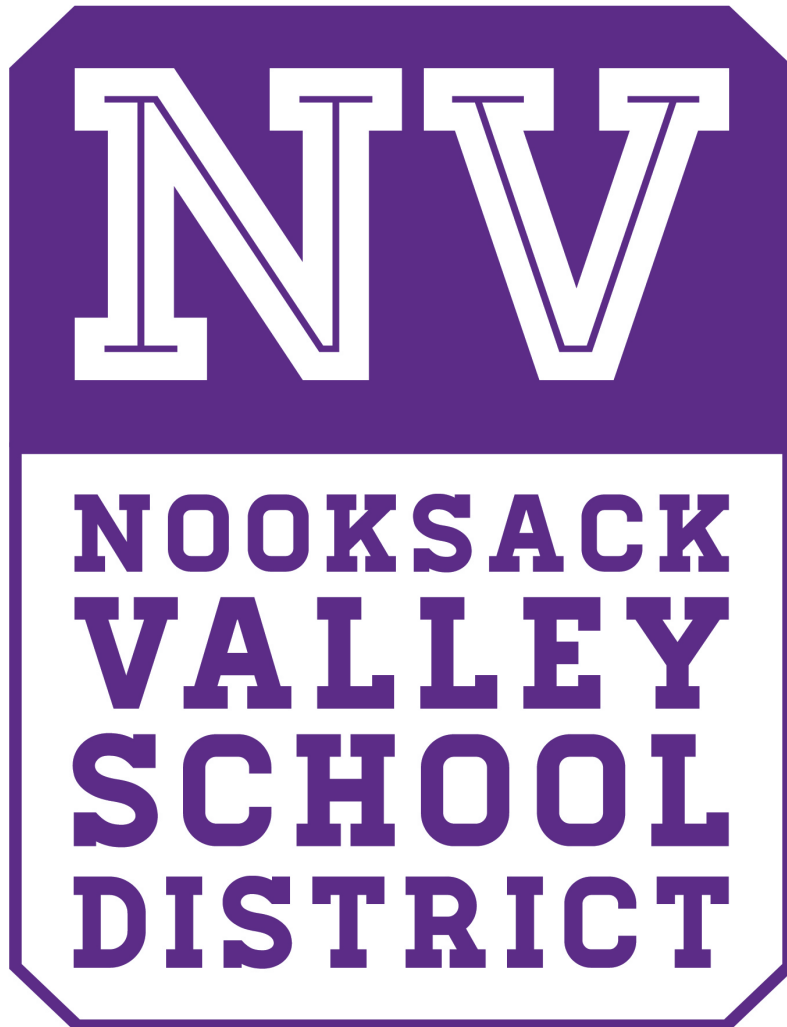


NOOKSACK VALLEY



2021-2022 & 2022-2023
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
NOOKSACK VALLEY SCHOOL DISTRICT
AND THE
NOOKSACK VALLEY EDUCATION ASSOCIATION

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PREAMBLE

This Agreement is entered this 1st day of September 2021, by and between the Nooksack Valley School District #506, County of Whatcom, and the Nooksack Valley Education Association.

ARTICLE I
RECOGNITION AND DEFINITIONS

SECTION 1
RECOGNITION

The District recognizes the Nooksack Valley Education Association as the representative for all contracted certificated staff employed by the District, whether on contract or on leaves of absences, excluding the Superintendent, all other central office personnel, principals, vice-principals and other administrators.

SECTION 2
DEFINITION

Unless the context in which they are used clearly requires otherwise, when used in this agreement:

The term "Agreement" shall mean this entire 2021-2022 contract and to include through the 2022-2023 school year.

The term "Association" shall mean the Nooksack Valley Education Association.

The term "Board" shall mean the Board of Directors of the Nooksack Valley School District Number 506.

The term "District" shall mean the Nooksack Valley School District Number 506.

The term "WEA" shall mean the Washington Education Association.

The term "NEA" shall mean the National Education Association.

The term "employee" shall refer to all certificated employees, e.g., teachers, counselors, librarians, psychologists, etc., represented by the Association as defined in Article I – Section 1.

The term "Act" shall mean the Educational Employment Relations Act, codified as Chapter 41.59 RCW.

The term "day" shall mean "working day".

The words incorporated into this Agreement shall be interpreted to assume their common usage meaning unless the parties specifically intended otherwise and identified another meaning by so interpreting said word or clause specifically in the context of its use.

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both the masculine and feminine and words denoting number include both the singular and plural.

