies or unforeseeable circumstances, formal observations shall not be scheduled less than six (6) weeks apart, except at the request of the teacher, in order to allow for evidence gathering, guidance, and growth student growth.

An evaluator's observation report shall primarily focus on the observation of activities discussed by the teacher and evaluator during the pre-observation conference. However, all aspects of the observation may be discussed in a post-observation conference. Teachers shall have the opportunity to provide unobserved evidence of having met certain criteria and goals.

No formal observations shall occur during the day before or after Thanksgiving vacation, Christmas vacation, Winter break, or Spring break. Nor shall observations be conducted on early release days, late start days, days when a preponderance of students are absent. Formal observations may occur on any day if mutually agreed upon by the teacher and evaluator.

Classroom teachers shall be observed for the purposes of evaluation using the steps listed below.

1. **Pre-Observation** - For formal observations, the teacher shall complete the *Pre-observation Lesson Plan* document (Form C). The teacher will send the *Pre-observation Lesson Plan* document (Form C) to the evaluator prior to the scheduled pre-observation conference. The evaluator will read the lesson plan in advance of the scheduled pre-observation conference.

The teacher and evaluator will meet and discuss the lesson plan and identify (1) specific areas of focus, (2) establish a date for the formal observation, and (3) discuss professional activities to be observed, including, but not limited to the lesson content, lesson objectives, teaching strategies, evidence to be collected that will meet the

scoring criteria, and how the lesson fulfills the teacher's professional growth goals and student growth goals as agreed upon in the goal setting conference earlier in the year.

2. **Observation** - The evaluator shall conduct the formal observation within three (3) working days of the pre-observation conference. The evaluator will record the evidence in the *Formal Observation Evidence Gathering* document (Form D).

Following each observation, or series of observations, the principal or his/her designee must promptly document the results of the observation in writing, and must provide the employee with a copy thereof within three (3) working days after such report is prepared.

3. **Post-Observation** – The teacher shall conduct a self-assessment of the lesson by (1) reviewing the evaluator's evidence on *Formal Observation Evidence Gathering* document (Form D) making any comments and noting any possible corrections as necessary, (2) answering the questions on the *Post-Observation* document (Form E), and (3) adding any additional evidence as necessary.

The teacher will then share these documents with the evaluator by sending them back within three (3) school days. The evaluator shall study the teacher's self-assessment of the lesson.

The teacher and evaluator shall meet for the confidential post-observation conference within three (3) working days. The purpose of each such conference will be to provide additional evidence by either the evaluator or certificated classroom teacher and review *Formal Observation Evidence-Gathering* (Form D) and *Post Observation* (Form E) to aid in the assessment of the certificated classroom teacher's professional performance against the instructional framework rubrics.

The teacher and evaluator will collaborate and identify "Areas of Strength and Growth" of the teacher's practice, and these shall be added to the *Formal Observation Evidence-Gathering* (Form D) document.

In the event that the evaluator and teacher cannot reach agreement on the "Areas of Strength and Growth," the teacher may provide additional evidence of the teaching experience and request to be reassessed.

If an agreement still cannot be reached, the evaluator's assessment will be recorded, and the teacher may submit a written response to be attached to the evaluator's assessment and observation document(s). In addition, a teacher may also request an additional observation if dissatisfied with the original result.

If either the teacher or administrator is unavailable to meet within the three (3) day period, the conference shall be re-scheduled within three (3) school days of such cancellation.

H. Mid-Year Conference and Assessment

No later than January 30, teachers will meet with their evaluator to discuss the progress of the teacher's professional and or student growth goals and assesses the teacher's progress toward their summative evaluation.

The purpose of this meeting is to identify, in consultation, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher needs to improve his/her performance. The teacher and evaluator will also review the evidence and artifacts collected thus far and identify areas where more evidence is needed.

I. Summative Conference and Assessment

1. No later than May 15, the teacher and evaluator shall meet to discuss the progress of the teacher's goals and to identify, in consultation... particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher, needs to improve his/her performance (WAC 392-191A-050 (2)).
2. Prior to the Summative Conference, the teacher shall use the evidence they accumulated throughout the year, to conduct a self-assessment of his/her performance, during the evaluation cycle, using the *Summative Evaluation of Practice* document (Form F). This document shall be used in the discussion with the evaluator and may be submitted as part of the evaluation cycle as evidence.
3. Prior to Summative Conference, the evaluator will also fill out *Summative Evaluation of Practice* document (Form F) as part of the teacher's final summative assessment for the year.
4. The evaluator shall use the scoring methods for all Criteria Scores, Final Summative Score/Rating, and Student Growth Score/Rating as outlined in "Section 6 – State Criteria, Framework, and Scoring" of this document.
5. During the Summative Conference, all relevant evidence accumulated by the teacher and evaluator will be reviewed, including, formal observation/evaluations, informal observations, artifacts, student growth data, ancillary evidence, etc.
6. Employees shall have transparent access to all such District data available.
7. Student growth data shall only be used in the teacher's evaluation process if such data is relevant to the teacher and the subject matter. "Student growth" means the change in student achievement between two points in time, during the current school year.

8. Multiple measures of student growth must be used in the evaluation process and such measures may include classroom-based, school-based, District-based, and state-based tools.
9. Multiple measures and evidence, to demonstrate student growth as selected by the teacher, may include, but are not limited to the following:
 - a. Artifacts such as, but not limited to, lesson plans, IEPs, portfolios, , student journals/notebooks, newsletters, videos of practice, learning objectives, learning targets, emails, perception surveys, exit tasks, phone logs, PLC notes, data analysis, discipline referrals, posted routines, posted rules and goals, case studies of student progress, analysis of student work over time, classroom observation of evidence of student learning.

Teachers shall not be required to create artifacts solely to meet the requirements of the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

- b. Impacts on Learning such as, but not limited to, student work samples and learning goals; district, school, and classroom assessment of students; student portfolios, formative and summative student growth data, student projects, data walls, etc.
10. Teachers may, but shall not be required to, submit artifacts and evidence for completion of their evaluation cycle. Teachers shall not be required or expected to produce all student growth data available or all teacher performance evidence available.
11. Multiple measures may also be used as evidence to assess a teacher's professional performance against the non-student growth criteria in the instructional frameworks.
 - a. Professional Contributions such as, but not limited to, setting professional goals, curriculum development, leading professional activities, participating in professional development, participating in PLCs, use of exemplars, family engagement, parent communications, peer assistance and review, mentoring and support to others, coaching, leadership roles, etc.

Communications with parents may include, but are not limited to, phone calls, emails, grade reports, progress reports, conferences, etc.

12. During the Summative Conference, the teacher and evaluator will collaborate and discuss all aspects of the summative assessment, ideally reaching an agreement on a summative score/rating and a final student growth score/rating.
13. If an agreement cannot be reached on the teacher's summative assessment, the evaluator's assessment shall be recorded.

14. The teacher will sign two (2) copies of the *Summative Evaluation of Practice* document (Form F). The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents, only that he or she has read it.
15. The teacher may attach any written comments to observations and to the summative evaluation report as well. Teachers shall have the right to attach additional comments or a rebuttal to the Summative Evaluation of Practice (Form F) at any time.

