

**WILLAPA VALLEY EDUCATION
ASSOCIATION
NEGOTIATED AGREEMENT**

FOR SCHOOL YEARS

~~2016-2017~~

~~2017-2018~~

~~2018-2019~~

2019 – 2022

Willapa Valley School District Confidential Draft

~~TABLE OF CONTENTS~~

I.	Administration	1
	A. Section 1— Recognition	
	B. Section 2— Status of the Contract	
	C. Section 3— Conformity to Law	2
	D. Section 4— Contract Compliance	
	E. Section 5— Distribution of Contract	
H.	Business	2
	A. Section 1— Association Rights	
	B. Section 2— Rights of Management	
	C. Section 3— Payroll Deductions	3
	Appendix A— Assignment of Wages Form	39
	D. Section 4— District/Citizen’s Advisory Committees	4
III.	Personnel	4
	A. Section 1— Hiring Practices	
	B. Section 2— Layoff and Recall	5
	C. Section 3— Teachers’ Rights	9
	D. Section 4— Academic Freedom	
	E. Section 5— Personnel File	11
	F. Section 6— Evaluation Procedures	12
	Appendix B-1— Classroom Teacher Evaluation Criteria	40
	Appendix B-2— Evaluation Short Form	41
	Appendix B-3— Professional Growth Program	42
	Appendix B-4— Final Evaluation Report	43
	Appendix B-5— Certificated Support Personnel Criteria	44
	Appendix B-6— Teacher Evaluation Procedures	45
	G. Section 7— Just Cause	15
	Appendix C-1— RCW 28A.405.210	47
	Appendix C-2— RCW 28A.405.220	49
	H. Section 8— Employee Work Year	17
	I. Section 9— Teacher Protection	18
	J. Section 10— Assignment, Vacancies, and Transfer	
	K. Section 11— Individual Contracts	19
	Appendix D-1— Certificated Employee Contract	51
	Appendix D-2— Provisional Cert. Employee Contract	52
	L. Section 12— Supplementary Contracts	20
	Appendix E-1— Supplemental Employment Contract	53
	M. Section 13— Teacher Work Day	21
	N. Section 14— Salary Payment	
	O. Section 15— Certificated Transportation Reimbursement	22
	P. Section 16— Insurance	
	Q. Section 17— Leaves	
	Appendix F-1— Shared Leave	54
	Appendix F-2— Sick Leave Buyback	55
	Appendix F-3— Sabbatical Leave	56
	R. Section 18— School Calendar	26
	S. Section 19— Teacher Facilities	

T.	Section 20	Wellness Plan	27
U.	Section 21	Class Funds	
<hr/>			
IV.	Instruction		
A.	Section 1	Teachers' Rights, Responsibilities & Authority- Student Discipline	28
B.	Section 2	Orientation of Teachers	
C.	Section 3	Class size	
D.	Section 4	Instructional Aides	29
E.	Section 5	Preparation Time	
F.	Section 6	Classroom Visitation	30
G.	Section 7	Staff Development and Training	
		<i>Appendix G-1 Conditions for Credits Earned</i>	59
		<i>Appendix G-2 Salary agreement</i>	60
H.	Section 8	Student Teachers	31
I.	Section 9	Mentor Teacher Program	
J.	Section 10	Additional Classes	32
K.	Section 11	Individual Education Plan Development Time	33
V.	Grievance Policy		33
VI.	Salary		36
A.	Section 1	Salary Willapa Valley Schedule	
		<i>Appendix H-1</i>	61-62
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**WILLAPA VALLEY EDUCATION ASSOCIATION
NEGOTIATED AGREEMENT
2016—2019**

ARTICLE I - ADMINISTRATION

Section 1.1 Recognition The Board recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel employed by the district under contract. All such personnel are hereinafter referred to as "teachers". This excludes only the Superintendent and all administrators including Secondary Principal, Elementary Coordinator, Special Education Director, and all other employees who may be excluded by law or by mutual consent of the parties.

~~ARTICLE I—ADMINISTRATION~~

Section 1.2 Status of the Contract This contract shall become effective when ratified by the Parties and executed by authorized representatives and may be amended or modified only with mutual consent of the Parties.

This contract shall supersede any rules, regulations, policies or resolutions of the district which shall be contrary to or inconsistent with its terms.

Any rules, regulations, policies, resolutions, or practices of the district not in conflict or inconsistent with this contract may remain in effect.

~~ARTICLE I—ADMINISTRATION~~

~~Section 3~~

~~CONFORMITY TO LAW~~

Section 1.3 Conformity to Law If any provision of this contract shall be found contrary to law, such provision shall have effect only to the extent permitted by law, but the remainder shall continue in effect for the duration of the contract.

Any provision found to be contrary to law shall be re-negotiated if legally possible.

~~ARTICLE I—ADMINISTRATION~~

~~Section 4~~

~~CONTRACT COMPLIANCE~~

Section 1.4 Contract Compliance All individual teacher contracts shall be subject to and consistent with Washington State laws and the terms and conditions of this contract. Any individual teacher contract shall expressly provide that it is subject to the terms of this and subsequent contracts.

If negotiations are not completed prior to May 15th, contracts will be issued using the *salary* schedule for the current contract year.

~~ARTICLE I—ADMINISTRATION~~

~~Section 5~~
~~DISTRIBUTION OF CONTRACT~~

Section 1.5 Distribution of Contract Within thirty (30) calendar days following the signing of the ratified contract, the District shall prepare and print post on the District website the negotiated contract ~~and give copies to the Association for distribution.~~

ARTICLE II - BUSINESS

~~Section 1~~
~~ASSOCIATION RIGHTS~~

Section 2.1 Association Rights The Association representatives and members shall have the right to use, within reason, District buildings for Association business and meetings.

The District shall provide to the Association information, as required under statute, which will assist the Association in carrying out its responsibility as the representative and bargaining agent for teachers.

The Association shall receive a copy of each Board Agenda in advance of the meeting, and shall receive a copy of the board minutes following the meeting.

~~ARTICLE II - BUSINESS~~
~~Section 2~~
~~RIGHTS OF MANAGEMENT~~

Section 2.3 Rights of Management Notwithstanding any of the other provisions of this Agreement, the Board of Directors and the Association jointly recognize that the Board retains the exclusive right to formulate and implement policies and rules governing the educational programs and services of the District. The Board retains the exclusive right to manage the District and to direct its employees, including the customary and usual rights, powers, functions and authority of management vested in school districts according to the laws of the State of Washington. The Board retains the right to delegate such management rights to management personnel as appropriate. The Board or its authorized delegate(s) shall exercise its management prerogatives subject to and as limited by the express terms and conditions of this Agreement.

~~ARTICLE II - BUSINESS~~
~~Section 3~~
~~PAYROLL DEDUCTIONS~~

Section 3 Union Dues Prior to the preparation of the first payroll of the school year, the Association shall indicate to the Superintendent in writing a dollar amount of individual dues and assessments of Local Association, National Education Association and Washington Education Association, to be which may be deducted during the school year to follow through payroll deduction for those employees who affirmatively and voluntarily authorize the payment of such Association dues and assessments. ~~These total deductions shall remain unchanged during the school year.~~

~~The deductions above shall be deducted in 12 equal amounts in paychecks of employees who have provided a written consent for these deductions to begin in September and continue through August. Teachers who work less than a full year who elect to participate shall have their deductions pro-rated at 1/12 of the total amount for each month they are employed.~~

The District Payroll Office shall promptly remit all moneys so collected directly to the Washington Education Association, with a list of teachers from whom deductions have been made.

If the Association receives an amount for a teacher in excess of the proper amount to be deducted, the Association shall reimburse that teacher for any overcharge in dues, fees or assessments.

~~MEMBERSHIP DEDUCTIONS~~

~~Any employee is a member of the Association on September 1, 2012 or who is hired after September 1, 2012, shall maintain his or her membership in good standing in the Association during the life of this Agreement or may elect to pay a representation fee equivalent to the dues of the Association. Teachers who decide to join the association may do so by signing and delivering, within ten (10) days of their first day of employment, an authorized deduction of membership dues and assessments of the Association (including WEA and NEA). See Appendix A. the Association shall provide the District with a list of teachers who have paid their dues and assessments through means other than payroll deduction.~~

The Association will indemnify, defend and hold the District harmless against any claim made and any suit instituted or judgement rendered against the District resulting from any deduction of the Association dues. The Association agrees to refund any amounts paid in error because of the dues deduction provision.

~~ARTICLE II - BUSINESS~~

~~Section 4~~

~~DISTRICT/CITIZEN'S ADVISORY COMMITTEES~~

Section 4 District/Citizens' Advisory Committee Within each building, association members shall select teachers to represent teachers of the District on district/citizen advisory committees.

The Association may waive its rights to appoint to these advisory committees when the Association deems that it would be in the best interests of the District and Association.

~~ARTICLE III - PERSONNEL~~

~~Section 1~~

~~HIRING PRACTICES~~

Section 3.1 Non Discrimination Neither the District nor the Association will discriminate on the basis of race, age, color, national origin, sex, creed, religion, handicap, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use

of a trained dog guide or service animal by a person with a disability in any District program and/or activity.

~~ARTICLE III – PERSONNEL~~

~~Section 2~~

~~HIRING PRACTICES~~

Section 3.1 Hiring Practices All Teachers employed by the Board shall have a valid Washington State Teaching Certificate.

All teachers employed by the Board after June 11, 1992, will be required to have a state and FBI completed fingerprint/background check. Teachers may be employed on conditional basis pending completion of investigation.

Any teacher who fails to meet the requirements of the investigation ~~pursuant with the requirements and HB 2518~~ will not be issued a contract by the Board and his or her service with the district shall be immediately terminated.

Any teacher who opts to be employed on a conditional basis and fails the fingerprint/background investigation will have the amount (cost) of the investigation deducted from his or her last check.

The district shall pay the cost of the fingerprint/background investigation of any employee hired on a conditional basis who successfully meets the requirements of the investigation.

~~The District shall provide equal employment opportunity and treatment for all applicants and staff in recruitment and hiring. Such equal employment opportunity shall be provided without discrimination with respect to race, creed, color, national origin, age, religion, sex, marital status or non-job-related physical, sensory or mental handicaps, except in so far as such bases are valid occupational qualification.~~

Section 3.2 Placement on the Salary Schedule Upon completion of negotiations, ~~A~~all teachers shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in this agreement.

Section 3.3 Open Positions The District's certificated personnel will be given first consideration for full time academic or extra curricular open positions. During the time school is in session, the District will post all certificated ~~vacancies~~ open positions in the District's school buildings and the superintendent's office. The Association President will also receive a copy of all postings. During the summer vacation, the District will notify the President of the WVEA or his/her designee in writing of all certificated ~~vacancies~~ open positions and extra curricular open positions. Interested staff person(s) will have ten (10) days from date of vacancy posting or from postmarked notice to notify the district office in writing that they wish to be considered for the position.

Any member of the Association, who applies for a position, shall be assured of an interview, provided he or she meets the established qualifications for the position.

~~ARTICLE III – PERSONNEL~~

~~Section 2~~

~~LAYOFF AND RECALL (Reduction in Force)~~

Section 3.4 Layoff and Recall The term "layoff" as used herein refers to action by the Board of Directors reducing the number of employees within the bargaining unit employed by the District due to economic or enrollment decline reasons only: it does not refer to decisions to discharge or non renew an individual employee for cause. In the event that the District anticipates a layoff, the superintendent will notify the Association on or before April 15th and shall provide the Association with a budget status report of the District. In the event of layoff, the Board shall provide written notice to all affected teachers on or before May 15th of the school year preceding the year in which the layoff would occur.