ARTICLE II
STATUS AND ADMINISTRATION OF AGREEMENT

SECTION 1
RATIFICATION AND MUTUAL CONSENT

This Agreement shall be ratified by the Board and the Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of both parties.

It shall become effective in accordance with the duration of the contract herein.

SECTION 2
RELATIONSHIP TO EXISTING POLICIES AND PROCEDURES

This Agreement shall supersede any rules, regulations, policies or practices of the District which shall be contract to or inconsistent with its terms.

Existing rules, regulations, policies or practices of the District not in conflict with this Agreement shall remain in full force.

SECTION 3
CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement or any application of this Agreement to any teacher or groups of teachers covered hereby shall be found contrary to the law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.

SECTION 4
AGREEMENT

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

This Agreement may be re-opened for negotiations by mutual consent of the parties. Requests to re-open the contract to negotiate will be submitted in writing with the specific subject(s) to be considered at least one week prior to the first requested negotiations session.

The length of this contract will be from September 1, 2021, through August 31, 2023.

- Contract days will total 183 days.
- The district agrees to consult with building staff annually regarding the use of district/building directed time.

Professional Responsibilities and District Directed hours

The base employee contracted year shall be one hundred eighty – three (183) days. In addition, the following professional responsibilities are also included in the base salary.

1. Two hundred fifty-three (253) supplemental hours, formerly in the contract as “TRI pay”, are now included in the base salary schedule. These responsibilities are to advance student learning in the school district, and they recognize that employees provide a professional level of service which may include;
 - preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction.
 - building activities outside of the workday, parent education nights, school and community functions, and concerts;
 - self-reflection, goal setting, and related professional growth activities such as workshops, classes, conferences, seminars or research projects;
 - grade level, department, building, job-alike processes, and activities;
 - fulfillment of basic contract expectations that may fall outside the regular workday such as the planning of instruction and curriculum, the evaluation of student work, the preparation of student assessments, the preparation of summative progress and grade reports for timely distribution, IEP and Section 504 meetings, and communicating with parents and students; and
 - Up to two school events such as, open houses or curriculum nights.

2. Three (3) additional days (or 21 hours) will be District Directed and provided through timesheets, included in these three (3) days are:

Flexible 7 hours of DD: An additional 7 hours (for a total of 6 days/24 hours) are designated as flexible time used for Professional Learning Community Meetings/Collaboration. These should be submitted once all 7 hours have been completed by the employee. The time and date of these hours should be submitted for Principal’s review prior to scheduling the PLC/ Collaboration time.

(Note: In the event of a double Enrichment Levy failure these days will be canceled during the school year following that failure and be reinstated upon passage of the levy).

2021-22

- District directed hours paid at employees Per Diem Rate
- Base rate is the 2021-22 Salary Schedule base rate
- Supplemental Contracts paid at Employee’s Per Diem Rate

SECTION 5 **LIMITATIONS**

If any section of the Agreement on its application to any person or circumstances is held invalid, the remainder of the sections and their application to other persons or Circumstances are not affected.

SECTION 6 **DISTRIBUTION OF AGREEMENT**

Within forty (40) working days following the signing of this Agreement, the District shall print and distribute copies of this Agreement to all teachers. The cost for printing the Agreement distributed to certificated personnel shall be borne equally by the Parties; however, any additional copies requested by the Association shall be paid for by the Association. The format and process for printing shall be mutually established by the parties.

SECTION 7
WORK STOPPAGE

It is agreed that the NVEA will not call or participate in a work stoppage (strike) or slowdown of the educational process during the duration of this Agreement.

ARTICLE III
ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

SECTION 1
MEMBERSHIP

Each employee subject to this Agreement shall have and shall be protected in the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining, negotiations, mutual aid, and protection or institution of grievance proceedings under this Agreement without fear of penalty or reprisal.

The District shall deduct dues as designated by the Association from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Washington Education Association (WEA) on a monthly basis. In the event of an error, correction will be made in the following month's transmittal. The District shall be absolved by the Association of responsibility for accuracy and accounting of Association dues and/or assessments. Additionally, individual employees shall provide a signature card authorizing payroll deductions and shall not hold the District responsible for errors caused by inaccurate and/or inadequate information provided by the employee.

Payroll deduction shall also be available for those employees belonging to WEA-PAC and the NEA Fund for Children and Public Education.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee.

SECTION 2
INDIVIDUAL RIGHTS

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive but are in addition to those provided elsewhere.