SECTION 9 – RESULTS AND RECORD KEEPING

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. WAC 392-191-045
5. Beginning in 2015-2016, as one of the multiple factors in Human Resources and personnel decisions, only as defined elsewhere in this Agreement (RCW 28A.405.100).

B. Evaluation results shall not be:

1. Shared or published with any teacher-identifying information.
2. Shared or published without prior notification to the individual and Association.
3. Used to determine any type of base or additional compensation.
4. Evaluators shall not consider school-wide or District-wide, Summative Performance Ratings when evaluating individual teachers (i.e. nothing prohibits an evaluator from evaluating all teachers as Distinguished within a school).

C. eVAL Recordkeeping

The District shall adhere to the following:

1. Teachers shall have access to their eVAL account in current, and subsequent, year(s).
2. Evaluators shall notify the teacher of any additional evidence submitted about them to eVAL within forty-eight (48) school hours of submission.

3. Teachers shall not be required to share self-assessment information utilized within the eVAL system.
4. Teachers shall not be required to use the eVAL tool if an acceptable alternative is available.
5. Any and all data entered into eVAL shall be considered confidential, and not subject to public disclosure.

D. Evaluation Documents and Personnel File

The teacher shall sign two (2) copies of the summative evaluation and any attachments just to indicate that he or she has read the report, has had an opportunity to discuss the report with the evaluator, and has received a copy. The teacher shall be given a copy of the completed summative evaluation.

The district copy of the summative evaluation, along with any attachments submitted by the teacher, shall be placed in the teacher's personnel file by June 30. All other evaluation documents shall, at the request of the teacher, be either returned to him or her or destroyed.

SECTION 10 – TEACHER PERFORMANCE INTERVENTIONS

A. Early Interventions

The teacher and evaluator shall meet either prior to the end of the school year in which the "Basic" or "Unsatisfactory" rating was received, or at the beginning of the following school year, by October 1, to mutually determine the kind of additional support that would best serve the teacher.

All teachers receiving an annual summative performance rating below level (3) Proficient, shall be given additional support by the District. Such support may include, but not be limited to, class size limits, paid in-service training, release time to observe colleagues, option to transfer, outside evaluator, assignment of a coach/mentor; additional, focused professional development resources, professional growth opportunities, and guided growth plans. Support will be determined by the Principal.

B. Provisional Teachers

Before non-renewing a provisional teacher, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies.

Written notice to the Association and teacher regarding the teacher's progress will be given prior to March 1.

C. Student Growth Inquiry

At any time during the evaluation cycle, within two (2) months of receiving the low (5-12) student growth score or at the beginning of the following school year (by October 1), one or more of the following must be initiated by the evaluator (WAC 392-191A-100), the teacher will select one of the following activities in which to engage. The evaluator may also select an additional activity.

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

C. Program for Improvement

At any time after October 15, a certificated classroom teacher whose work is not judged satisfactory based on district evaluation criteria on the *Summative Evaluation of Practice* document (Form F) will be given a written notice of deficiency that lists specific areas of deficiencies and provides a reasonable program for improvement.

For certificated classroom teachers who have been transitioned to the revised evaluation system, the following summative performance ratings mean that his/her work is not judged satisfactory:

1. Level 1: (Unsatisfactory) – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.
2. Level 2: (Basic) - if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the Level 2 rating has been received for two consecutive years or for two years with in a consecutive three-year time period.

D. Probation (Non-Provisional)

Teachers may be put on probation after not meeting the requirements of a program of improvement.

No teacher shall be placed on probation if he or she has been evaluated by an evaluator who has not received training in the new (ESSB 5895) evaluation system.

Teachers shall have the right to Association representation at all probationary conferences.

The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements in discrete areas according to the criteria included in the evaluation instrument (WAC 392-191-045(3)).

A probationary period of sixty (60) school days shall be established. Additional days may be added if deemed necessary to complete a program of improvement and to evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year.

The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of Level 2 (Basic) or less.

Performance standards shall not be greater for probationary employees than other teaching staff.

The Superintendent shall place on probation any employee whose performance has been judged unsatisfactory based on the evaluation criteria, no later than February 1 of any school year.

Before placing a teacher on probation, the following shall occur:

1. The evaluator shall meet with the employee in an attempt to resolve matters relating to the program of improvement, before probation is recommended. This conference shall be held no later than January 20. The employee shall have the opportunity to have an Association representative in attendance at the conference.
2. If an employee is being considered for probation, the recommendation to the Superintendent for probation must be made on or before January 30. The evaluator must make a written recommendation of same to the Superintendent. A copy of the recommendation for probation must be sent to the employee. The evaluator's recommendation for probation shall include the following:
 - a. A definition of the problem in terms of deficiencies in specific areas based upon the evaluative criteria.
 - b. Expectations delineating levels of performance that would constitute acceptable performance in the problem areas defined. Once the areas of deficiency and the criteria for improvement have been determined, they shall not be changed.

- c. A specific and reasonable plan of improvement that spells out a course of action and time expectations for the employee involved to reach an acceptable level of performance in specific areas in which the employee may need improvement, according to the criteria included on the evaluation instrument.
 - d. A specific prescription for assistance that spells out courses of action whereby the employee shall be assisted, counseled, and tutored to improve the level of performance to a proficient level. Such prescription shall include a system for periodic feedback twice (2) monthly during the probationary period, supports provided and funded by the District, and the dates those supports will be in place.
 - e. At the request of the probationary employee, release time shall be granted in order to comply with requirements of the plan of improvement that are beyond the usual and customary requirements of the job.
- 3. The Superintendent, or his/her designee, shall review the evaluator's recommendation for probation. If the Superintendent or his/her designee determines that there is an alternative to probation, he/she may continue to work with the parties involved.
 - 4. If it is determined by the Superintendent that probation is warranted, then the Superintendent shall notify the employee in writing and such notice shall include all provisions of Step 2 above. At this time the evaluator shall meet with the employee and, at his or her request, a representative of the Association, to go over the plan of improvement, both for understanding and to collaborate in making any changes that the parties might deem prudent.
 - 5. During the probationary period, the evaluator shall meet with the staff member at least twice monthly to supervise and provide a written evaluation of the staff member's performance.
 - 6. The probationer may request, and the evaluator may authorize one (1) additional certificated administrator to evaluate the probationer. This administrator may be another certified administrator from within the District or from outside the District. If such request is not granted, at the request of the probationary employee an educational service district (ESD) evaluator shall be assigned by the ESD to evaluate him or her.

The ESD evaluator will do an evaluation independent of the original evaluator but using the plan of improvement mutually agreed to by the District and the Association as a basis for the evaluations.

The ESD evaluator will evaluate the employee based on observation of classroom performance and student growth data, professional contributions, and impacts on learning presented by the employee.

During this time the employee will not be transferred from the supervision of the original evaluator but his or her summative evaluation will be based primarily on the findings and conclusions presented to the original evaluator by the ESD evaluator.

7. The probationer must be removed from probation if he/she has demonstrated improvement to the satisfaction of the original evaluator in the area(s) specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her plan of improvement.