BOARD REVIEW AND ACTION

The necessity for the extent of staff reduction will be determined by the Board of Directors after receiving the recommendation of the Superintendent and ~~his~~ the Superintendent's staff.

The Board of Directors shall review the recommendation of the superintendent. After review, the Board shall take such action as may be necessary and such notice shall be given certificated staff members as required by law. All certificated employees who receive notice of probable cause will be placed in a district employment pool and will be considered for any vacancy open position in the district which thereafter occurs unless qualified certificated employees are not available for a particular position in the employment pool. In filling any certificated vacancy open position, the same criteria specified above shall be used. ~~The term "vacancy" shall be literally construed and shall include all positions that may become available for any reasons.~~ All certificated employees will be retained in the district employment pool until April 15 of the following school year and will be placed on the substitute teachers' list for the following school year. Final action to terminate any contract shall be taken under statutes as may exist from time to time.

The following, in the order listed, will be the factors considered in determining the educational program or service to be provided and the certificated employees who will be employed to provide the educational program or service.

EDUCATIONAL PROGRAM OR SERVICE

In making a recommendation on the educational program or service to be provided by the District, the Superintendent and his staff shall give consideration of the following factors:

- A. The needs of the students as developed by historical subject enrollments of student, requirements for graduation, requirements for accreditation, and minimum program requirements in accordance with ~~WAC 180-16-165.~~ the Washington State Law.
- B. The funds available for the implementation of the educational program or service.
- C. The curriculum offerings based on the material developed under subdivisions 1 and 2 above.
- D. The positions needed to operate the educational program or service developed under subdivisions 1, 2, and 3 above.

CERTIFICATED STAFF

If an educational program or service in the district is to be reduced, modified, or eliminated, the superintendent and his staff shall develop a list of certificated employees to be recommended to the Board of Directors for retention by the District to fill the positions needed to operate the educational program or service. The following criteria shall be applied in the order in which it is listed to the teaching staff and supportive staff in developing the list of certificated employees.

TEACHING STAFF

A. CERTIFICATION

A teacher shall possess an appropriate valid Washington State Certificate for the particular position being filled.

B. SENIORITY

Seniority shall be a significant factor in lay off considerations. Seniority is defined as length of service from any public school district in the State of Washington. Any employee employed or to be employed by the Board shall be granted full seniority credit for each year or portion thereof for working experience from any public school district(s) in the State of Washington. Less than full year working experience shall be computed as the actual number of days employed by a district(s) as a full time employee or as a long-term substitute. A temporary employee hired to replace an employee on leave shall be afforded seniority only from the date hired to replace such employee.

C. PREPARATION

1. College Training: A person must have the equivalent of a major or minor in the particular field in which the majority of his/her teaching time will be devoted for a secondary position and at least eight-quarter hours of college credit in the field of elementary reading, elementary language arts, or children's literature; and at least one college level course in at least three of the following six areas: elementary mathematics, elementary science, elementary social studies, elementary arts, elementary music, or elementary health and physical education for a teaching position in an elementary grade. The requirement of college preparation shall be waived for any certificated employee in a secondary position if he has taught in the particular field for a majority of his/her teaching time for the past three years and for a certified employee in an elementary position if he has taught in an elementary position for a majority of his/her teaching time for the past three years.

2. Experience: A person must have spent the equivalent of one period of his/her teaching time in the particular level, subject area, or special program for which he/she is being considered during the current school year or during one of the two previous school years or he/she must have had an administrative or supportive staff position during the current school year. The term "level" is used herein to define the teaching areas such as elementary grades K-5 and secondary grade 6-12. The term "administrative or supportive staff position" is used herein to define all non-teaching positions which require a teaching certificate or an administrative credential.

3. Flexibility: Consideration shall be given to the ability of employees (1) to handle extracurricular activities in addition to their teaching assignment; (2) to handle classes in several programs or departments; and (3) to handle teaching and administrative duties where the need for this flexibility exists.
4. Length of Service: When more than one person qualifies for a particular position under the criteria listed above, the teacher who has the greatest length of service as a teacher based on the criteria used by the District in determining placement on the salary schedule shall be given the position.
5. Additional Preparation: When more than one person qualifies for a particular position under the criteria listed above, the person who has achieved the greatest horizontal advancement on the District's salary schedule shall be given the position.

D. SUPPORTIVE STAFF

1. Definition: The supportive staff shall consist of counselors, librarian, and/or head teachers or their equivalents.
2. Certification: Supportive staff members with a continuing, or standard credential or certificate shall be selected over supportive staff members with a provisional credential or certificate. Supportive staff members shall have the special credential or certificate required for the particular position.
3. Length of Service: When more than one person qualifies for a particular supportive staff position under the criteria listed above, the person with the greatest length of service in the supportive staff position shall be given the position; provided, however, that the person holding such a staff position during the current school year or during one of the two previous school years shall be given priority for a supportive staff position before anyone who may otherwise qualify but who has not had experience during that period.
4. Status: For the purpose of filling supportive positions, the supportive staff shall be considered as having the following status, the lower number having the higher status:
 - a. Elementary Coordinator
 - b. Head Teacher
 - c. Other Supportive Staff

The person currently occupying a position with a higher status shall be deemed qualified for any position having a lower status. When more than one person who is currently employed in a supportive position qualifies under the criteria listed above in subparagraph B and this subparagraph C, the person who is currently employed in the supportive position having the highest status shall be entitled to the position.

No person who is not then occupying a supportive position shall be given a supportive position until all persons occupying a supportive position have been placed in an appropriate supportive position.

5. Length of Service: When more than one person who is currently employed in a supportive position qualifies for a particular position under the criteria listed above, the person with the greatest length of service as a supportive staff shall be given the position.

~~ARTICLE III – PERSONNEL~~

~~Section 3~~

~~TEACHERS’ RIGHTS~~

Section 3.5 Teachers’ Rights Every teacher shall have the right to freely organize, join and support or not to join and support the Association and engage in collective bargaining and negotiations. ~~All teachers who choose not to exercise their right to membership in the Association shall contribute an amount equal the yearly association dues to a recognized and approved charity of their choice. The funds to be donated to charity will be withheld from the employees pay in the same manner as association dues, and contributed to the approved charity as per the instructions of the donating party.~~

~~*NOTE All teachers presently employed by the district, and all newly hired teachers are covered by this agreement. All teachers hired after the implementation of this contract will decide within ten (10) days of their first day of employment whether they wish to be a member of the Association. Whether they choose association membership or charitable contribution, payment of an amount equal to one full year’s dues will be made on a monthly basis to either the Association or a recognized charity.~~

Teachers shall be entitled to full rights of citizenship.

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

~~The provisions of the Agreement shall be applied without regard to race, creed, religion, domicile, color, national origin, age, sex, marital status, the presence of any sensory, mental or physical handicap, and without regard to an individual’s membership status in the Association.~~

~~ARTICLE III – PERSONNEL~~

~~Section 4~~

~~ACADEMIC FREEDOM~~

Section 3.6 Academic Freedom Academic freedom includes a commitment to the democratic tradition, a concern for the welfare, growth and development of children and an insistence on objective scholarship. Accordingly, the Board and the Association agree as follows:

- A. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that the teacher alone cannot be held accountable for the academic progress of students and shall not be used

exclusively to evaluate the quality of teacher's service for fitness for retention.

- B. As a vital component of academic freedom, teachers shall be included in decisions regarding the methods and materials used for the instruction of students.
- C. No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis which would allow a person to be able to listen or record the procedures in any class without notice to the teacher or w/o permission of the teacher.

~~ARTICLE III – PERSONNEL~~

~~Section 5-~~

~~PERSONNEL FILE~~

Section 3.7 Personnel File

- A. Teachers shall have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy of any document(s) contained therein shall be given to the teacher. No other personnel file shall be kept by the District.
- B. Each teacher's personnel file shall contain the following minimum items of information: the employee's evaluation reports, copies of annual contracts, (including supplemental contracts) and a transcript of academic records. Items the employee considers important shall be placed in the file on request.
- C. Any material placed in the personnel file must be signed by the teacher and the person who prepared the report. Any material placed in the file must be signed by the teacher with the understanding that this signifies the teacher has read the material. Such signature does not indicate agreement with its contents. The teacher has the right to attach written comments to any material.

Should a teacher refuse to sign the evaluation report, the administrator will deliver the report to said employee in front of a witness before placing the unsigned evaluation report in the employee's personnel file.

- D. Material shall be placed in the teacher's personnel file only by the teacher or the teacher's supervisory personnel; materials from other sources shall not be placed in the personnel file without the teacher's knowledge.
- E. Any statements relating to a teacher's competence, character or manner outside the classroom or school shall not be accepted unless it is determined that these items affect the teacher's effectiveness in the classroom or school.

~~ARTICLE III – PERSONNEL~~

~~Section 6-~~

~~EVALUATION PROCEDURES~~

Section 3.8 Evaluation Procedures

GENERAL INFORMATION

Certificated classroom teachers and certificated support personnel holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth herein.

- A. Classroom teachers including music teachers, basic skills teachers and learning center teachers and certificated support personnel will be evaluated in accordance with the provisions set forth in RCW 28A.405.100. (Appendix B-1 Classroom Teacher Evaluation Criteria) (Appendix B-5 Certificated Support Personnel)
- B. Modifications or changes in the district's evaluation forms or process that revises the provisions set forth in RCW 28A.67.065 will be reviewed with the association. At this time the new Teacher Principal Evaluation Pilot project is under review and we will reopen the contract when both the local union and administration feel they have enough understanding of the new system to implement it.

PROCEDURES FOR EVALUATION

The new Board policy written to meet the terms of RCW28A.405.100, and Chapter 392-191A WAC may be implemented to replace the following evaluation system for certificated classroom teachers. *(See Appendix B-6)*

A. Comprehensive Evaluation

Within each school the principal or building administrator shall be responsible for the evaluation of employees assigned to the building. These evaluators must be appropriately trained and outside the WVEA bargaining unit. Any certificated employee assigned to more than one school shall be evaluated by each school's evaluator. The following procedures shall be followed by all evaluators:

1. Before the first formal observation each building administrator will hold a general certificated employees meeting and/or individual conferences to review evaluative criteria and procedures.

For a comprehensive evaluation, the teacher will focus on all eight criteria for their evaluation.

2. During each school year all classroom teachers and certificated support personnel shall be observed for the purpose of evaluation at least twice in the performance of their assigned duties. Total observation time for each school year shall not be less than sixty (60) minutes. The initial "formal" observation will be pre-announced and last a minimum of thirty (30) minutes. Following each observation the principal or other evaluator shall promptly document the results of the observation in writing and shall provide the employee with a copy within three days after such report is prepared.
3. After an observation the certificated employee or the evaluator may request a post-observation conference during which the observation and/or the certificated employee's performance may be discussed. During this conference, the certificated

employee may request clarification of the evaluation and the evaluator may suggest a plan for improving the certificated employee's performance.

4. Each certificated employee will be given an annual evaluation prior to the 15th of May. A private conference may be requested by the employee or the evaluator. The certificated employee will sign the report indicating he or she has read it, had an opportunity to discuss it with the assigned evaluator and received a copy. The certificated employee's signature does not imply agreement with the report. If there is disagreement between the teacher and the evaluator as to the fairness and/or completeness of the statements contained in the final report, both parties may attach a statement.
5. The Comprehensive Evaluation Process shall be followed at least once every four (4) years and an employee or evaluator may request that the be conducted in any given school year.