There shall be no discipline or discrimination with respect to the employment of, or application of this Agreement to, any person because of such person's age, sex, marital status, race, creed, color, national origin, political activity or lack thereof, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular teacher involved.

The private and personal life of any teacher shall become the appropriate concern of the Board if said behavior

negatively affects the employee's ability to perform his/her employment obligations or is in violation of law. No action shall be taken without notifying the association of the planned action.

SECTION 3 TEACHER RIGHTS

Upon request, a teacher shall be entitled to have a representative of the Association present during any disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

Any complaint made against a teacher by any parent, student, or other person will be called to the attention of the teacher, in writing, within five (5) working days. Any complaint not called to the attention of the teacher may not be used as the basis for any disciplinary action against the teacher.

SECTION 4 PERSONNEL FILE

Teachers or former teachers shall upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as employment references transmitted by the District. Upon request, a copy of any documents contained therein shall be afforded the teacher at District expense. No secret, duplicate, alternate or other personnel file shall be kept apart from the teacher's personnel file, which shall not be open for inspection by the teacher.

Any NVEA member, at the teacher's request, may be present at this review.

Any derogatory material not shown to a teacher shall not be placed in the personnel file or allowed as evidence in any grievance or in any disciplinary action against such teacher.

The teacher shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.

Derogatory statements from non-professional sources shall not be included in the personnel file.

SECTION 5 PROFESSIONAL RIGHTS AND RESPONSIBILITIES

In discussing controversial issues, the teacher will encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, the teacher will respect positions other than his/her own. Every effort will be made to affect a balance of biases, divergent points of view and opportunity for exploration by the students into all sides of the issue. Students will be encouraged to independently reach their own conclusions regarding controversial issues.

SECTION 6
ACCESS

Duly authorized representatives of the Association shall be permitted to transact official Association business, with permission of the building principal, on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

The District will provide the Association reasonable access to new employees of the bargaining unit for the purpose of presenting information about their exclusive bargaining representative to the new employees. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association. It is understood that new employees will be compensated for this time.

SECTION 7
EQUIPMENT USE

The Association shall be permitted the use of school office equipment at reasonable times with the permission of the building principal. The Association shall pay for the actual cost of materials and supplies incident to such use.

SECTION 8
AVAILABILITY OF INFORMATION

The District shall furnish to the Association President information concerning staffing and the financial resources of the District as requested.

Upon request the District shall provide to the Association a list of newly employed teachers and substitute teachers employed the previous month, their assignments, rate of pay, and number of days worked. Provided, however, that the Association will defend and hold the District harmless, against any action, claim, or liability arising from the disclosure of this section.

SECTION 9
ASSOCIATION LEAVE

The Association president or his/her designee shall be granted nine (9) days per year for association business related to improved communication and district/association relations. This Association leave may be used provided that notice to take the leave is given the superintendent and the employee's immediate supervisor at least five days in advance and that the purpose of the leave is clearly stated in the notice.

The Association shall reimburse the District for actual substitute costs including salary and benefits and will hold the District harmless and defend it from any losses arising for the use of Association leave.

SECTION 10
TEACHER PROTECTION

The District shall provide, so long as required under RCW 28A, 58.425, under the provisions of its insurance policy, protection for loss or damage to personal property and for personal injury, which the District becomes

legally obligated to pay under the terms of the insurance policy, while such employees are engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof when that is deemed necessary by the employee.

The District agrees to provide employees all coverage afforded under the District's insurance policies. This coverage is to include general liability, automobile liability, and the umbrella liability coverage.

To simplify the application of the coverage afforded by the District it is understood that the teachers will first use any coverage they may have available to them under any personal insurance they may have.

Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide for the defense of the teacher under this paragraph, where the teacher was performing his/her duties, and was not committing willful negligence, a violation of law or a criminal act. The Board shall promptly render all assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

Due process shall be taken upon any written complaint by a parent, or a student directed toward a teacher, by notification to the teacher.

SECTION 11 DUE PROCESS

No employee shall be disciplined without just cause. Such discipline shall be in private and shall be conducted in a professional manner. No action shall be taken without notifying the Association of the planned action.

The District will follow a policy of progressive discipline unless the seriousness of the matter justifies a departure in the opinion of the District.

Written warnings and written reprimands are subject to the just cause standard contained above. Suspensions without pay, non-renewals, discharges, and any adverse change in contractual status shall be subject to the statutory procedures set forth in Chapter 28A.405RCW.

Employees have the right to request representation by the Association at any investigatory meeting that may lead to disciplinary action, or at any disciplinary meeting.