A teacher who is on a plan of improvement must be removed from probation if s/he has demonstrated improvement in the areas described as deficient. The teacher must also be removed if he or she has five (5) or fewer years of experience and scores a 2 (Basic) or above, or if he or she is a teacher of more than five (5) years experience and scores a 3 (Proficient) or above.

8. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause for non-renewal of contract or discharge.
9. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee, nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of that teacher's contract year. If such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of his or her contract term.

SECTION 11 – NON-RENEWAL, ADVERSE ACTION, AND DISCHARGE

In the event that there is determined to be probable cause to non-renew, adversely affect, or discharge a teacher, the Association and teacher shall receive written notice and the District will follow the procedures specified in RCW 28A.400 et. seq.

Beginning with the 2015-16 school year, evaluation results for certificated classroom teachers and principals must be used as one of multiple factors in making human resource and personnel decisions. Human resource decisions include, but are not limited to: Staff assignment, including the consideration of an agreement to an assignment by an appropriate teacher, principal, and superintendent; and reduction in force. Nothing in this section limits the ability to collectively bargain how the multiple factors shall be used in making human resource or personnel decisions, with the exception that evaluation results must be a factor.

SECTION 12 – LEGISLATIVE IMPACTS

This Article of the Agreement shall be reopened at the request of either party for the purpose of negotiating legislative impacts on the Collective Bargaining Agreement.

ARTICLE XI - WORK YEAR

SECTION 1 – GENERAL PROVISIONS

The school year will consist of 180 student contact days and any other bargained Professional Learning days. For the purposes of calculating per diem, the daily rate shall be 1/180th of the employee's base salary.

SECTION 2 – PROFESSIONAL/SERVICE DAYS

Each full-time employee shall work three (3) additional Professional Learning Days at the direction of the District providing there is state funding. Such days shall be planned in accordance with Article 5, Section 2, Staff Development

The following activities are voluntary when they occur outside of the contracted workday and/ or work year. Employees electing to perform these duties will be paid at the per diem or curriculum rate as specified below via timesheets:

1. Required conferences with parents beyond those referenced in the Master Contract at per diem
2. Tutoring outside the workday or year at per diem
3. Attending District directed/expected workshops, in-services, and classes outside of the workday/ year, not including Professional Learning Days which are described above and are required (optional trainings that the district agrees to pay the fee are excluded), up to one day of per diem pay per day of training
4. Supervising programs such as concerts, science fair, athletic events outside of the normal workday/year at curriculum rate
5. Extended School Year at per diem

These exclude responsibilities that are in accordance with stipend positions

Curriculum rate will be based off Step 0, BA 0 hourly based on 180 days and a 7.5-hour work day.

In the event the District's maintenance and operations levy does not pass, the provisions of Section 2 above shall be null and void until such a time in which the Wishkah Valley School District can pass a maintenance and operations levy.

Special Education teachers shall receive an additional five (5) days at the appropriate per diem rate

to be paid by timesheet. These days shall be scheduled in collaboration with the Special Education Director. Additional days may be scheduled with permission of the building superintendent or designee.

Counselors shall receive at least five (5) additional days to be worked before or after the school year.

CTE teachers shall receive one (1) days of release time per year to develop and maintain CTE frameworks. These days will be scheduled in coordination with the CTE director, teachers, and principal.

SECTION 3 - CALENDAR

Pursuant with Policy 2220 and 2220P WVEA will have representation on the calendar committee.

In the event that it is necessary to add inclement weather makeup days to the calendar, the superintendent will consult or confer with representatives from each association. The superintendent will then submit a plan to the Board of Directors for approval.

In order to allow for travel and preparation for holidays, students and staff will have early dismissal the last working day before Thanksgiving and Christmas vacations.

ARTICLE XII - REDUCTION IN FORCE

SECTION 1 – BOARD DETERMINATION

Upon determination by the Board that a reduction in force is required because of financial loss due to reduction, in federal, state or local funds, declining student enrollment, or financial emergency, the District shall follow the procedure set forth below. The Association will be notified in writing of an impending staff layoff before final determination is made.

SECTION 2 – INSTRUCTIONAL PROGRAM DETERMINATION

The Board shall determine each program to be retained for the ensuing school year and develop a seniority list designating all certificated employees who qualify for retention in the instructional program for the ensuing school year. Seniority shall be based upon total teaching experience in Washington State.

Retention of certificated employees shall be based upon:

1. Current teaching assignment
2. Academic qualifications and/or endorsements

3. The needs of the district.

SECTION 3 – DETERMINATION OF VACANT POSITIONS

The District shall determine as accurately as possible, the total number of certificated staff known as of March 15th, leaving the District for reasons of retirement, family transfer, normal resignation, leaves, discharges, or non-renewal, etc., and these vacancies shall be taken into consideration in determining the number of available certificated positions for the following year.

Part A. Certification: Possession of any valid Washington State Certificate and endorsements when applicable, which may be required for the position(s) under consideration shall be a prerequisite for retention.

Part B. Employment Categories: The following categories and specialties are established to ensure the qualification of personnel assigned to retained positions:

1. Elementary employees will be considered for retention in one category (K-6). (Elementary employees shall include classroom teachers, elementary librarians, and elementary music.)
2. Secondary employees (7-12) will be considered for retention by teaching specialties such as science, math, secondary music, secondary librarian, social studies, language arts, art, Career and technical Education (CTE) driver education, physical education and health, individual languages, i.e., French, Spanish, German. The Board of Directors of Wishkah Valley School District may further categorize CTE by program specialty such as technology education (industrial arts), family and consumer science, business education, technology (computer science and applications), diversified occupations, and agricultural science.
3. Other certificated employees will be considered for retention according to their specialties.
4. Certificated employees holding positions within programs which are funded with categorical monies shall be retained according to federal and state requirements for said position(s).

SECTION 4 – RETENTION BY EMPLOYMENT CATEGORY

Certificated employees shall be considered for retention according to their current assignment, certification, endorsement(s), and/or experience.

Employees, who, by part-time (four (4) hours per day or less) assignments, have accumulated the equivalent of one (1) year, or major fraction thereof, experience in an additional category, satisfy the requirements of this paragraph with respect to such additional category.

On or before April 1st in the year of a RIF, the District shall tender a seniority list to the Association and each employee which show the rank order of existing employees according to seniority. This list shall show existing employment categories within the District and a listing as to which categories the existing staff members would qualify according to the criteria as shown in Article XII, Section 3(B).

The following provisions will apply in the development of the seniority list:

1. Credits applicable for placement on the salary schedule must be earned prior to September 1 of the current school year and be documented by official transcripts or grade slips. It will be the responsibility of the individual employee to furnish the District with such documentation on or before November 1.
2. Part-time employees will have, for retention purposes only, seniority as established by the above section. Part-time employees will not be eligible for contract conditions other than those held at the time of retention determination.
3. Each employee will be considered for retention in the employment category or categories for which qualified by either experience or training.

SECTION 5 - APPEALS

When an employee believes that s/he should be included in additional categories, or that another employee has been wrongfully included in a category, or that an employee has not been credited with the proper amount of seniority, the employee must notify the Superintendent in writing within five (5) working days from date upon which the Association was tendered the seniority list. Such written notification must allege the facts which make the employee's seniority or category ranking incorrect according to the criteria contained in Section 4, Provision 1, 2, and 3. Failure to make such timely notification shall waive an employee's right to later challenge the inappropriateness of the employee's seniority ranking and categorical placement.