B. FOCUSED EVALUATION

After an employee has three (3) years of satisfactory District Evaluations under the regular process, an administrator may use a focused evaluation, as allowed by RCW 28A.405.100(5), in lieu of the process set forth in this agreement.

The focused evaluation shall be consistent with the following:

By agreement with the teacher and the evaluator, the teacher will focus on one or more of the eight criteria for their evaluation. A student growth criteria must be used for a focused evaluation (Criteria 3 or 6), but a teacher may choose to do two criterion and select another criterion as well.

A summative score is assigned using the summative evaluation score from the most recent comprehensive evaluation. This score becomes the focused summative score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.(WAC 392-191A-120)

Summative Statements

These statements describe the level of performance for each of the four tiers in the new evaluation system.

WAC 392-191A-140: Summative performance ratings — Descriptors.

(1) **Unsatisfactory:** Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching or leading practice. This level requires immediate intervention.

(2) **Basic:** Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over

a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers or principals early in their careers but insufficient for more experienced teachers or principals. This level requires specific support.

(3) **Proficient:** Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching and leading at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching and leading a school are strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.

(4) **Distinguished:** Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher or principal would need to have received a majority of distinguished ratings on the criterion scores. A teacher or principal at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching and leading is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practice.

OBSERVATION OF NEW EMPLOYEE

All certificated employees newly employed by the school district shall be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of their employment period.

PROCESS OF PROBATION

If on the basis of the district's adopted evaluative criteria, the performance of a certificated employee is judged to be unsatisfactory, the employee must be given written notice of probation no later than February 1. Written notification will be given by the District Superintendent upon the evaluator's recommendation and will include the following information:

- A. The specific area of deficiencies.
- B. A suggested and reasonable program for improvement.

The probationary period shall be established on or before February 1 and end sixty (60) working days later. The purpose of the probationary period is to give the certificated employee opportunity to demonstrate improvements in the areas of deficiency. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator may assign a mentor to aid the employee in improving his or her areas of deficiency.

The probationer may be removed from probation if improvement is demonstrated to the satisfaction of the evaluator and the district superintendent in the areas specifically detailed in the initial notice of deficiency and subsequently detailed in the improvement program.

~~ARTICLE III PERSONNEL~~

~~Section 7
JUST CAUSE~~

Section 3.9 Just Cause No employee shall be disciplined, suspended, or placed on extended leave without just and sufficient cause. Anonymous complaints will not be acknowledged. Such discipline should be in private. If a teacher is disciplined in what they consider a non-private manner, the teacher may request a conference with the involved parties to address this concern.

All information forming the basis for any discipline shall be made available in writing to the employee and upon approval and/or request of the employee to the Association.

Any complaint made against an employee which may be used as the basis for disciplinary action will be called to the attention of the employee at least two (2) workdays prior to the time of disciplinary action unless immediate disciplinary action is warranted. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

~~ARTICLE III PERSONNEL
PROCESS OF NONRENEWAL~~

Section 3.10 Process of Nonrenewal The process of non-renewal shall be per statute as codified in RCW 28A.405.210 (Appendix C-1) and RCW 28A.405.220 (Appendix C-2) as now or hereafter amended.

~~ARTICLE III PERSONNEL
PROFESSIONAL GROWTH PROGRAM~~

Section 3.11 Professional Growth Program Employees are encouraged, but shall not be required, to develop their own personal Professional Growth Program. The following shall apply:

- A. Definition
A "Professional Growth Program" is a form of personal evaluation in which the emphasis is on enhancements and improvements in job related skills, techniques, and abilities.
- B. Eligibility
After an employee has four years of satisfactory long form evaluations, the school district may use a professional growth program. Employees who are new to the district or have been identified as requiring performance improvement plans in the evaluation process shall not be eligible to participate until their performance is determined to be at a satisfactory level for at least two (2) years.
- C. Development of a Professional Growth Program
An employee should develop a Professional Growth Program covering the following five (5) areas:
 1. Needs

One (1) or more of the following sources of information shall be used by the employee in determining needs for a Professional Growth Program:

- a. Peer review and evaluation;
 - b. Input by parents;
 - c. Input by students;
 - d. Personal/professional goals;
 - e. School district goals;
 - f. Building goals;
 - g. Self assessment;
 - h. Personal academic records; and
 - i. School district observations and evaluations.
2. Goals
 3. Activities and Timeline
 4. Post Evaluations Process
 5. District Resources and Assistance Needed

The employee shall complete the Professional Growth Program form shown in Appendix B-3 and submit a copy to his/her supervisor. The supervisor shall keep all such copies in a separate Professional Growth file. Such forms shall be the only document or record related to an individual's Professional Growth Program maintained by the District.

D. Role of Supervisor

If requested by the employee, the supervisor is to assist the employee in developing the Professional Growth Program and then to assist in its implementation, particularly by making reasonable efforts to provide the resources necessary to implement it.

The \$300 Professional Development Incentive shall be available for costs related to a Professional Growth Program. Beyond this amount, employees are free to request additional District resources, but their availability and approval are at the sole discretion of the District.

E. Relation to Evaluation

During the Year End evaluation process, the employee on the Professional Growth Program and their supervisor shall meet to discuss the process made toward completion of goals outlined in the Program. The Final Evaluation Report (Appendix B-4) will indicate the degree to which the employee has accomplished the prescribed performance goals. The Professional Growth Program will not be used as a basis for determining that an employee's work is unsatisfactory, or as probable cause for the non-renewal of an employee's contract under RCW 28A.405.210.

F. Materials and Records

Materials, records, and portfolios expressly developed as a result of an employee's participation in a Professional Growth Program shall be the property of the employee and shall not be retained in the employee's personnel file.

~~ARTICLE III – PERSONNEL~~

~~Section 8-~~

~~EMPLOYEE WORK YEAR~~

Section 3.12 Employee Work Year

WORK YEAR

~~The work year covered by this agreement For 2019-2020, the work year shall consist of one hundred and eighty workdays (180) plus ~~three~~ four (4) paid workdays of which two (2) will be optional ~~(TRI)~~ and ~~one~~ two (2) will be mandatory. ~~The three workdays will be uniform throughout the district and set in advance of the start of the school year.~~~~

For 2020-2021 and for 2021-2022, the work year shall consist of one hundred and eighty workdays (180) plus five (5) paid workdays of which two (2) will be optional and three (3) will be mandatory.

Work days will be uniform throughout the district and set in advance of the start of each school year.

The optional workdays will be paid as supplemental salary and will be reimbursed at a flat rate of three hundred dollars per day (\$300.00). The mandatory workdays will be an extended contractual day and will be compensated at each employee's per-diem rate.

MANDATORY DAYS.

2019-2020: Two (2) Days

SECONDARY & ELEMENTARY

- the day preceding the first day of regularly scheduled classes.
- a Learning Improvement Day on October 11, 2019.

2020-2021 and 2021-2022: Three (3) Days

- the day preceding the first day of regularly scheduled classes.
- two (2) Learning Improvement Days to be placed on the school calendar for each year.

OPTIONAL ~~(TRI)~~ DAYS.

SECONDARY & ELEMENTARY - One day prior to start of school.

SECONDARY & ELEMENTARY - One day after last student day.

Teachers will be required to hand in all report cards, grade sheets and inventories within seven (7) calendar days after the last student class day. Secondary teachers will be required to have all grades sheets into the office two workdays after the end of the first, second and third quarters.

~~ARTICLE III - PERSONNEL~~

~~Section 9~~

~~TEACHER PROTECTION~~

Section 3.13 Teacher Protection The Board agrees to hold teachers harmless and defend them from any financial loss, including attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such teacher, within or without the school building, in a reasonable and prudent manner while in the performance of their duties or attendance at school functions.

Any case of assault upon a teacher shall be promptly reported to the teacher's immediate supervisor. The Board will provide legal counsel and assistance for a teacher so assaulted while in the performance of their duties or attendance at school functions.

~~ARTICLE III PERSONNEL~~

~~Section 10-~~

~~ASSIGNMENT, VACANCIES, AND TRANSFER~~

Section 3.14 Assignment, Vacancies, and Transfer The basic consideration in the assignment of certificated personnel in the Willapa Valley Public Schools is the well-being of the program of instruction. The appropriateness of the assignment will have a significant impact on the morale of the staff and the effectiveness of the total education program.

It is the policy of the Willapa Valley School Board that instructional personnel be assigned on the basis of their qualifications, the needs of the district, and their expressed desires. When it is not possible to meet all three conditions, personnel shall be assigned first in accordance with the needs of the School District, second where the administration feels the employee is most qualified to serve, third as to expressed preference of employees in order of seniority in the district, all other considerations being equal.

In the case of vacancies in new or existing positions, favorable consideration will be given to qualified applicants among current employees.

~~ARTICLE III PERSONNEL~~

~~Section 11~~

~~INDIVIDUAL CONTRACTS~~

~~CERTIFICATED AND PROVISIONAL CERTIFICATED~~

Section 3.15 Individual Contracts District shall make good faith effort to deliver individual contracts and inform teachers of their tentative teaching assignments by June 1. The District shall make a good faith effort to also inform elementary teachers of their room assignments by June 1. Certificated and provisional certificated contracts shall be returned within ten (10) days of receipt. Two (2) copies of the contract shall be given to the teacher for signature. One copy is retained by the teacher at the time of signing and one copy will be forwarded to the district office to be signed by the Superintendent.

The certificated employee contract (Appendix D-1) and the provisional certificated employee contract (Appendix D-2) signed by the employee and the superintendent will be on file in the superintendent's office and a copy will be sent to the teacher. The length of a signed teaching contract shall be 180 days for employees unless otherwise stipulated. Any extension of contract days shall be computed in 1/180 full per diem of that individual's contracted rate of pay.

RELEASE FROM CONTRACT

A teacher under contract shall be released from the obligations of the contract upon request under the following conditions.

- A. A letter of resignation must be submitted to the superintendent's office.
- B. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted to the district by June 15.
- C. A release from contract shall be granted under the teacher's request in case of illness or other personal matters which make it impossible for the teacher to continue in the district.

~~ARTICLE III – PERSONNEL~~
~~Section 12-~~
~~SUPPLEMENTARY CONTRACTS~~

Section 3.16 Supplemental Contracts and Compensation There shall be a supplemental employment contract (Appendix E-1) for specified special assignments, which shall not exceed one year.

Supplemental contracts shall be issued when assignments are known and, if possible, issued at the same time as the basic contracts.

Supplemental contracts shall be returned within ten (10) days of receipt. Two copies of the supplemental contract shall be issued for signature. One copy is retained by the teacher at the time of the signing. One copy will be forwarded to the district office to be signed by the superintendent. The signed contract will be kept on file in the superintendent's office and a copy will be returned to the individual.

An employee may resign from a supplemental assignment by giving written notice to the superintendent by July 1 (unless mutually agreed upon by both parties). Resignation from a supplemental contract shall in no way adversely affect the teacher's standing or status in the district.

The district shall advise teachers in writing no later than June 1 if the individual's supplementary employee contract is not renewed for the ensuing year. This notification shall state the reason(s) for the decision to non-renew.