SECTION 12 CONFERENCE COMMITTEE

A reasonable effort shall be made by the NVEA President and a representative of each building and the District Superintendent to meet as requested. Other administrators may be included as necessary.

Section 13 STUDENT DISCIPLINE

- A. It is recognized that every employee has the right and responsibility to expect acceptable behavior in the maintenance of a sound learning environment on the part of all students.
- B. The administration and Board agree to support and uphold employees in their use of prudent disciplinary measures authorized by RCW 28A.400.110, RCW 28A.600.020, and Chapter 180-40 WAC, and the District Policy No. 3310 to maintain discipline and protect the safety and well-being of pupils and

employees.

- School Principals and certificated employees in a school building will ensure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified certificated educators regarding conditions necessary to maintain the optimum learning atmosphere.
 - Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instruction or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever comes first.
 - Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the classroom during the balance of that class or activity period or up to the following two days, or until the principal or his designee and the teacher have conferred.
 - The building principal will respond within a reasonable period of time to all certificated employee requests/concerns regarding student discipline problems.
 - The building principal shall inform appropriate certificated staff about a student who displays behavior(s) that could present a safety problem to students or the teacher in keeping with rules and regulations for student's right to due process and confidentiality.
- C. All staff will adhere to Board Policy No. 3310; 3200 and related discipline procedures outlined in school and student handbooks

Section 14

STUDENT DISCIPLINE TASK FORCE

The parties recognize they have a shared interest in creating and maintaining a safe and orderly school environment conducive to student learning. The parties also acknowledge that in order to minimize lost instructional time and achieve desired student outcomes, continued dialogue and collaboration are necessary to align building discipline policies and protocols and provide appropriate training and support to staff.

In order to carry out this work, a joint NVSD-NVEA Task Force will be established. The task force will be comprised of up to eight (8) NVEA members appointed by the NVEA president (one classroom teacher representative from each building, an ESA, a Special Education teacher, and a counselor) and administrative representatives to be determined by the District. The task force will be co-chaired by a District and an Association representative and will be responsible for determining the meeting schedule. The task force will schedule an initial convening within thirty (30) calendar days of the start of the school year.

ARTICLE IV
REDUCTION IN FORCE

Program, Services and Staff Retention:

Everything in this section shall be accomplished in accordance with RCW 28A.405.210.

Prior to May 15 of each year, the Board of Directors, upon the recommendation of the Superintendent, shall determine whether the financial resources of the District are adequate to maintain the educational programs and services substantially at the same level for the following school year. If it is determined that such financial resources are not reasonably assured for the following school year, the Board, upon the recommendation of the Superintendent, shall adopt a reduced educational program which takes into consideration the guidelines set forth in the Administrative Procedures. The Administrative Procedures shall also be applied to identify those certificated staff members who will be retained to implement such reduced program and those certificated staff members, if any, who must be terminated from employment.

ADMINISTRATIVE PROCEDURES

Program, Services and Staff Retention:

- A. If the educational program and services of the District must be reduced because of lack of financial resources, the following guidelines shall be utilized in determining the program and services to be retained, reduced or eliminated:
 - (1) The effect upon the student in the classroom is to be of the highest priority; therefore, the program to be retained shall attempt to minimize the consequences of program reductions upon students.
 - (2) Where revenues are categorical and depend on actual expenditures rather than budget amounts, every effort will be made to maintain these programs to the limit of this categorical support. (e.g., Special Education, Federally supported programs, etc.)
 - (3) The severance of personnel will be minimized to the extent practicable.
- B. In making recommendations for program and services to be retained, the Superintendent will solicit and refer to the Board of Directors the considered professional judgment of the recognized certificated employee organization.
- C. The District will make available to the recognized certificated employee organization, upon request, available financial data pertaining to the District's financial condition for the following school year.
- D. In determining the financial resources available, the District shall attempt to:
 - (1) Solicit cooperation and funding from local, state, and federal sources.
 - (2) Maintain cash reserves and cash balances at the minimum levels consistent with sound business practices. A minimum level is considered to be an ending balance of not less than 5% to the projected budget for the next fiscal year. (Exclusive of transportation reserve and unemployment compensation or other specific non-general fund reserves such as QZAB)