An employee may file with the Superintendent a written appeal to request consideration or modification of retention categories or specialties for which s/he may qualify. The employee must include in the appeal a full statement as to the facts on which s/he contends the reconsideration or modification should be based. The Superintendent shall meet with the individual within five (5) working days and give written response within ten (10) working days from the appeal.

In the event that the appeal to the Superintendent is not resolved, an employee, within ten (10) working days after the Superintendent's response, may submit the written appeal to the Board of Directors. At the next regular Board Meeting, the Board shall act on any appeal(s) and render a decision within five (5) working days after the meeting.

SECTION 6 – SENIORITY DEFINED

Seniority shall be based on total number of years the employee has taught in Washington State. In order to determine the number of years, the District and the Association agree that years' credit,

as per the Washington State Teacher's Retirement System, shall control. Seniority includes Washington State teaching service prior to resignation or leave and excludes substitute service.

SECTION 7 – SELECTION WITHIN EMPLOYMENT CATEGORIES

Certificated employees shall qualify for retention in available positions within the categories for which they qualify. In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employees shall be retained.

1. Total seniority as defined in Section 6 as a certificated employee shall be the basis for each category and specialty.
2. Within each such category or specialty, the employee(s) having the greater seniority, as defined in Section 6, shall be retained.
3. In the event the tie still exists, the employee(s) having the greatest seniority in the Wishkah Valley School District shall be retained.
 - a. If the tie still exists, the employee(s) having the highest number of college or university credits beyond the B.A. degree, as recorded in the personnel office as of October 1 of the current school year, shall be retained.
 - b. In the event the tie still exists, a final selection shall be made by lot by a disinterested third party.
4. In case the District must locate an employee with unique qualifications for retention or recall, the District may retain or recall said employee provided that no employee with more seniority qualifies for said position.
5. The District shall not partially lay off an employee. Employees will not be offered recall to less than full-time employment until all more senior employees in the appropriate employment category have been employed on a full-time basis. An employee shall have the right to refuse recall to a part-time position without losing recall rights.
6. The list of proposed retention and layoff shall be posted in the faculty room and a copy shall be delivered to the Association by April 20 of the year that this procedure is being implemented.

SECTION 8 - EMPLOYMENT POOL

All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re-employment for a period of up to two (2) years. Employment pool personnel shall be given the opportunity to fill open positions within the categories or specialties for which they are qualified.

If more than one such employee is qualified for an open position, the criteria in Section 7 shall be applied. In case of recall, the most senior shall be hired first, within the individual employment categories and specialties.

It shall be the responsibility of each certificated employee placed in the employment pool to notify the Superintendent or his designee in writing by May 1 if such employee wishes to remain in the employment pool. If such notification is not received, the name of any such certificated employee shall be dropped from the employment pool.

When a vacancy occurs for which a person(s) in the employment pool qualifies, notification from the District to such individuals shall be by certified mail or by personal delivery. Such individual shall have seven (7) calendar days from receipt of the letter to accept the position. If an individual fails to accept more than one such position offered, such individual shall be dropped from the employment pool.

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 positions that may exist without jeopardizing his/her recall status for any full-time position which may become available.

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 position unless such a position is declined by all teachers (full- and part-time) with greater seniority.

When a certificated employee is recalled, s/he shall be granted the years of experience, days of accumulated sick leave and seniority which s/he had at the time of reduction. In addition, if, during the period of reduction, a laid-off certificated employee increased his/her educational training, then upon recall, s/he shall have the additional training credited to him/her and such additional training shall be used to calculate his/her position on the salary schedule.

While in the employment pool, a certificated employee may, at his/her option, be continued in any insurance program(s) of the District, provided s/he reimburses the cost of the program to the District in advance by the first of each month.

Certificated employees whose names are in the employment pool shall be given, upon request, preferred consideration in the District's day-to-day employment of substitutes.

ARTICLE XIII - COMPLAINTS / DUE PROCESS / JUST CAUSE

Any complaint made against an employee will be promptly called to the employee's attention. Failure to promptly inform an employee of said complaint will forfeit the District's implementation of any disciplinary action.

SECTION 1 – PROCECURES FOR HANDLING COMPLAINTS

The District and Association believe it is a fundamental right of citizens to express concerns regarding the educational programs or activities of the District. Complaints concerning programs or personnel of the District will be dealt with expeditiously with regard to the due process rights of citizens, students and staff. Confidentiality will be maintained at all times.

When a verbal or written complains is made concerning an association member, the following procedure will be followed:

1. The individual making the complaint should first discuss the concern with the staff member and give him or her opportunity to resolve the issue. An exception to this procedure would be in the case of sexual misconduct/harassment. Either party involved may ask the building principal and/or Association representative to be present during the meeting. The Principal may bring a parental concern to the staff member. Staff members are encouraged to call the parent first if appropriate.
2. Should the matter not be resolved, the building principal shall attempt to resolve the issue through a conference with the parties involved within five (5) business days.
3. Should the matter not be resolved at the building level, the individual shall meet with the Superintendent and the staff member and his or her Association representative within five (5) business days. If the complainant refuses to attend this meeting, the matter shall be considered closed. If the matter is resolved at this point, a written summary of the successful resolution will be forwarded to all parties.
4. If the matter is not resolved, the complainant will be asked to write out the complaint within five (5) business days. The Superintendent shall then describe the problem and prescribe a solution within five (5) business days. The staff member shall acknowledge receipt of this solution in writing.

If any resolution involves an adverse effect on the contract status of the staff member, the Superintendent shall give written notice to the staff member of his or her rights to a hearing.

SECTION 2 – INVESTIGATION OF CHARGES

The Association will be notified if an investigation is to be conducted. Absent any extraordinary circumstances, investigations will be concluded within ten (10) business days. There will be full disclosure of all facts and charges to the employee and his or her Association representative.

If an allegation is proven false, all documents regarding the allegation shall be disposed of within thirty (30) calendar days.

SECTION 3 – EMPLOYEE RIGHT TO REPRESENTATION

The employee shall have the right to have a representative of the Association present during any disciplinary proceedings. This right shall be explained to the employee before any action is taken. When a request for Association representation is made, no action shall be taken until such representation is present.

SECTION 4 – DISCIPLINARY ACTION

Specific grounds for disciplinary action shall be reduced to writing and provided to the employee and the Association. No disciplinary notices more than five (5) years old shall be applied toward future disciplinary actions.

If an allegation is of an immoral or illegal nature, the District will make a good faith effort to inform the president of the WVEA in advance of discussions with the employee so that representation will be available before any proceedings begin.

SECTION 5 – JUST CAUSE

No employee shall be disciplined, reprimanded, or deprived of any professional advantage without just cause. Any disciplinary action taken against an employee shall be appropriate for said action. Disciplinary action shall not take the form of harassment, intimidation or otherwise unprofessional behavior.

ARTICLE XIV - INSURANCE BENEFITS

Beginning January 1, 2020, the following conditions shall apply:

School Employees Benefit Board (SEBB) Program:

Beginning January 1, 2020, the District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance program as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August.