Section 3.17 Supplemental Compensation

ACTIVITY	STIPEND
FBLA Advisor	TBD Yearly
National Board Certified Teacher	\$5,000.00
Senior Class Advisor	\$250.00
FFA Advisor	TBD Yearly
Portfolio Coordinator	\$450.00

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CTE Compensation

A pool of ~~72~~ fifty (50) days at a flat rate of \$200 per day will be established for use of advisors (FFA and FBLA) within the Career and Technical Education (CTE) Program. ~~These days can be allocated as the CTE Department requests on a year to year basis. By September 10th of each school year, the Superintendent will meet with the advisors (FFA and FBLA) to allocate the fifty (50) days.~~

~~By September 10th of each school year, the CTE Department will provide a plan for the allocation of the 72 days to the principal or superintendent. The plan will be approved for that year. Modifications to the plan can be requested and must be approved by the principal or superintendent.~~

If an advisor wants to use the dollar amount from his/her allocation of days to support travel expenses, the request must be submitted to the ~~principal or~~ superintendent and approved.

~~The Junior High School annual advisor will be paid by a supplemental contract at a flat rate of \$250.00 per year. This position will be placed on the supplementary salary schedule with no salary steps.~~

~~The Band Director will be paid by a supplemental contract at \$35.00 per game for each event that the band performs at district and/or state playoffs. This position will be placed on the supplemental salary schedule with no salary steps.~~

~~The Portfolio Coordinator will be paid by a supplemental contract at a flat rate of \$450.00 per year. This position will be placed on the supplemental salary schedule with no pay steps.~~

~~ARTICLE III- PERSONNEL~~

~~Section 13-~~

~~TEACHER WORK DAY~~

Section 3.18 Teacher Work Day The teacher workday begins at ~~7:50~~ 7:30 a.m. and ends at ~~3:20~~ 4:00 p.m. and is comprised of no more than five (5) direct student instruction hours.

All teachers shall be entitled to a regularly scheduled duty-free lunch period of thirty (30) consecutive minutes.

All activities outside the regular school day for which a supplemental contract is not provided shall be at the option of the individual employee.

Certificated employees are expected to attend parent teacher conferences, open houses and other direct instructional activities.

~~ARTICLE III- PERSONNEL~~

~~Section 14-~~

~~SALARY PAYMENT~~

Section 3.19 Salary Payment Checks shall be issued on the last week day of each month.

~~ARTICLE III PERSONNEL~~

~~Section 15-~~

~~CERTIFICATED TRANSPORTATION REIMBURSEMENT~~

Section 3.20 Certificated Transportation Reimbursement When acting on assigned duties such as attendance at workshops and conferences, required home visitations, etc., a teacher's traveling expenses shall be reimbursed at the IRS rate per mile.

District owned vehicles will be used by the staff for school related activities when this is deemed appropriate by the District Superintendent, Secondary Principal or Elementary Administrator.

~~ARTICLE III PERSONNEL~~

~~Section 16-~~

~~INSURANCE~~

Section 3.21 Insurance ~~The District shall enhance, by (\$10.00) per month, the amount allocated by the state for twelve (12) months per full time certificated employee, toward the WEA Blue Cross Medical/Dental/Vision Plans, unless said insurance carriers are supplanted by School Employee Benefit Board (SEBB) Employee Benefits. Any unused benefit will be used on an equal basis to assist other members of the certificated staff when figuring certificated insurance dollars.~~

~~The District shall pay to the Health Care Authority each employees allocation (carve out).~~

School Employee Benefit Board (SEBB) Employee Benefits.

The parties agree, pursuant to RCW 28A.400.275, to abide by state laws pertaining to school district employee benefits, including the anticipated replacement of provisions of this Article by a statewide school employee health care system by January 2020.

~~ARTICLE III PERSONNEL~~

~~Section 17-~~

~~LEAVES~~

Section 3.22 Leaves

A. COMPENSATED LEAVES

In addition to all previously accumulated compensated leave days and the rights thereof, at the beginning of each school year when the employee reports for duty, each fulltime, certificated employee shall be credited with an advanced, compensated allowance of twelve (12) days with full pay.

1. Twelve (12) days will be available for an absence caused by personal illness, injury, quarantine, disability or immediate family illness, hereafter referred to as "sick leave." Immediate family in this case shall include spouse, children, and

other dependents living in the home. These days may also be available for medical, dental, and ocular appointments, hereafter referred to as “appointment leave.” At the employee’s request, two (2) of these twelve (12) days will be available for personal leave.

Each employee’s portion of unused compensated allowance days shall accumulate from year to year up to a maximum of 180 days. The maximum for final conversion is 180 days.

Every certificated employee holding a regular part-time position shall accrue such leave with pay in proportion to the percent fulltime employee that they were hired.

Specific leave conditions:

1. Sick Leave

- a. When employees will be absent from work due to necessary “sick leave,” they will notify the principal or the person designated by the superintendent to receive such notice, not later than 7:00 a.m. of the first day of the absence. If the absence may be for consecutive days, the District should be notified of the probable date of return.
- b. Employees may be required to furnish to their immediate supervisor a certificate issued by a licensed physician or other satisfactory evidence of illness or injury. The superintendent may request verification of immediate family illness if sick leave is used for such.
- c. Employees returning from any illness may be required to submit a medical examination or other medical evaluation at the expense of the District in order to establish medical fitness for the duties of the position before returning to work.
- d. The days used for “sick leave” will be deducted from the employee’s accumulated compensated allowance.

2. Appointment Leave

- a. When employees will be absent from work for medical, dental, or ocular appointments, they will give prior notification to the principal or the person designated by the superintendent to receive such notice as early as reasonably possible.
- b. The days used for “appointment leave” will be deducted from the employee’s accumulated compensated allowance.

3. Personal Leave

- a. When personal leave is used for reasons listed as “sick leave” or “appointment leave,” the conditions listed above will be followed.
- b. When employees will be absent from work for personal leave reasons, they will give prior notification to the principal or the person designated by the superintendent to receive such notice as early as reasonably possible.

- c. Use of personal leave is intended for personal reasons that do not involve making a profit or intending to make a profit.
- d. No more than ten (10) percent of the total employees covered by this agreement will be eligible to utilize this leave on any contract day. If substitutes are not available, the leave will have to be rescheduled to another day.

Note: Notwithstanding any past practice, the following provision will be applied as written:

- e. The two (2) days used for “personal leave” will be deducted from the employee’s accumulated compensated allowance. If unused, these two (2) days shall accumulate from year to year to a maximum of four (4) days.

4. Emergency Leave

- a. Emergency leave is defined as a situation that arises out of unforeseen and unexpected circumstances that create an air of crisis or extreme need. The circumstances must present a grave and clear danger that imminently threatens physical or mental health or would result in irremediable harm or in immediate disaster to life or property unless some action was taken.
- b. Emergency leave shall be granted at the discretion of the superintendent or appropriate supervisor and will be deducted from the employee’s accumulated compensated allowance.

~~5. Maternity Leave (RCW 49-78-220)~~

- ~~a. Maternity leave will begin when the doctor states in writing that the employee must terminate work and ends when the doctor states in writing that it is safe for the employee to return to work. The length of this leave is not to exceed sixty (60) calendar days unless the doctor verifies to the District that it is unsafe for the employee to return to work due to complications.~~
- ~~b. At the discretion of the employee, maternity leave may be deducted from the employee’s accumulated compensated allowance, taken as leave without pay, or some combination of these two. The employee’s desire in this case must be approved in advance.~~

6. Jury Duty Leave

- a. The District may grant paid leave to staff members for the days they are required to serve on a jury or as a subpoenaed witness. This leave will not be deducted from the employee’s accumulated compensated allowance.
- ~~b. Any compensation for time received by the staff member for serving on a jury or being a subpoenaed witness on a contract day is to be reimbursed to the District.~~
- b. On any day that a staff member is released from jury duty or as a witness by the court and four (4) or more hours of the staff member’s scheduled work

day remain, the staff member is to immediately inform his/her supervisor and report to work if requested to do so.

7. Bereavement Leave

- a. Up to five (5) days of paid leave shall be authorized by the District in the event of death of any member of the immediate family. This leave will not be deducted from the employee's accumulated compensated allowance. Additional days requested by the employee and approved by the immediate supervisor may be granted but will be deducted from the employee's accumulated compensated allowance. Immediate family in this case will include spouse, children, brother, sister, mother, father, mother or father-in-law, grandparents, sis or brother-in-law or any relative living in the same household.
- b. Absence from work may be granted to an employee to attend the funeral of persons other than immediate family. Such absences will not exceed one (1) day and will be deducted from the employee's accumulated compensated allowance.
- c. The District reserves the right to require the employee to supply proof of death and/or relationship of the decedent as well as justification of the time required for bereavement related activities.

8. Personal Holiday Leave

- a. One (1) day per year per employee will be available for use as personal holiday leave. Personal holiday leave, as such, is non-accumulative and will not be deducted from the employee's accumulated compensated allowance.
- b. When personal holiday leave is used for reasons listed as "sick leave" or "appointment leave," the conditions listed above will be followed.
- c. When employees will be absent from work for personal holiday leave, they will give prior notification to the principal or the person designated by the superintendent to receive such notice as early as reasonably possible.
- d. Use of personal holiday leave is intended for personal reasons that do not involve making a profit or intending to make a profit.
- e. No more than ten (10) percent of the total employees covered by this agreement will be eligible to utilize this leave on any contract day. If substitutes are not available, the leave will have to be rescheduled to another day.

B. SHARED LEAVE (~~Appendix F-1~~)

- a. Employees are granted the right to donate sick leave to come to the aid of another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is

likely to cause the employee to take leave without pay or terminate his or her employment.

- b. An employee who has an accrued sick leave balance of more than sixty (60) days is allowed to transfer sick leave to another employee as specified above.
- c. Employees are allowed to grant up to six (6) days during any twelve (12) month period.
- d. Employees cannot donate sick leave days that would result in his/her sick leave account going below sixty (60) days.

C. SICK LEAVE BUYBACK ~~(Appendix F-2)~~

- a. Employees may cash in unused sick leave days after the accumulation of sixty (60) days at a ratio of one full day monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash out their unused sick leave day in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal of one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month.
- b. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury.
- c. If legal, staff may have money from sick leave buy back placed in a TSA. Individuals may sign up with a provider already servicing the district, however, before the district will add new providers a minimum of five staff people need to be signed up with that individual provider.
- d. Annual Sick Leave Conversion
Eligibility for participation on an annual basis is limited to employees who have accumulated 60 days of unused sick leave. To be eligible during the term of this agreement, an employee must have accumulated at least 60 days of unused sick leave as of the effective date of this agreement.

~~D. SABBATICAL LEAVE~~

~~Sabbatical may be allowed according to District policy. (Appendix F-3)~~

~~E D.~~ ASSOCIATION LEAVE

The Association shall be granted up to a total of ten (10) days per year to attend to Association business. An additional five (5) days shall be granted for mutually beneficial political action or lobbying activities. The request for the use of these five (5) days shall be made directly to the superintendent

Abuse in the use of this leave provision, judged by the district, shall result in the loss of pay for the day(s) missed and/or disciplinary action.

The superintendent shall have the flexibility in unusual or exceptional circumstances to add to the number of days allowed for leaves without setting precedent.

~~ARTICLE III PERSONNEL~~

~~Section 18-~~

~~SCHOOL CALENDAR~~

Section 3.23 School Calendar The school calendar is the responsibility of the District. The association president and the school administration will jointly develop the calendar. Except in the case of an emergency, neither action from nor change in the school calendar shall be made except by mutual agreement of Board and the Association.