- E. In its efforts to retain as much of the basic educational program as the District's financial resources will permit, the Board of Directors will consider reduction in expenditures, including, but not limited to the following: Field trips, extracurricular activities, supplies and materials, equipment, food services where not self-supporting and bus transportation.
- F. It is recognized that individuals or groups may wish to donate funds for all or part of the academic program or an extracurricular activity to be reduced, modified, or eliminated. The District will not accept any donation restricted to the support of a particular phase of any program. Donations which are unrestricted as to use or that will fully fund a program that was to be reduced, modified or eliminated may be accepted by the District.
- G. In the event of the reduction of program and services for financial reasons, the Superintendent shall:
- (1) Determine and recommend to the Board, the number of certified personnel in the categories and specialties identified in paragraph I, below, which are required to implement the District's reduced educational program services.
 - (2) Ascertain, to the extent possible, the number of certified positions which will be available for the following school year by reason of normal attrition (e.g., retirement, resignation, etc.) or by reason of leave of absence under paragraph H, below, and shall take vacancies into consideration in determining the necessity for the termination of certificated personnel. Prior to the layoff of any continuing contracted certificated employee, all employees on leave replacement contracts or retire /rehire status, shall be non-renewed, then provisional employees or conditional employees shall be non-renewed, in that order. It is understood that if a position is to be filled and the only employee eligible to fill that position is a provisional employee, that employee shall not be non-renewed. If a provisional employee is non-renewed only for financial reasons, s/he, upon request, shall receive a letter of reference from the district stating that the non-renewal was for financial, not performance reasons.
 - (3) Prior to May 15th of the year immediately preceding the school year in which any reduced educational program will take effect, identify and submit to the Board for approval and action under RCW 28A.405.210 the names of any certificated personnel to be terminated under the District's reduced program and services.
- H. Upon any determination that the involuntary termination of certificated staff will be necessary for financial reasons, certificated employees not terminated, shall be invited to apply for a one (1) year leave of absence without pay. The Superintendent shall recommend favorable action by the Board for any such applicant whose position can be adequately filled from within the District if the granting of such leave would make it possible to offer a one-year contract under RCW 28A.405.210 to a terminated employee from the employment pool referred to in paragraph M. At the termination of the leave, he will retain his appropriate position in the employment pool. Any employee entitled to re-employment shall continue to be subject to the provisions of RCW 28A.405.210 and the provisions of these Administrative Procedures in the same manner as if actually employed by the District during the leave period. Employees taking one-year leaves of absence shall be responsible for providing the District with their mailing addresses and any change thereof during their leave periods. The employee on leave will be required to notify the district office by letter of his or her desire to return to a teaching position for the ensuing school year by March 1 of the year in which the leave would expire.
- I. To ensure that the certificated staff recommended for retention will be qualified to implement the

educational program determined by the Board, all certificated employees must possess valid Washington State certificates as may be required for the position(s) under consideration and must have academic preparation and experience fitted to that particular assignment.

In addition, the following categories are established to allow for the least disruption of the ongoing program and to provide for the least deviation from the present assignment of personnel:

- (1) Except for teachers having a specialty identified in subparagraph (2) teachers will be grouped District-wide in separate categories as follows:

Elementary	Grades K through 8
Secondary	Grades 6 through 12

- (2) Other certificated personnel will be grouped District-wide according to the following specialties:

- Librarians
- Music Teachers
- Physical Education
- Counselors
- Special Education
- Vocational Education

- (3) In the event of the elimination of any such position in paragraph (2) above the person holding such position shall be considered for retention as a staff member in his field of specialty in accordance with the criteria set forth in paragraph K hereof and, in addition, in such additional categories or specialties as such person may designate in accordance with paragraph J hereof.

J. Each certificated employee shall in accordance with the criteria set forth on paragraph K, hereof, be prioritized for retention in the category or specialty held at the time of the implementation of these procedures, and in addition such categories or specialties as any such employee may designate, in writing, to the Superintendent, provided that in order to qualify for consideration in any such category or specialty, the employee must have the appropriate endorsement or be able to obtain in a timely manner the endorsement in any additional category or specialty. All written designations shall be submitted within five days after any request for such information is made by the Superintendent. Employees will only be considered for additional categories or specialties under this paragraph if they do not qualify for retention in the category or specialty held at the time of the implementation of these procedures.

K. Certificated employees will be recommended for available positions within each category or specialty on the basis of seniority (years of experience) as recognized on the appropriate school district salary schedule. Within each category or specialty, the senior employee(s) shall be recommended for retention. If ties exist, the certificated employee(s) with the most seniority within the District will have preference. In the event that ties still exist, the preferences will be given to employee(s) with the greatest number of credits beyond the BA as recorded at the Personnel Office as of April 15 of the year preceding the anticipated reductions.