SEBB will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receive benefits.

Benefits provided by the SEBB include:

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

- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

Eligibility:

All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave will be considered in an employment status for the provisions of this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State paid Family Medical Leave Program may continue to receive the employer contribution toward school employees benefits board (SEBB) insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

Benefit Termination/End:

Any employee eligible for SEBB who terminates employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where employees eligible for SEBB separate after completion of the employee's full contract obligation (i.e., the end of the employee work year as it aligns with the student school year in June) the District will for the purposes of SEBB report their resignation as August 31 and continue benefits as such.

ARTICLE XV - SCOPE OF AGREEMENT

SECTION 1 - SCOPE

The agreement expressed herein constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

This agreement shall supersede any rules, regulations, procedures, or practices of the district which are contrary to or inconsistent with its terms. The existing policies, rules, regulations, procedures, or practices of the District not in conflict with this agreement shall remain in force, subject to the statutory negotiations process.

SECTION 2 – CONTRACT COMPLIANCE

All individual employee contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this agreement. Any individual employee contract hereinafter

executed shall expressly provide that it is subject to the terms of this and subsequent agreements between the District and the Association. If any individual employee contract contains any language inconsistent with this agreement this agreement during its duration shall be controlling.

The District shall not solicit execution of any individual employee contract at such time or in such manner as shall constitute an unfair labor practice, as defined by the National Labor Relations Act and subsequent National Labor Relation Board ruling. Unfair Labor Practice determination shall not be subject to arbitration.

SECTION 3 – CONFORMITY TO LAW

If any provision of this agreement shall be found contrary to law, such provision shall have effect only to the extent permitted by law, but the remainder of the agreement shall remain in full force and effect for the duration of this agreement.

SECTION 4 – PRINTING AND DISTRIBUTION

Within a reasonable time following the ratification and signing of this agreement by the parties, the District shall print copies of this agreement for each certificated employee and the Association will accept the agreement on behalf of the employees and will be responsible for distribution of a copy to each certificated employee. Five additional copies shall be provided to the Association. All certificated individuals making employment application to the District shall be provided for their examination a copy of the agreement by the District upon request. The cost of printing shall be shared equally between the District and the Association.

SECTION 5 – SUB-CONTRACTING CLAUSE

Part A. All work customarily performed, currently being performed or to be performed by the District in its own facilities, with its own employees shall continue to be performed by the District and its employees; provided, however, that this section shall not apply to special education and traffic safety cooperative programs.

Part B. The District agrees that there shall be no sub-contracting for services of employees for the life of this agreement and all employees' assignments currently being performed or to be performed shall be performed by employees covered under this Agreement.

Part C. The District agrees that any job title or position not currently included in, or specifically excluded from the bargaining unit must be subject to negotiation between the Association and the District to determine whether such position or job title should be included in the bargaining unit or, if no agreement can be reached by the parties, the Association shall have the right to petition the Public Employee Relations Commission (PERC) for the unit clarification of the dispute.

Part D. The District agrees that no administrative duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiations and agreement with the Association.

Part E. The District agrees that any employee or group of employees in the bargaining unit whose job or group classification is changed during the duration of this agreement shall remain in the bargaining unit for the duration of this Agreement.

Part F. The District agrees not to seek and employ part-time employees for the purpose of reducing the number of regular full-time employees.

SECTION 6 – AGREEMENT ADMINISTRATION

In order to establish an orderly procedure for the review of matters covered by this Agreement and the general employee/employer relations, there is hereby established a formal and permanent joint Association/District Committee, consisting of up to four (4) Association representatives appointed by the Association and up to four (4) District representatives appointed by the District. This committee will be responsible for all matters appropriate for resolution between the Association and the District.

Meetings of the Association/District Committee will be scheduled as needed by the request of either party. At the discretion of either party, additional meetings shall be scheduled at a mutually agreeable time, but not later than three (3) working days from the date the request is made. Such requests will be made in writing and will contain the items of concern.

An Association representative shall serve and preside as chairperson of the first meeting; thereafter, the chairperson will rotate between the Association and the District.

ARTICLE XVI - GRIEVANCE PROCEDURE

SECTION 1 - DEFINITION

Grievances or complaints arising between the District and an individual employee, a group of employees or the Wishkah Valley Education Association with respect to the interpretation or application of terms and provision to the negotiated contract shall be resolved in compliance with this article.

SECTION 2 – GRIEVANCE STEPS

Informal Step

Most problems should be dealt with in an informal manner if possible. To that end, employees and representatives of the District are encouraged to attempt to solve differences at this informal level.

The employee shall first discuss the grievance with his/her immediate supervisor. If the employee wishes, s/he may be accompanied by an Association representative at such discussion. All grievances not brought to the attention of the immediate supervisor in accordance with the

preceding sentence within fifteen (15) business days of the occurrence of the grievance shall be invalid and subject to no further processing.

Step 1

Of the grievance is not resolved in accordance with the preceding paragraph, the employee shall produce, in writing, a statement of the grievance containing the following:

- A. The facts on which the grievance is based.
- B. A reference to the provisions in the agreement which have allegedly been violated; and
- C. The disposition sought.

The employee shall submit the written statement of grievances to his/her immediate supervisor for reconsideration within five (5) business days following the decision of the supervisor. The supervisor shall have five (5) business days from the date of receipt of the written grievance to respond. The supervisor's response shall be in writing. If an agreeable disposition is made, all parties to the grievance shall sign it.

Step 2

If settlement cannot be reached, and the employee believes the grievance to be valid, a written statement of grievance shall be submitted to the Superintendent within five (5) business days from the date the written response to the supervisor is received. The Superintendent shall respond within five (5) business days from the date of receipt to the written grievance. The Superintendent's response shall be in writing. If an agreeable disposition is made, all parties to the grievance shall sign it.

Step 3

If settlement cannot be reached, and the employee believes the grievance to be valid, the employee may request that the grievance be referred to the Board of Directors. Within five (5) business days of receipt of the Superintendent's written decision, notice of appeal shall be filed in writing with the chairman to the Board of Directors and a copy sent to the Superintendent. Within twenty (20) business days after receiving the notice of appeal, the Board of Directors shall meet with the employee for the purpose of resolving the grievance. The Board's decision of the grievance shall be rendered by the Board, in writing, within five (5) business days after the meeting.

Step 4

If no satisfactory solution is reached after the hearing with the Board of Directors, the Association may file a request of binding arbitration with the Superintendent. The request must be filed with the Superintendent within five (5) business days of the Board's written decision.

Within five (5) business days of the request for binding arbitration, a panel of arbitrators shall be requested from the American Arbitration Association (AAA). An arbitrator shall be selected from the panel and the arbitration shall be conducted under the voluntary rules of the AAA.

Neither the District nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not been disclosed to the other previously. The decision of the arbitrator shall be binding upon both parties. The cost of arbitration shall be split on a 50/50 basis between the District and the WVEA, except when the grievance is not supported by the WVEA. In such instance, the cost of arbitration shall be paid by the loser.

The arbitrator shall be limited to the consideration of only the facts to the grievance and cannot add, delete or alter any to the terms of this agreement.