Early Dismissal Days

Early dismissal days shall be at 12:35 p.m. Except, the last day of school shall be dismissed at 11:30 a.m.

November: - the day before Thanksgiving

December - (Christmas Vacation)

June - (The last day of the school year for students)

~~ARTICLE III PERSONNEL~~

~~Section 19-~~

~~TEACHER FACILITIES~~

Section 3.24 Teacher Facilities Within reason, each building shall have the following facilities and equipment for the use of teachers in the building.

- A. Space in each classroom to store instructional materials and supplies.
- B. A work area containing equipment and supplies.
- C. A telephone in each building.
- D. A desk and chair and a filing cabinet in each classroom.
- E. Restrooms separate from student restrooms.
- F. A faculty lounge.

Teachers will be given keys to their classroom, faculty lounge, and work areas and outside door to their assigned building for use during their contracted year.

~~ARTICLE III – PERSONNEL~~

~~Section 20-~~

~~WELLNESS PLAN~~

Section 3.25 Wellness Plan The district and association may undertake to research and develop a district wide wellness and class size plan. A committee may be formed to study, review, and determine the type of plans to be submitted to the board of directors. The committee will consist of four (4) members from the teaching staff (one from each school) and one administrator/district representative.

~~ARTICLE III – PERSONNEL~~

~~Section 21-~~

~~CLASS FUNDS~~

Section 3.26 Class Funds The district's elementary classroom teachers will have two hundred dollars (\$200) per school year to use at their discretion to purchase miscellaneous classroom materials/items. Unused moneys shall be carried over into the next school year only. Items will be purchased and paid for in advance by the teacher. Items purchased will be listed on an expense voucher with accompanying receipt/sales slip. Teachers will submit the expense voucher to the district office and will be reimbursed on a monthly warrant.

~~ARTICLE IV - INSTRUCTION~~

~~Section 1~~

~~TEACHERS' RIGHTS, RESPONSIBILITIES & AUTHORITY STUDENT DISCIPLINE~~

Section 4.1 Teachers' Rights, Responsibilities & Authority Student Discipline The board and administration shall support teacher's action in the matter of student discipline when the teacher is acting within the limits of established district policy. Each teacher shall be given a copy of the district policy on student discipline at the beginning of each school year.

~~ARTICLE IV – INSTRUCTION~~

~~Section 2~~

~~ORIENTATION OF TEACHERS~~

Section 4.2 Orientation of Teachers It shall be the responsibility of the District to provide a teacher orientation day for all new teachers within their work year.

~~ARTICLE IV – INSTRUCTION~~

~~Section 3~~

~~CLASS SIZE~~

Section 4.3 Class Size The District shall make every effort to equalize class sizes for the same courses or grade levels. Whenever possible, new pupils will be assigned to classes with the fewest pupils.

The District will, within the constraints of finance, facility, and staff, work to keep class size at the level which best meets the needs of the class or the special needs of students assigned to the class.

The District will work to establish appropriate class sizes in accordance with OSPI recommendations. Should kindergarten through 4th grade class size exceed 20 student average per class, serious consideration will be given to provide paraprofessional help. The number of special needs students in the class will also be considered in determining the appropriate support personnel needed. At the beginning of each school year, kindergarten aide time will be provided; by October 1 the kindergarten teacher(s) will advise the building administrator of the need to continue, discontinue, increase or reassign the aide time for the remainder of the school year. The building administrator will then discuss this with the superintendent.

~~The District shall cause to be employed certificated staff members at or above the funded level of the state, unless the District is in a reduction in staff status due to loss of enrollment and/or lack of funds.~~

~~ARTICLE IV—INSTRUCTION
Section 4
INSTRUCTIONAL AIDES~~

Section 4.4 Instruction Aides All instructional aides shall be under the supervision of the teacher(s) to whom they are assigned. A certificated employee shall be responsible for preparation and instruction when an aide is performing assigned instructional tasks. In the event of unsatisfactory performance on the part of an instructional aide, the certificated employee shall make a report to the principal, who shall arrange a mutually acceptable time to confer with the certificated employee and instructional aide regarding the matter.

~~ARTICLE IV—INSTRUCTION
Section 5
PREPARATION TIME~~

Section 4.5 Preparation Time In the secondary school this preparation period (one class period per full-time classroom teacher) shall be scheduled during the regular instructional day; in the elementary school the preparation time shall be during non-duty recesses, during that part of the lunch period above the 30-minute, duty-free and at the end of the day when the majority of students have left the building. An aide will be provided for all elementary school recesses. In the event of emergency situations a teacher may be required to cover recess duties.

No teacher shall be required to accept a teaching responsibility during his or her preparation time.

Teachers who agree to cover a class for an absent teacher (in-lieu of a substitute) shall be compensated at the rate of \$30.00 per hour or fraction thereof.

~~ARTICLE IV—INSTRUCTION
Section 6
CLASSROOM VISITATION~~

Section 4.6 Classroom Visitation To provide for classroom visitations with the least interruption to the teaching process, the following guidelines are set forth:

- A. All visitors to a school and/or classroom shall obtain the approval of the principal and if the visit is to a classroom, the time will be arranged after the principal has conferred with the teacher.
- C. The teacher shall be given the opportunity to confer with the classroom visitor before and after the visitation.

~~ARTICLE IV – INSTRUCTION~~

~~Section 7~~

~~STAFF DEVELOPMENT AND TRAINING~~

Section 4.7 Staff Development and Training Effective staff development is necessary in providing continuing opportunities for employees. To that end, the District may from time to time authorize employee development activities such as classroom observation or visitation, employee development activities, employee workshops and educational meetings.

During early release days the district or building organizer of events shall seek to begin events/activities no earlier than 1:00 PM as often as reasonable. The District shall also seek to share the location of activities from building to building as often as is practicable and two (2) days will be used for grading purposes. The association president and superintendent will meet in May to set the dates for early-release grading.

The District shall provide \$450 per certificated employee per year, non-cumulative, for employee requested professional development. The building administrator or superintendent must approve the professional development 10 school days in advance.

The District will provide seven hours of curriculum/professional development per certificated employee per year. The hours will be compensated at \$50 per hour. Participation in these hours is voluntary. The time is provided for certificated staff to develop curriculum, serve on curriculum-related committees, and participate in professional development activities related to the instructional program, including IEP meetings and parent-teacher conferences which take place outside of the workday. The building administrator or superintendent must approve the hours and activities 10 school days in advance.

The conditions for credits earned after September 1, 1995 are outlined in the proposed amended section of WAC 392-121-262 (now or as hereafter amended) (Appendix G-1).

Proposed amended section WAC 392-121-280 contains the required documentation for placement on the salary allocation (Appendix G-2).

~~ARTICLE IV – INSTRUCTION~~

~~Section 8~~

~~STUDENT TEACHERS~~

Section 4.8 Student Teachers In those instances where a teacher decides to accept a student teacher in the District, the following guidelines shall apply:

- A. A minimum of two (2) years of teaching experience is required for the supervising teacher.
- B. Neither the supervising teacher nor the student teacher shall be requested to substitute.
- C. The supervising teacher shall be directly compensated by the college or university for his added responsibilities.

Student teachers shall not be required to teach a subject(s) which are not within their field of study.

~~ARTICLE IV—INSTRUCTION~~
~~Section 9~~
~~MENTOR TEACHER PROGRAM~~

Section 4.9 Mentor Teacher Program

PROCESS

The District shall have a Teacher Assistance Program available to certificated staff or the district pursuant to WAC 392-196 and District Policy.

Mentor teachers will be selected, as needed, for beginning or experienced teachers. The District and classroom teachers representing the Association will choose the mentor teachers based on qualifications (defined in WAC 392-196-055), ability, desire, and availability. The district will provide the individual(s) selected with training in mentoring methods as well as possible in-services available that would be of benefit to the mentor.

The building administrator or superintendent, the mentor teacher and the mentored teacher will meet during the first two weeks of the school year and develop a specific mentoring plan. This plan will describe the goals and expectations of the individualized mentoring program including time lines and known training opportunities. During the month of May, the mentor and mentored teachers will provide the building administrator or superintendent with a written, follow-up report, signed by both, outlining the accomplishments of the specific mentoring plan.

The mentor teacher shall receive a supplemental contract with a stipend amount of \$500.00. The mentored teacher shall receive a supplemental contract with a stipend in the amount of \$100.00.

The superintendent will approve all costs in advance, beyond the aforementioned stipends, associated with the Teacher Assistance Program.

The mentor program shall not be used in any way to contribute to or against the District's evaluation process. This does not preclude the fact that teachers placed in this program may be placed on probation and/or non-renewed.

This is not intended to replace administrative evaluation or administrative leadership for educational improvement but rather is intended to improve instruction by supplementing these processes.

~~ARTICLE IV - INSTRUCTION~~

~~Section 10~~

~~ADDITIONAL CLASSES~~

Section 4.10 Additional Classes Upon mutual agreement between the administration and the certificated employee, the employee may teach a class during his/her planning time. In addition to the regular rate of pay, the following sums shall be agreed compensation for the school year: \$5600

~~ARTICLE IV - INSTRUCTION~~

~~SECTION 11~~

~~INDIVIDUAL EDUCATION PLAN (IEP) DEVELOPMENT TIME~~

Section 4.11 Individual Education Plan (IEP) Development Time Each special education teacher will be provided with three (3) days of release time per year to develop student Individual Education Plans (IEPs). The days of release time must be approved by the building administrator or superintendent five (5) school days in advance.

ARTICLE V - GRIEVANCE POLICY

~~SECTION 12~~

Section 5.1 Grievance

Grievances or complaints arising between the District and an individual employee, a group of employees, or the WVEA with respect to the interpretation or application of terms and provisions of employee negotiated contracts shall be resolved in compliance with this article.

GRIEVANCE STEPS

INFORMAL STEP.

The employee shall first discuss the grievance with his immediate supervisor. If the employee wishes, he may be accompanied by a WVEA representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) business days after the occurrence, which caused the grievance, shall be invalid and subject to no further processing. A business day is defined as the 181 teacher days and summer vacation, excluding national and state holidays occurring during summer vacation.

STEP ONE

During the discussion, if the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall, within five (5) business days, 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 been allegedly violated;
and
- C. The remedy sought.

The employee shall submit the written statement of grievances to his immediate supervisor for reconsideration. A copy of the statement shall be submitted to the superintendent and president of the WVEA. The immediate supervisor will have five (5) business days from receipt of the written statement of grievance to respond in writing. If an agreeable disposition is made, all parties to the grievance shall sign it.

STEP TWO

If no settlement has been reached within five (5) business days and the association believes the grievance to be valid, a copy of the employee's written statement and the immediate supervisor's written response shall be submitted within ten (10) business days to the district superintendent. After such submission, the district superintendent will have ten (10) business days from submission of the written statement of grievance to resolve it by indicating on the statement, the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

STEP THREE

If no settlement has been reached within the ten (10) business days referred to in the preceding subsection and the association believes the grievance to be valid, the association may request the grievance be referred to the Board of Directors.

Notice of appeal shall be filed in writing with the chairman of the Board of Directors and a copy sent to the superintendent. The Board of Directors shall meet with the aggrieved person at the next regularly scheduled board meeting for the purpose of resolving the grievance. The employee may be accompanied by a WVEA representative at this meeting. The Board's decision of the grievance shall be rendered by the Board in writing within five (5) business days after the meeting.

EMPLOYEE MAY PROCEED INDEPENDENTLY. An employee who has filed a grievance under this Article V may proceed through Steps 2, 3 and the arbitration process regardless of whether the association believes the grievance to be valid.

STEP FOUR

If no satisfactory solution is reached after the hearing with the Board of Directors, the Association can file a demand for arbitration with the superintendent. The demand must be filed within fifteen (15) business days of the Board's written decision.

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

Neither the district nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which has not been disclosed to the other previously. The arbitration

grievance decision shall be final and binding on both parties. The school district shall within ten (10) business days act in accordance with the recommendation of the arbitrator. The cost of the arbitrator will be split on a 50/50 basis between the WVEA and the District; except when the grievance is not supported by the WVEA. In those instances, the cost of arbitration will be paid by the loser as determined by the arbitrator.

RESTRICTION ON AUTHORITY OF ARBITRATOR

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

DEVIATION FROM PROCEDURE

By agreement of the grievant and the superintendent, STEP 1 of this procedure, or STEP 2 of this procedure, or both STEPS 1 and 2 of the procedure may be bypassed and the grievance initiated at the next step level. Grievances involving the recognized employee organization and grievances involving an administrator above the level of building principal may be initiated at STEP 2 at the sole option of the grievant.

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.

EXCLUSION OF CERTAIN MATTERS

Matters for which another method of review is available shall be excluded from this grievance procedure.

Neither party shall retaliate against any individual employee for taking action under this article.

ARTICLE VI - SALARY

~~Section 1~~

~~FACTOR SCHEDULE AND SALARY SCHEDULE~~

~~**Section 6.1 Salary Schedule** The district is limited per legislative action, LEAP documentation, as to the amount of salary it can pay certificated employees on their base contract.~~

~~The district is committed to allocating in the form of salaries the funds derived from the placement of the staff on the State LEAP schedule.~~

~~Commencing with the 1989 - 90 contract year, the Willapa Valley Salary Schedule will utilize the annually approved State Wide Salary Allocation Schedule as its model.~~

~~This schedule will be designated/titled as The Willapa Valley Certificated Salary schedule is attached and hereby incorporated into this Agreement.~~ (See Appendix H-1).

Educational credit on the salary schedule will be given only when written verification is filed with the district. Credits toward standard certification, graduate programs, or credits earned beyond the 5th year standard certification taken at accredited colleges and universities shall be acceptable to the district as long as they are allowed by the State of Washington for movement on the salary schedule. If required, it will be the responsibility of the employee to present proof that courses are a part of standard certification or a degree program.

The district will accept in service clock hours for advancement on the salary schedule providing they are earned in accordance with the guidelines specified by the Office of Public Instruction ~~Bulletin 9-88 (Appendix H-2)~~ for state reporting on certificated personnel form S-275 ~~(Appendix H-3)~~ and meet the same criteria as credit classes.

The employee's placement on the salary schedule reflects their credits and experience attained at the start of the contract year and there will be no advancement credits accepted after September 25th of the contract year. It is the responsibility of the employee to be sure that all official transcripts have been received in the district office.

New contracts will be issued by October 15th for all employees that have received approved credits and have their required documentation into the district office prior to the required date.

Commencing with the 1990-91 school year, educational placement on the salary schedule will be granted only for credits earned after the granting of the highest degree.

If it is later determined that for any reason the salary amounts exceed that allowed under laws or regulations, the district and association representatives will jointly review the facts and if necessary, revise all association member's contracts and benefits to bring the district into compliance.

INCENTIVE PROGRAM

A committee of teachers to include (1) one primary, (1) one intermediate, (1) one junior high, (1) one high school and administrators will develop the criteria and establish a format for an "incentive program". The district will budget \$3500 to be available for funding a mutual agreed upon program and format.

~~ARTICLE VI – SALARY~~

~~Section 2~~

~~HOLD HARMLESS~~

Section 6.2 Hold Harmless If the district or any of its officials would be in violation of state law or would incur any penalty or decrease in state support as a result of the compensation and benefits provided herein, the excess compensation and/or benefits provided shall be reduced to the maximum amount legally allowable without the district or its officials incurring any penalty or reduction in support. The reduction in compensation shall be made on a prorate basis among all certificated employees who received an increase in compensation under collective bargaining agreements or other contracts entered into on or

after the effective date of Chapter 16, Laws of 1981. Any overpayment may be collected from the employee or offset against future payments as determined by the district.

If a final and binding decision is made declaring the compensation and benefit limitation provisions of Chapter 16, Laws of 1981, or the appropriation act unlawful, provisions of this contract affected by the ruling shall be reopened and the district and the association shall renegotiate the provisions in accordance with the law. A final and binding decision is a final decision of the Supreme Court of the State of Washington or a final decision of the Superior Court, State of Washington in an action in which the school district is a party and which is not appealed within the time permitted by law.

ARTICLE VII - DURATION

~~Section 1~~

Section 1 Duration This agreement shall remain in full force and effective from the first teacher workday of the ~~2016-2017~~ 2019-2010 school year to the day prior to the first teacher workday of the ~~2019-2020~~ 2021-2022 school year.

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This agreement may be opened at any time, when in effect, by mutual consent of both parties. ~~This agreement will be reopened annually to bring salaries and/or benefits into compliance with legally imposed limitations and to implement other legislative actions that would/could affect the terms and conditions of this contract. When reopened annually each party may bring up to three additional items from the contract to the table for bargaining.~~

WVEA NEGOTIATORS

ANN TAYLOR

DATE

TERI LAREW

DATE

TANA ANDERSON

DATE

BRAD DONOVAN

DATE

WVSD NEGOTIATORS

NANCY MORRIS

DATE

SCHOOL BOARD PRESIDENT

TOM WALKER

DATE

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WILLAPA VALLEY EDUCATION ASSOCIATION
ASSIGNMENT OF WAGES FORM

_____ Last Name	_____ Middle Initial	_____ First Name	
_____ Address	_____ State	_____ Zip	_____ Phone Number

TO: Willapa Valley School District

The undersigned, acknowledge that I am a member of the Willapa Valley Education Association an affiliate of the Washington Education Association and the National Education Association. I hereby voluntarily and affirmatively authorize you as my employer to deduct from my salary and to pay to the Washington Education Association membership dues in such amount as the Association may certify as due and owing by me in accordance with its constitution. I agree that this authorization shall continue and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice or revocation is given by me to you and the Willapa Valley Education Association between August 1 and August 31 of any calendar year and further agree that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

Signature

Date

Teacher Evaluation Criteria Descriptors (WAC 392-191A-060)

1. **Centering Instruction on High Expectations for Student Achievement:** the teacher communicates high expectations for student learning.
2. **Demonstrating Effective Teaching Practices:** the teacher uses research-based instructional practices to meet the needs of all students.
3. **Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs:** the teacher acquires and uses specific knowledge about students' cultural, individual, intellectual and social development and uses that knowledge to adjust their practice by employing strategies that advance student learning. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.
4. **Providing Clear and Intentional Focus on Subject Matter Content and Curriculum:** the teacher uses content area knowledge, learning standards, appropriate pedagogy and resources to design and deliver curricula and instruction to impact student learning.
5. **Fostering and Managing a Safe, Positive Learning Environment:** the teacher fosters and manages a safe and inclusive learning environment that takes into account: physical, emotional, and intellectual well-being of students.
6. **Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning:** the teacher uses multiple data elements (both formative and summative) to plan, inform and adjust instruction, and evaluate student learning. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.
7. **Communicating and Collaborating with Parents an the School Community:** the teacher communicates and collaborates with students, families and all educational stakeholders in an ethical and professional manner to promote student learning.
8. **Exhibiting Collaborative and Collegial Practices Focused on Improving Instructional Practice and Student Learning:** the teacher participates collaboratively in the educational community to improve instruction, advance the knowledge and practice of teaching as a profession, and ultimately impact student learning. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.

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PROFESSIONAL GROWTH PROGRAM

Name _____ School _____
Grade Level _____ Evaluator _____
School Year _____ Date _____

Instructions: In completing this form, reference should be made to the relevant section of the collective bargaining agreement between WVEA and Willapa Valley Schools.

A. Area of Need: [One or more of the following sources should be considered; (1) Peer review and evaluation; (2) Input by parents; (3) Input by students; (4) Personal/professional goals; (5) School district goals; (6) Building goals; (7) Self-assessment; (8) Personal academic records; and (9) School District observations and evaluation.]

B. Professional Growth Goals:

C. Activities and Timeline:

Activities: (These could include, but are not limited to, workshop attendance, school visitation, peer coaching, curriculum development, guest speakers, planning time, professional library, etc.)

Timeline: (Consideration may be given, but is not limited to, use of the optional and release days.)

D. Procedure for Determining Accomplishment of Goals:

E. District Resources and Assistance Needed:

F. Other Comments:

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Professional Growth Option
Verification Form

- A. A planning worksheet was completed. Activities and progress toward goal attainment were verified.
- B. This staff member's overall performance has been satisfactory and has met statutory requirements.

Goals for the year:

Progress/Indicators:

Date _____ Staff Member _____

Date _____ Principal _____

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CERTIFICATED SUPPORT PERSONNEL CRITERIA

Criterion 1 - Knowledge and Scholarship in Special Field

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He or she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12 and demonstrates the ability to integrate the area of specialty into the total school milieu.

Criterion 2 - Specialized Skills

Each certificated support person demonstrates in his or her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

Criterion 3 - Management of Special and Technical Environment

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

Criterion 4 - Support Person as a Professional

Each certificated support person demonstrates awareness of his or her limitation and strengths and demonstrates continued professional growth.

Criterion 5 - Involvement in Assisting Pupils, Parents, and Education Personnel

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

NEW TEACHER PRINCIPAL EVALUATION PROCEDURES

Policy

It is the Board's policy to meet the terms of RCW 28A.405.100, and Chapter 392-191A WAC as the School District implements an evaluation system for certificated classroom teachers. The Superintendent is directed to prepare procedures for implementing this Policy.

Teachers will be evaluated on these 8 criteria:

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 the school community
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

Procedure**Comprehensive**

All classroom teachers shall be observed at least twice each school year in the performance of assigned duties for at least sixty minutes during each school year, plus at least two opportunities for confidential conferences with his or her immediate supervisor.

Comprehensive (Provisional)

Districts must *observe* new employees for at least thirty minutes during the first ninety calendar days of the new employee's employment period. No summative score is required.

Provisional (3rd year)

Observe at least three times in the performance of assigned duties for at least ninety minutes during the school year.

Focused

Observe at least twice each school year for at least sixty minutes in performance of duties related to the selected Focused criterion. (*Observation is required for a focused evaluation only if the evaluation is on an observable criterion.*)

2. Definitions: Consistent with the definitions set forth in WAC 392-191A-030, the School Board determines the following:

- A. The definition of "certificated classroom teacher" shall include only the following positions: K-12 certificated teachers.

B. The definition of “certificated support personnel” shall include only the following positions: None.

3. Criterion Scoring: Criterion scores shall be based on the four level rating descriptors specified in RCW 28A.405.100 and Chapter 392-191A WAC. Criterion scores will be determined by analysis of evidence gathered and an overall summative score shall be derived consistent with the process set forth in Chapter 392-191A WAC.