Deviation from Procedure

By mutual agreement between the employee and the Superintendent, Step 1 of this procedure, or Step 2 of this procedure, or both Steps 1 and 2 of this procedure may be bypassed and the grievance initiated at the next step. Grievances involving the WVEA and grievances involving an administrator above the building principal may be initiated at Step 2 at the sole option of the employee.

SECTION 3 – POWERS OF THE ARBITRATOR

It shall be the function to the arbitrator, and s/he shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any to the terms of this Agreement. The arbitrator shall confine his/her inquiry and decision to the specific area to the Agreement as cited in the grievance form. Matters for which law provides another course of review shall be excluded or exempt from this grievance procedure.

The decision to the arbitrator will be submitted to the District and the Association and will be final and binding upon the parties.

SECTION 4 – 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.

SECTION 5 – TIME LIMITS

Time limits provided in this article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the District shall use its best efforts to process any grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the times herein provided shall result in the dismissal of the grievance. Failure of the Board or its representative to take the

required action within the times provided shall entitle the Association to proceed to the next step in the grievance procedure.

SECTION 6 – CONTINUITY OF GRIEVANCE

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

ARTICLE XVII - MANAGEMENT RIGHTS

All rights of the Board of Directors acting either directly or through its administrative employees, except as limited by the provisions of this contract, the management or operations of the District and the direction of employees are vested exclusively in the District. The District's rights include, but are not limited to the following:

- A. Hiring, assigning, promoting, supervising, adversely affecting, discharging, or non-renewing employees in accordance with requirements of the law.
- B. Determining educational needs, school curriculum, and the District's priorities consistent with provisions applicable to the law.
- C. Obligating District funds.
- D. Establishing the organization, number of positions and the positions required in the District.
- E. Directing the work of all employees
- F. Responding to emergencies of whatever nature.

ARTICLE XVIII - NO STRIKE, NO LOCKOUT CLAUSE

The District and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout. The District agrees it will not lock out any or all of its employees during the term of this agreement and the Association agrees that there will be no strikes during the term of this Agreement.

ARTICLE XIX - PLACEMENT ON SALARY SCHEDULE

SECTION 1 – PLACEMENT ON SALARY SCHEDULE

Credits earned by September 1 shall be considered for advancement on the salary schedule, provided written verification is supplied to the Business Manager by October 15.

- A. All employees shall be placed and shall advance on the annual salary schedule in accordance with their current years of experience and credits/ clock hours. Experience and credits will be determined by the S-275 guidelines as written in the 2019-2020 S-275 handbook or as updated by any RCWs or WACs adopted after the 2020-21 school year.
- B. Employees earning extra credits/clock hours which would cause them to advance to another column must furnish a transcript or grade report to the District by October 15th. Documentation provided after Sept. 15 will not be retroactively paid.
- C. Contracts are for one hundred eighty-(180) days. Additional contract days will be on a supplemental contract or time sheet.
- D. Extended contracts will be on a 1/180 per diem rate for each additional day worked.
- E. Full credit shall be given for military service if it interrupts teaching service in the District. Voluntary enlistment shall not be included.

The district shall flow through the state-funded stipend for National Board certification on the July pay warrant, or the month follow the receipt of state money.

SECTION 2 – OVER/UNDER PAYMENT

The following shall be the procedure for correcting an over/underpayment of an employee's contracted salary. If the employee recognizes the error, it is the employee's responsibility to immediately notify the Business Manager in writing. If the District recognizes the error, the Business Manager will immediately notify the employee in writing.

To correct the error, the Business Manager and the employee will meet to arrange a payroll adjustment schedule. The payroll adjustment must terminate by the last pay warrant of the year.

Errors in salaries based upon salary schedule misplacement shall be corrected retroactively to the first day of the District fiscal year in which the District had actual knowledge of the error. Claims for recoupment of overpayments based upon salary schedule misplacement shall be limited to this same period of time.

SIGNATURE PAGE


Wishkah Valley Education Association

By: 
Association Co-President

Date: 9/14/22

By: Rebecca Kilpatrick
Association Co-President

Wishkah Valley School District

By: 
Chairperson, Board of Directors

Date: 9/15/2022


Superintendent


School Director


School Director

Jan Whitely
School Director

School Director

APPENDIX A – SALARY SCHEDULE

Salary and Duration:

22/23 The salary schedule shall be increased by 6%

23/24 Increase 3.1% or IPD, whichever is higher

24/25 Increase 3.1% or IPD, whichever is higher

STEP	6% Increase for the 22-23 SY						
	BA+0	BA+15	BA+30	BA+45	MA/BA+90	I/A+45/BA-13	PH.D/MA+90
0	\$51,562.75	\$54,030.89	\$56,617.05	\$59,326.96	\$60,729.47	\$62,047.19	\$62,333.64
1	\$53,625.27	\$56,191.94	\$58,882.38	\$61,699.99	\$62,167.49	\$63,091.03	\$64,825.85
2	\$57,291.94	\$58,867.48	\$60,486.55	\$62,150.31	\$63,858.75	\$65,615.32	\$67,418.87
3	\$59,137.89	\$60,763.84	\$62,434.47	\$64,152.09	\$65,915.54	\$67,728.25	\$69,591.39
4	\$61,042.27	\$62,720.94	\$64,445.42	\$66,218.04	\$68,038.78	\$69,909.93	\$71,374.31
5	\$63,008.53	\$64,741.05	\$66,521.68	\$68,350.44	\$70,230.76	\$72,161.51	\$74,146.09
6	\$65,037.82	\$66,826.48	\$68,664.40	\$70,552.75	\$72,492.65	\$74,486.41	\$76,534.03
7	\$67,132.42	\$68,979.50	\$70,875.87	\$72,824.95	\$74,827.87	\$76,885.79	\$78,999.86
8	\$69,295.75	\$71,201.29	\$73,158.38	\$75,170.48	\$77,237.57	\$79,361.96	\$81,544.77
9	\$71,526.70	\$73,494.12	\$75,515.38	\$77,591.64	\$79,726.33	\$81,918.32	\$84,171.04
10		\$75,861.41	\$77,947.99	\$80,091.86	\$82,294.16	\$84,557.19	\$86,882.09
11			\$80,458.52	\$82,671.13	\$84,944.48	\$87,280.84	\$89,680.24
12				\$85,334.07	\$87,680.75	\$90,091.59	\$92,568.90
13					\$90,505.24	\$92,994.00	\$95,551.51
14					\$93,420.25	\$95,931.93	\$98,628.09
15					\$96,429.23	\$99,080.70	\$101,805.50
16					\$99,535.59	\$102,271.86	\$105,084.90