4. Student Growth Data: Consistent with RCW 28A.405.100 and WAC 392-191A-060, student growth data will be a substantial factor in evaluating the summative performance of certificated classroom teachers for the following three evaluation criteria: Recognizing individual student learning needs and developing strategies to address those needs; Using multiple student data elements to modify instruction and improve student learning; and Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

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RCW 28A.405.210

~~Conditions and contracts of employment—Determination of probable cause for non-renewal of contracts—Non-renewal due to enrollment decline or revenue loss—Notice—Opportunity for hearing—No teacher, principal, supervisor, superintendent or other certificated employee, holding a position as such with a school district, hereinafter referred to as "employee", shall be employed except by written order of a majority of the directors of the district at a regular or special meeting thereof, nor unless he is the holder of an effective teacher's certificate or other certificate required by law or the state board of education for the position for which the employee is employed.~~

~~The board shall make with each employee employed by it a written contract, which shall be in conformity with the laws of this state, and except as otherwise provided by law, limited to a term of not more than one year. Each such contract shall be made in duplicate, one copy to be retained by the school district superintendent or secretary and one copy to be delivered to the employee. No contract shall be offered by any board for the employment of any employee who has previously signed an employment contract for that same term in another school district of the state of Washington unless such employee shall have been released from his or her obligations under such previous contract by the board of directors of the school district to which he or she was obligated. Any contract signed in violation of this provision shall be void.~~

~~In the event it is determined that there is probable cause or causes that the employment contract of an employee should not be renewed by the district for the next ensuing term such employee shall be notified in writing on or before May 15th preceding the commencement of such term of that determination, which notification shall specify the cause or causes for non-renewal of contract. Such determination of probable cause for certificated employees, other than the superintendent, shall be made by the superintendent. Such notice shall be served upon the employee personally, or by certified or registered mail, or by leaving a copy of the notice at the house of his or her usual abode with some person of suitable age and discretion then resident therein.~~

~~Every such employee so notified, at his or her request made in writing and filed with the~~

~~president, chair or secretary of the board of directors of the district within ten days after receiving such notice, shall be granted opportunity for hearing pursuant to RCW 28A.405.310 to determine whether there is sufficient cause or causes for non-renewal of contract: PROVIDED, that any employee receiving notice of non-renewal of contract due to an enrollment decline or loss of revenue may, in his or her request for a hearing, stipulate that initiation of the arrangements for a hearing officer as provided for by RCW 28A.405.310(4) shall occur within ten days following July 15 rather than the day that the employee submits the request for a hearing. If any such notification or opportunity for a hearing is not timely given, the employee entitled thereto shall be conclusively presumed to have been reemployed by the district for the next ensuing term upon contractual terms identical with those which would have prevailed if his or her employment had actually been renewed by the board of directors for such ensuing term. This section shall not be applicable to "provisional employees" as so designated in RCW 28A.405.220; transfer to a subordinate certificated position as that procedure is set for in RCW 28A.405.230 shall not be construed as a non-renewal of contract for the purposes of this section.~~

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~~RCW28A.405.220~~

~~Conditions and contracts of employment—Non-renewal of provisional employees—Procedure.—Notwithstanding the provisions of RCW 28A.405.210, every person employed by a school district in a teaching or other non-supervisory certificated position shall be subject to non-renewal of employment contract as provided in this section during the first two years of employment by such district, unless the employee has previously completed at least two years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to non-renewal of employment contract pursuant to this section during the first year of employment with the new district. Employees as defined in this section shall hereinafter be referred to as "provisional employees".~~

~~In the event the superintendent of the school district determines that the employment contract of any provisional employee should not be renewed by the district for the next ensuing term such provisional employee shall be notified thereof in writing on or before May 15th preceding the commencement of such school term, which notification shall state the reason or reasons for such determination. Such notice shall be served upon the provisional employee personally, or by certified or registered mail, or by leaving a copy of the notice at the place of his or her usual abode with some person of suitable age and discretion then resident therein. The determination of the superintendent shall be subject to the evaluation requirements of RCW 28A.405.100.~~

~~Every such provisional employee so notified, shall be given the opportunity to meet informally with the superintendent for the purpose of requesting the superintendent to reconsider his or her decision. The request shall be made in writing and filed with the superintendent of the district within ten days after receiving such notice. Such meeting shall be held no later than ten days following the receipt of such request, and the provisional employee shall be given written notice of the date, time and place of meeting at least three days prior thereto. At such meeting the provisional employee shall be given the opportunity to refute any facts upon which the superintendent's determination was based and to make any argument in support of his or her request for reconsideration.~~

~~Within ten (10) days following the meeting with the provisional employee, the superintendent shall either reinstate the provisional employee or shall submit~~

~~to the school district board of directors for consideration at its next regular meeting a written report recommending that the employment contract of the provisional employee be non-renewed and stating the reason or reasons therefore. A copy of such report shall be delivered to the provisional employee at least three days prior to the scheduled meeting of the board of directors. In taking action upon the recommendation of the superintendent, the board of directors shall consider any written communication which the provisional employee may file with the secretary of the board at any time prior to that meeting.~~

~~The Board of Directors shall notify the provisional employee in writing of its final decision within ten days following the meeting at which the superintendent's recommendation was considered. The decision of the board of directors to non-renew the contract of a provisional employee shall be final and not subject to appeal.~~

~~This section applies to any person employed by a school district in a teaching or other non-supervisory certificated position after June 25, 1976. This section provides the exclusive means for non-renewing the employment contract of a provisional employee and no other provision of law shall be applicable thereto, including, without limitation, RCW 28A.405.210 and chapter 28A.645 RCW.~~

APPENDIX D-1

WILLAPA VALLEY SCHOOL DISTRICT #160
CERTIFICATED EMPLOYEE CONTRACT 20__ - 20__,

IT IS HEREBY AGREED by and between the Board of Directors of Willapa Valley School District, No.160 of Pacific County, Washington, hereinafter referred to as the "District" and hereinafter referred to as the "Employee," that said Employee shall perform assigned professional services as _____ in the public schools of the said District and perform such duties as are prescribed by the laws of the State of Washington and by the policies, rules, and regulations of the said District. Said Employee shall be subject to assignment or reassignment of duties by the superintendent of schools of said District subject to the limitations specified by statute.

Said employment is for the _____ school year as designated in the official school calendar, subject to Board declared emergencies, which shall include not more than _____ **days of service**, exclusive of holidays and authorized vacations.

In consideration for the faithful performance of assigned duties, the Employee shall receive an annual salary of \$ _____.

Said salary is based upon placement on the salary schedule determined from information supplied by the Employee and is subject to change if (1) an official transcript of the record of preparation or (2) verification of experience evidences that the grade or step placement is incorrect. Said salary is computed on the **basis of _____ contract days** for regular employees for the school year. If the number of contract days specified for the Employee is less than that of a regular employee, the annual salary shall be prorated.

This contract shall be subject to the terms and conditions of any agreement between the District and the organization certified as the negotiating representative for the certificated personnel employed by the Board.

This contract does not become effective until said Employee registers with the District Superintendent's office (1) a valid teaching certificate, (2) valid health certificate, (3) an official transcript of preparation, (4) an official verification of experience, and (5) any other required credential.

This contract is offered for acceptance by the Employee only on the terms stated herein on or before _____. If it is not signed by the Employee and returned to the Office of the Superintendent on or before the date indicated, the Board will consider the Employee's failure to act as a rejection of the contract and a waiver of any right of employment with the District. If the Employee returns the contract after the date indicated, the Board will consider it an offer by the Employee to contract and may accept the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a rejection by the Employee of the offer to contract.

BY ORDER OF THE BOARD OF DIRECTORS

Employee Signature

Date

Superintendent's Signature

Date

Contracts are issued in duplicate. Sign and return original to District Office. The Willapa Valley School District #160 complies with all State and Federal rules and regulations and does not discriminate on the basis of race, color, national origin, sex or handicap. Application of qualified minority educators, women and handicapped persons is encouraged. This holds true for all district employment and opportunities. Inquires regarding compliance and/or grievance procedures may be directed to the district's Title IX/RCW 28A.640 Officer or Section 504 Coordinator, Jay Pearson.

Willapa Valley School District Confidential Document

WILLAPA VALLEY SCHOOL DISTRICT

PROVISIONAL CERTIFICATED EMPLOYEE CONTRACT
~~(FIRST AND SECOND YEAR EMPLOYEE OF THE DISTRICT)~~

IT IS HEREBY AGREED by and between the Board of Directors of Willapa Valley School District No. 160 of Pacific County, Washington, hereinafter referred to as the District and _____, hereinafter referred to as the Provisional Employee, that the Provisional Employee shall be employed as a provisional certified employee by the District and that the said Provisional Employee shall perform assigned professional services as _____ Teacher in the public school of the said district and perform such duties as are prescribed by the laws of the State of Washington and by the policies, rules and regulations of the said District. Said Provision Employee shall be subject to the limitations specified by statute.

Said employment is for the _____ school year as designated in the official school calendar, subject to Board declared emergencies, which shall include not more than _____ days of service, exclusive of holidays and authorized vacations.

In consideration for the faithful performance of assigned duties, the Provisional Employee shall receive an annual salary of _____. Said salary is based upon placement on the Willapa Valley Salary Schedule determined from information supplies by the Provisional Employee and is subject to change if (1) an official transcript of the record of preparation or (2) verification of experience evidences that the grade or step placement is incorrect. Said salary is computed on the basis of _____ contract days for regular employees for the school year. If the number of contract days specified for this Provisional Employee is less than that of a regular employee, the annual salary shall be prorated.

This contract does not become effective until said Provisional Employee registers with the District Superintendent's office (1) a valid teaching certificate, (2) an official transcript of preparation, (3) an official verification of experience, (4) a successful fingerprint/background check and (5) any other required credentials.

BY ORDER OF THE BOARD OF DIRECTORS

PROVISIONAL EMPLOYEE'S SIGNATURE
SIGNATURE

SUPERINTENDENT

DATE SIGNED
OFFICE

DATE RECEIVED IN DISTRICT

The Willapa Valley School District #160 complies with all State and Federal rules and regulations and does not discriminate on the basis of race, color, national origin, sex or handicap. Application of qualified minority educators, women and handicapped persons is encouraged. This holds true for all district employment and opportunities. Inquires regarding compliance and/or grievance procedures may be directed to the district's Title

IX/RCW 28A.640 Nancy Morris PO Box 128, Menlo, WA. 98561. (360) 942-5855 or
Section 504 Coordinator, Jay Pearson, P.O. Box 56, Menlo, WA. 98561 (360) 942-5855.

Please sign the contract and return to the district office. When the superintendent signs the
contract, a copy will be returned to the Provisional Employee.

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SUPPLEMENTAL EMPLOYMENT CONTRACT

WILLAPA VALLEY SCHOOL DISTRICT NO 160, Pacific County, Washington (party of the first part) and _____ (party of the second part) affecting the contract year _____. The School District agrees to pay for performing the following services:

TOTAL AMOUNT: _____

This contract, relating to interscholastic or other special services is covered by RCW28A.405.210 may be canceled by the school district by written notice to the employee.

AGREED

Superintendent of Schools
Willapa Valley School District #160

Employee

Date

The Willapa Valley School District #160 complies with all state and federal rules and regulations and does not discriminate on the basis of race, color, national origin, sex or handicap. This holds true for all district employment and opportunities. Inquiries regarding compliance and/or grievance procedures may be directed to the school district's Title IX/RCW 28A.640 Officer and/or Section 504 Coordinator, Jay Pearson, at P.O. Box 128, Menlo, WA 98561; Phone 360-942-5855.

APPENDIX F-1

SHARED LEAVE

~~Employees are granted the right to donate sick leave to come to the aid of another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.~~

~~An employee who has an accrued sick leave balance of more than sixty (60) days is allowed to transfer sick leave to another employee as specified above.~~

~~Employees are allowed to grant up to six (6) days during any twelve (12) month period.~~

~~Employees cannot donate sick leave days that would result in his/her sick leave account going below sixty (60) days.~~

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~~SICK LEAVE BUY BACK~~

~~Employees may cash in unused sick leave days after the accumulation of sixty (60) days at a ratio of one full day monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash out their unused sick leave day in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal of one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month.~~

~~At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury.~~

~~If legal, staff may have money from sick leave buy back placed in a TSA. Individuals may sign up with a provider already servicing the district, however, before the district will add new providers a minimum of five staff people need to be signed up with that individual provider.~~

~~Annual Sick Leave Conversion~~

~~Eligibility for participation on an annual basis is limited to employees who have accumulated 60 days of unused sick leave. To be eligible during the term of this agreement, an employee must have accumulated at least 60 days of unused sick leave as of the effective date of this agreement.~~

~~The parties agree that the Plan shall cover (mark one):~~

~~() Retirement Sick Leave Conversion Benefits only.~~

~~() Both Retirement and Annual Sick Leave Conversion Benefits.~~

~~The term of this agreement shall be in accordance with the 94-95 WVEA Negotiated Agreement. —~~

~~SABBATICAL LEAVE~~

~~The district may grant sabbatical leave of absence for study and/or research upon application by certificated staff, the recommendation of the superintendent, and approval by the board, provided such a leave shall serve the best interest of the district and is within the fiscal parameters of the district. The district shall declare its intention by February 1. Certificated staff shall be eligible for sabbatical leave for study or research. Sabbatical leave shall be granted according to the following stipulations:~~

- ~~A. — Years to Qualify: Staff shall have served 3 or more continuous years in the district.~~
- ~~B. — Limit on Number: A sabbatical leave may be granted up to one full year to one certificated staff of the district in any one year.~~
- ~~C. — Application Deadline: Applications for sabbatical leave shall be filed with the superintendent not later than January 1, prior to the school year for which it is requested. The board may, at its discretion, extend this deadline.~~
- ~~D. — Proposed Plan to Accompany Application: A proposed plan of study or research to which the time spent on leave shall be devoted must accompany the application.~~
- ~~E. — Criteria for Evaluation of Application: Applications shall be evaluated on the following three criteria:
 - ~~1. — The merit of the proposed plan of student or research and its relationship of service to the district in terms of the individual's professional background.~~
 - ~~2. — Proportionate representation of the different levels of district schools, such as elementary, junior/senior high school and administration.~~
 - ~~3. — Seniority shall be considered.~~~~
- ~~F. — Final Approval by Board: Applications approved by the superintendent shall be presented to the board for final approval. Once approved by the board any change of sabbatical plan shall be~~

presented in writing and approved by the superintendent in advance of the leave.

- ~~G. — Scholarship for Study or Research: — Should the staff member who is granted a sabbatical leave receive a scholarship during the same year as the sabbatical, the total compensation from the two sources shall not exceed the salary he or she would receive if under regular contract with the district for full time service.~~
- ~~H. — Stipend for Study or Research: — A staff member on sabbatical leave for study or research shall receive a stipend of fifty percent (50%) of the district base salary unless this sum is reduced as a result of section G above. The stipend shall be paid in ten or twelve payments at the option of the applicant. All regular salary deductions shall be made.~~
- ~~I. — Stipend Considered a Loan: — The stipend received is a loan. Should a staff member on sabbatical leave fail to return to the district, he or she shall then repay the loan within two (2) years at the interest rate of nine (9) percent or at the rate provided in RCW 19.52.010, whichever is greater.~~
- ~~J. — Cancellation of Loan: — The stipend shall be canceled in the following manner upon the return of the staff to the district.
 - ~~1. — One half of the total loan shall be canceled after the first year's service in the district.~~
 - ~~2. — The remaining one half of the loan shall be canceled after the second year's service in the district.~~~~
- ~~K. — Maintenance of Tenure and Salary standing: — A staff member granted sabbatical leave shall maintain standing in tenure and salary.~~
- ~~L. — Limit on Other Employment: — A staff member on sabbatical leave for study or research shall not seek employment for compensation during the period of employment for compensation during the period of sabbatical other than to supplement sabbatical leave income in carrying out the approved program. Such employment must be approved by the superintendent and the board and, when combined with the sabbatical stipend, shall not exceed the salary he or she~~

would receive if under regular contract with the district for full time service.

- M. Report Required Upon return: Within 30 days of a staff member's return from sabbatical leave, the staff member shall file with the superintendent a report giving the substance of the program of study or research in which he or she is engaged, indicating the value which he or she believes grew out of the experience. If the staff member was employed for compensation during the program full details of the employment and income should be included in this report.
- N. Return to Original Position: An effort shall be made to replace a certificated staff member returning from sabbatical leave in his or her original position or be assigned an appropriate/comparable position.

Willapa Valley School District Confidential Draft

APPENDIX G-1

- “A. At the time credits are recognized by the school district the content of the course must meet at least one of the following:
1. It is consistent with the school district’s strategic plan for improving student learning;
 2. It is consistent with a school-based plan for improving student learning developed under student learning improvement block grants for the school in which the individual is assigned;
 3. It pertains to the individual’s current assignment or expected assignment for the following school year;
 4. It is necessary for obtaining endorsement as prescribed by the state board of education;
 5. It is specifically required for obtaining advanced levels of certification; or
 6. It is included in a college or university degree program that pertains to the individual’s current assignment or potential future assignment as a certificated instructional staff of the school district, where the potential of the future assignment is agreed upon by the school district and the individual;
- B. Credits which have been determined to meet one or more of the criteria in (1) of this section shall continue to be recognized in subsequent school years and by subsequent school district employers; and
- C. Credits not recognized in a school year may be recognized in a subsequent school year if there is a change in the qualifying criteria such as a change in state board of education rules, a change in the district’s strategic plan, a change in the school-based plan for the school in which the individual is assigned, a change in the individual’s assignment or a change in the individual’s employer.”

APPENDIX G-2

"(2) (d) and (3) (d) For credits earned after September 1, 1995, districts shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district representative and must be available to the employee's future employers."

Willapa Valley School District Confidential Draft

APPENDIX H-1**Page 1**

2018-19 Willapa Valley CIS Salary Schedule

	BA+0	BA +15	BA +30	BA +45	BA+90	MA0	MA+45	MA +90 or PhD
0	\$ 45,801	\$ 47,034	\$ 48,312	\$ 49,592	\$ 53,700	\$ 56,346	\$ 58,990	\$ 61,639
1	\$ 46,735	\$ 47,993	\$ 49,297	\$ 50,604	\$ 54,796	\$ 57,496	\$60,194	\$ 62,897
2	\$47,688	\$ 48,972	\$50,303	\$ 51,636	\$ 55,914	\$ 58,670	\$ 61,423	\$ 64,182
3	\$ 48,660	\$49,971	\$ 51,329	\$ 52,689	\$ 57,055	\$ 59,867	\$ 62,677	\$ 65,492
4	\$ 49,653	\$50,990	\$ 52,376	\$53,764	\$ 58,220	\$ 61,089	\$ 63,957	\$ 66,830
5	\$ 50,665	\$ 52,030	\$ 53,445	\$ 54,861	\$ 59,408	\$ 62,336	\$ 65,263	\$ 68,195
6	\$ 51,699	\$ 53,092	\$ 54,535	\$ 55,981	\$ 60,621	\$ 63,609	\$ 66,596	\$ 69,588
7	\$ 52,754	\$ 54,175	\$ 55,648	\$ 57,123	\$ 61,858	\$ 64,908	\$ 67,956	\$ 71,009
8	\$ 53,830	\$ 55,280	\$ 56,784	\$ 58,289	\$ 63,121	\$ 66,234	\$ 69,344	\$ 72,460
9	\$ 54,928	\$ 56,408	\$ 57,942	\$ 59,479	\$ 64,410	\$ 67,586	\$ 70,760	\$ 73,940
10	\$ 56,049	\$ 57,560	\$ 59,125	\$ 60,693	\$ 65,725	\$ 68,967	\$ 72,206	\$ 75,450
11	\$ 57,193	\$ 58,734	\$ 60,332	\$ 61,932	\$ 67,068	\$ 70,375	\$ 73,681	\$ 76,992
12	\$ 58,360	\$ 59,933	\$ 61,564	\$ 63,197	\$ 68,437	\$ 71,813	\$ 75,186	\$ 78,565
13	\$ 59,552	\$ 61,157	\$ 62,821	\$ 64,487	\$ 69,835	\$ 73,280	\$ 76,722	\$ 80,171
14	\$ 60,767	\$ 62,405	\$ 64,103	\$ 65,804	\$ 71,262	\$ 74,777	\$ 78,290	\$ 81,809
15	\$ 62,008	\$ 63,680	\$ 65,412	\$ 67,148	\$ 72,717	\$ 76,305	\$ 79,890	\$ 83,481
16	\$ 63,274	\$ 64,980	\$ 66,748	\$ 68,519	\$ 74,203	\$ 77,864	\$ 81,522	\$ 85,187

APPENDIX H-1

2018-19 Willapa Valley CIS Salary Schedule with TRI Included

	BA+0	BA +15	BA +30	BA +45	BA+90	MA0	MA+45	MA +90 or PhD
0	\$47,005	\$48,245	\$49,530	\$50,818	\$54,948	\$57,609	\$60,268	\$62,931
1	\$47,944	\$49,210	\$50,521	\$51,835	\$56,050	\$58,765	\$61,479	\$64,197
2	\$48,903	\$50,194	\$51,532	\$52,873	\$57,175	\$59,945	\$62,714	\$65,488
3	\$49,881	\$51,198	\$52,564	\$53,932	\$58,322	\$61,150	\$63,975	\$66,806
4	\$50,878	\$52,223	\$53,617	\$55,013	\$59,493	\$62,379	\$65,262	\$68,151
5	\$51,897	\$53,269	\$54,691	\$56,116	\$60,688	\$63,633	\$66,575	\$69,524
6	\$52,936	\$54,336	\$55,788	\$57,242	\$61,907	\$64,913	\$67,916	\$70,924
7	\$53,997	\$55,426	\$56,907	\$58,391	\$63,152	\$66,219	\$69,283	\$72,353
8	\$55,079	\$56,537	\$58,049	\$59,563	\$64,422	\$67,552	\$70,679	\$73,812
9	\$56,183	\$57,672	\$59,214	\$60,759	\$65,718	\$68,912	\$72,103	\$75,301
10	\$57,311	\$58,829	\$60,404	\$61,980	\$67,040	\$70,300	\$73,557	\$76,820
11	\$58,461	\$60,011	\$61,617	\$63,226	\$68,390	\$71,716	\$75,040	\$78,370
12	\$59,635	\$61,216	\$62,856	\$64,498	\$69,768	\$73,162	\$76,554	\$79,952
13	\$60,833	\$62,447	\$64,120	\$65,795	\$71,173	\$74,637	\$78,098	\$81,566
14	\$62,055	\$63,702	\$65,410	\$67,120	\$72,608	\$76,142	\$79,675	\$83,214
15	\$63,302	\$64,983	\$66,726	\$68,471	\$74,071	\$77,679	\$81,283	\$84,895
16	\$64,576	\$66,291	\$68,069	\$69,850	\$75,565	\$79,247	\$82,925	\$86,611

TRI Included:

2 Mandatory Day (per diem)

2 Opt. Days at \$300 per day

7 Curriculum Hours at \$50 per hour