Appendix B – 2020-2021 Academic Calendar

Wishkah Valley School District 2022-2023 Academic Calendar - V3

August 2022					August					February 2023				
M	T	W	TH	F	29 - New Staff Orientation Day 30-31 - State Funded PD Days					M	T	W	TH	F
1	2	3	4	5	September					6	7	8	9	10
8	9	10	11	12	1 - State Funded PD Day					13	14	15	16	17
15	16	17	18	19	5 - Labor Day (No School)					20	21	22	23	24
22	23	24	25	26	6 - First Day for 1st-12th					27	28			
					12 - First Day for Kindergarten/TK									
					14 - Professional Development (12:30 Early Release)									
September 2022					October					March 2023				
M	T	W	TH	F	3 - Professional Day (12:30 Early Release) 25-27 - K-12 Conferences (11:33 Early Release)					M	T	W	TH	F
				2	28 - 11:33 Early Release								2	3
1	2	3	4	5	November					6	7	8	9	10
8	9	10	11	12	2 - Professional Day (12:30 Early Release)					13	14	15	16	17
15	16	17	18	19	11 - Veterans Day (No School)					20	21	22	23	24
19	20	21	22	23	23 - Thanksgiving Break (11:33 Early Release)					27	28	29	30	31
26	27	28	29	30	24-25 - Thanksgiving Break (No School)									
				19										
October 2022					December					April 2023				
M	T	W	TH	F	7 - Professional Day (12:30 Early Release) 16 - Winter Break (11:33 Early Release) 19-30 - Winter Break (No School)					M	T	W	TH	F
3	4	5	6	7	January					3	4	5	6	7
10	11	12	13	14	4 - Professional Day (12:30 Early Release)					10	11	12	13	14
17	18	19	20	21	15 - Martin Luther King, Jr. Day (No School)					17	18	19	20	21
24	25	26	27	28	27 - End of First Semester					24	25	26	27	28
31					February									15
				21	1 - Professional Day (12:30 Early Release) 17 - Possible snow make up day (No School) 20 - President's Day (No School)									
November 2022					March					May 2023				
M	T	W	TH	F	1 - Professional Day (12:30 Early Release) 28-30 - K-12 Conferences (11:33 Early Release) 31 - Early Release (11:33 Early Release)					M	T	W	TH	F
	1	2	3	4	April					1	2	3	4	5
7	8	9	10	11	2-7 - Spring Break (No School) 12 - Professional Day (12:30 Early Release)					8	9	10	11	12
14	15	16	17	18	May					15	16	17	18	19
21	22	23	24	25	3 - Professional Day (12:30 Early Release) 26 - Possible snow make up day (No School) 29 - Memorial Day (No School)					22	23	24	25	26
28	29	30			June					29	30	31		
				10	7 - Professional Day (12:30 Early Release) 8 - Last Day for Seniors 10 - Graduation Day 7:00 PM 13 - Last Day for Students/Staff (11:33 Early Release) 16 - Snow Make-Up Day (No School)									31
December 2022					July 2023									
M	T	W	TH	F	M					T	W	TH	F	
			1	2	3					4	5	6	7	
5	6	7	8	9	10					11	12	13	14	
12	13	14	15	16	17					18	19	20	21	
19	20	21	22	23	24					25	26	27	28	
26	27	28	29	30	31									
				12										
January 2023														
M	T	W	TH	F	M					T	W	TH	F	
2	3	4	5	6	3					4	5	6	7	
9	10	11	12	13	10					11	12	13	14	
16	17	18	19	20	17					18	19	20	21	
23	24	25	26	27	24					25	26	27	28	
30	31				31									
				21										

	First and last day for students
	Possible snow make up days
	No school
	End of semester
	Professional Development - release 12:30pm
	Half day - release 11:55am
	State Funded PD Days
	New Staff Orientation Day

180 days

APPENDIX C – CO-CURRICULAR SALARY SCHEDULE

Position	Amount 22-23	Amount 23-24	Amount 24-25
Band Director	\$2,798.00	\$2,798.00	\$2,798.00

APPENDIX D – MARZANO FRAMEWORKS

The Marzano Teacher Evaluation Model At a Glance For Use in the 2013-14 School Year – Version 1.1

Criterion 1		Criterion 2	
Centering instruction on high expectations for student achievement.		Demonstrating effective teaching practices.	
Component 1.1: Providing Clear Learning Goals and Scales (Rubrics) Component 1.2: Celebrating Success Component 1.3: Understanding Students' Interests and Backgrounds Component 1.4: Demonstrating Value and Respect for Typically Underserved Students		Component 2.1: Interacting with New Knowledge Component 2.2: Organizing Students to Practice and Deepen Knowledge Component 2.3: Organizing Students for Cognitively Complex Tasks Component 2.4: Asking Questions of Typically Underserved Students	Component 2.5: Probing Incorrect Answers with Typically Underserved Students Component 2.6: Noticing when Students are Not Engaged Component 2.7: Using and Applying Academic Vocabulary Component 2.8: Evaluating Effectiveness of Individual Lessons and Units
Criterion 3		Criterion 4	Criterion 5
Recognizing individual student learning needs and developing strategies to address those needs.		Providing clear and intentional focus on subject matter content and curriculum.	Fostering and managing a safe, positive learning environment.
Component 3.1: Effective Scaffolding of Information Within Lessons Component 3.2: Planning and Preparing for the Needs of All Students		Component 4.1: Attention to Established Content Standards Component 4.2: Use of Available Resources and Technology	Component 5.1: Organizing the Physical Layout of the Classroom Component 5.2: Reviewing Expectations to Rules and Procedures Component 5.3: Demonstrating "Withitness" Component 5.4: Applying Consequences for Lack of Adherence to Rules and Procedures Component 5.5: Acknowledging Adherence to Rules and Procedures Component 5.6: Displaying Objectivity and Control
Student Growth 3.1: Establish Student Growth Goal(s) Student Growth 3.2: Achievement of Student Growth Goal(s)			

– OVER –



The Marzano Teacher Evaluation Model At a Glance
For Use in the 2013-14 School Year – Version 1.1

Criterion 6	Criterion 7	Criterion 8
Using multiple student data elements to modify instruction and improve student learning.	Communicating and collaborating with parents and the school community.	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.
<p>Component 6.1: Designing Instruction Aligned to Assessment</p> <p>Component 6.2: Using Multiple Data Elements</p> <p>Component 6.3: Tracking Student Progress</p>	<p>Component 7.1: Promoting Positive Interactions about Students and Parents – Courses, Programs and School Events</p> <p>Component 7.2: Promoting Positive Interactions about Students and Parents – Timeliness and Professionalism</p>	<p>Component 8.1: Seeking Mentorship for Areas of Need or Interest</p> <p>Component 8.2: Promoting Positive Interactions with Colleagues</p> <p>Component 8.3: Participating in District and School Initiatives</p> <p>Component 8.4: Monitoring Progress Relative to the Professional Growth and Development Plan</p>
<p>Student Growth 6.1: Establish Student Growth Goal(s)</p> <p>Student Growth 6.2: Achievement of Student Growth Goal(s)</p>		<p>Student Growth 8.1: Establish Team Student Growth Goal(s)</p>



APPENDIX E – EVALUATION FORMS

Self-Assessment (Form A)

Due September 15

Report Date: Click here to enter a date.

School Year: Click here to enter text.

Teacher: Click here to enter text.

Focused or Comprehensive: Choose an item.

If Focused Choose Criterion: Choose an item.

Directions:

Your self-assessment is an important first step in the evaluation process that will help you create your professional and student growth goals for the upcoming school year.

Using the Criteria and Components listed in the Marzano Framework, reflect on your teaching practice and determine, for each component of the framework, the level of performance that best reflects your own assessment.

Be prepared to discuss your findings with your evaluator (optional) during your goal setting meeting.

Rate each criterion/component with the rating code below.

D=Distinguished, P=Proficient, B=Basic, U=Unsatisfactory

Criterion/Component	Rating
Criterion 1 Centering instruction on high expectations for student achievement.	Choose an item.
Component 1.1 Providing Clear Learning Goals and Scales (Rubrics)	Choose an item.
Component 1.2 Celebrating Success	Choose an item.

Component 1.3 Understanding Students' Interests and Backgrounds	Choose an item.
Component 1.4 Demonstrating Value and Respect for Typically Underserved Students	Choose an item.
Criterion 2 Demonstrating effective teaching practices.	Choose an item.
Component 2.1 Interacting with New Knowledge	Choose an item.
Component 2.2 Organizing Students to Practice and Deepen Knowledge	Choose an item.
Component 2.3 Organizing Students for Cognitively Complex Tasks	Choose an item.
Component 2.4 Asking Questions of Typically Underserved Students	Choose an item.
Component 2.5 Probing Incorrect Answers with Typically Underserved Students	Choose an item.
Component 2.6 Noticing when Students are Not Engaged	Choose an item.
Component 2.7 Using and Applying Academic Vocabulary	Choose an item.
Component 2.8 Evaluating Effectiveness of Individual Lessons and Units	Choose an item.
Criterion 3 Recognizing individual student learning needs and developing strategies to address those needs.	Choose an item.
Component 3.1 Effective Scaffolding of Information Within a Lesson	Choose an item.
Component 3.2 Planning and Preparing for the Needs of All Students	Choose an item.
<i>Component SG 3.1 Establish Student Growth Goal(s)</i>	Choose an item.

<i>Component SG 3.2 Achievement of Student Growth Goals(s)</i>	Choose an item.
Criterion 4 Providing clear and intentional focus on subject matter content and curriculum.	Choose an item.
Component 4.1 Attention to Established Content Standards	Choose an item.
Component 4.2 Use of Available Resources and Technology	Choose an item.
Criterion 5 Fostering and managing a safe, positive learning environment.	Choose an item.
Component 5.1 Organizing the Physical Layout of the Classroom	Choose an item.
Component 5.2 Reviewing Expectations of Rules and Procedures	Choose an item.
Component 5.3 Demonstrating "Withitness"	Choose an item.
Component 5.4 Applying Consequences for Lack of Adherence to Rules and Procedures	Choose an item.
Component 5.5 Acknowledging Adherence to Rules and Procedures	Choose an item.
Component 5.6 Displaying Objectivity and Control	Choose an item.
Criterion 6 Using multiple student data elements to modify instruction and improve student learning.	Choose an item.
Component 6.1 Designing Instruction Aligned to Assessment	Choose an item.
Component 6.2 Using Multiple Data Elements	Choose an item.
Component 6.3 Tracking Student Progress	Choose an item.

<i>Component SG 6.1 Establish Student Growth Goals(s)</i>	Choose an item.
<i>Component SG 6.2 Achievement of Student Growth Goal(s)</i>	Choose an item.
Criterion 7 Communicating and collaborating with parents and the school community.	Choose an item.
Component 7.1 Promoting Positive Interactions about Students and Parents – Courses, Programs and School Events	Choose an item.
Component 7.2 Promoting Positive Interactions about Students and Parents – Timeliness and Professionalism	Choose an item.
Criterion 8 Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	Choose an item.
Component 8.1 Seeking Mentorship for Areas of Need or Interest	Choose an item.
Component 8.2 Promoting Positive Interactions with Colleagues	Choose an item.
Component 8.3 Participating in District and School Initiatives	Choose an item.
Component 8.4 Monitoring Progress Relative to the Professional Growth and Development Plan	Choose an item.
<i>Component SG 8.1 Establish Team Student Growth Goals(s)</i>	Choose an item.

Goal Setting Conference (Form B)

Due October 1

Conference Date: Click here to enter a date.

School Year: Click here to enter text.

Teacher: Click here to enter text.

Evaluator: Click here to enter text.

Focused or Comprehensive: Choose an item.

If Focused Choose Criterion: Choose an item.

Directions:

Goal prompts and goals can be initiated either by the teacher (evaluate), or the principal (evaluator). Goals that are written by the teacher should address the areas of growth identified in the self-assessment phase. Goal prompts that are posed by the principal might come from a strategic plan or some goals associated with a School Success plan. The identification of goals should lay the ground-work for the professional growth and student growth that takes place during an evaluation cycle. Teachers should identify at least one professional growth goal and one student growth goal.

By October 1, each teacher, based on their completed self-assessment and district initiatives, shall create both a professional growth goal and a student growth goal for the year and send the goals to their Principal prior to the goal setting conference. The student growth goal will be from components SG 3.1, SG 6.1, and SG 8.1. Within three (3) days of receiving the teacher's goals, the Principal will review the document and schedule a collaboration meeting.

The teacher and principal will, using this Goal Setting Conference Document (Form B), collaborate to agree upon a final professional growth goal and a final student growth goal. If the teacher is on a focused evaluation, the principal and teacher will collaborate together to determine which criterion the teacher will be evaluated on for the year.

Professional Goal(s)

Professional goals should be S.M.A.R.T. S.M.A.R.T. goals should be specific, measurable, attainable, relevant, and time-bound. For example, *"By the end of the first semester, I will incorporate formative assessment strategies into my lessons with the use of interactive clickers at least twice a week."*

Professional Goal #1
Click here to enter text.
Relevant components (List all that apply): Click here to enter text.
Artifacts: Attached any artifacts that you need to support your goal selection.
Goal Rational: Click here to enter text.

Professional Goal #2
Click here to enter text.
Relevant components (List all that apply): Click here to enter text.
Artifacts: Attached any artifacts that you need to support your goal selection.
Goal Rational: Click here to enter text.

Student Growth Goal(s)

Student Growth Goals should also be S.M.A.R.T. goals. S.M.A.R.T. goals should be specific, measurable, attainable, aligned to state and content standards, relevant to policies/priorities/SIPs, time bound, and tied to prior learning data. For example, *"By May 2014, 90% of student will improve in writing by one performance level as indicated by the quarterly district writing prompt and district-provided rubric."*

Student Growth Goal #1
Click here to enter text.
Relevant components (List all that apply): Click here to enter text.
Artifacts: Attached any artifacts that you need to support your goal selection.
Goal Rational: Click here to enter text.

Student Growth Goal #2
Click here to enter text.
Relevant components (List all that apply): Click here to enter text.
Artifacts: Attached any artifacts that you need to support your goal selection.
Goal Rational: Click here to enter text.

Principal Signature: _____ Date: _____

Teacher Signature: _____ Date: _____

Pre-Observation Lesson Plan Document (Form C)

The following form is under development and will be available for the 14-15 school year.

Formal Observation Evidence Gathering Document (Form D)

The following form is under development and will be available for the 14-15 school year.

Post-Observation Document (Form E)

The following form is under development and will be available for the 14-15 school year.

Summative Evaluation of Practice Document (Form F)

The following form is under development and will be available for the 14-15 school year.