L. Any certificated employee receiving written notice of contract non-renewal pursuant to the provisions of this policy shall be eligible for a "Special leave of absence" without pay upon written application directed to the Superintendent and received not more than ten (10) days following the receipt of the non-renewal notice. Personnel electing to take a "special leave of absence" shall be considered for reemployment according to the same criteria and together with other personnel in

the employment pool. The personnel file of any person taking a "special leave of absence" shall be amended to reflect that status and all reference to the non-renewal of such employee's contract shall be removed from his personnel file. A "special leave of absence" in no way implies any preferential hiring rights as provided in paragraph M.

- M. All Certified personnel who are not recommended for retention in accordance with these Administrative Procedures shall be terminated from employment and placed in an employment pool for possible re-employment until September 1 following the year of the implementation of the reduced program. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties for which they are qualified under paragraph J. If more than one such employee is qualified for an open position, the criteria set forth in paragraph K shall be applied to determine who shall be offered such position.
- (1) When a vacancy occurs for which any person in the employment pool qualifies, notification from the school district to such individual will be by certified or registered mail, or personal contact by the Superintendent or his designees. Such individual will have ten (10) calendar days from the date of the personal contact to accept the position.
 - (2) If an individual in the employment pool fails to accept a position for which he/she is eligible, pursuant to this policy, the individual will return to the employment pool for consideration of any future openings that may occur. If such individual fails to accept a second offer for a position, such individual will be dropped from the employment pool.
 - (3) The District will use substitute teachers from the employment pool on a first priority basis when they are qualified for the position.

ARTICLE V LEAVES

SECTION 1 SICK LEAVE, EMERGENCY LEAVE

Certificated employees under contract for the school year will receive twelve (12) days annual leave for illness, injury, and emergency leave, as well as to care for the employee's ill family members (refer to RCW 49.46.210 for "Family Member" definition). Unused days shall accumulate to 180 days or to the extent allowed by law. Less than full-time (partial year or fractional FTE) employees shall be allowed illness, injury and emergency leave on a prorated basis.

Sick leave will be granted for an absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care. Sick leave will also be granted for the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.

An emergency will be defined as "any unforeseen occurrence requiring the presence of the employee including emergencies of a personal or business nature." Permission for such emergency leave shall be given by the building principal or superintendent. In the event of the superintendent's absence, permission may be submitted to a review board consisting of the building principal, two NVEA members, and two Board members. The decision of the

review board will be final.

When emergency/sick leave is depleted, the pay is deducted at a rate of 1/the number of the employee's contracted days and full-time equivalency (FTE) status. Physician verification for illness of more than five days is required and; absences of more than 1/2 day shall be charged as one full day of leave. Absences on any day less than 1/2 shall be charged 1/2 day of leave.

In all cases of sick/emergency leave, the District will be responsible for paying the substitute.

SECTION 2

FAMILY MEDICAL LEAVE

FMLA is a federal labor law requiring covered employers to provide employees with job-protected and unpaid leave for qualified medical and family reasons. You must have worked for the employer for 12 months to access this benefit and worked at least 1250 hours.

Family leave shall be provided in accordance with the Family Medical Leave Act (FMLA) and the Nooksack Valley School Board procedures for implementation policy # 5404

SECTION 3

PARENTAL LEAVE/ADOPTION OF BIRTH TO FOUR YEARS OLD

During the first 15 calendar days after the birth or adoption of a child, an employee will be granted up to 5 days of Spousal/Domestic Partner Parental leave. This leave will be deducted from their accrued sick leave.

A teacher requesting parental leave should give written notice to the District at least THIRTY (30) DAYS—prior to commencement of said leave. The written request for parental/adoption leave should include a statement as to the expected date of return to employment, and within forty (40) working days after childbirth/adoption the teacher shall inform the District of the specific day when the employee will return to work.

Each employee shall be granted sixty (60) sick/emergency leave days from the date the leave begins. In the event of a summer birth/adoption, the leave will be granted for the first sixty (60) working days of the school calendar year. If more than sixty (60) days paid leave are needed a physician's statement will be required.

One hundred twenty (120) half days may be approved by mutual consent of the superintendent, principal and the teacher, pending the availability of a suitable substitute.

If the employee does not have sixty (60) days of accumulated sick/emergency leave and chooses to use the allotted 60-day leave, pay will be deducted at a rate of 1/the number of the employee's contracted days.

If both parents are employed by the district their combined parental leave shall not exceed 60 days. As per RCW 41.04.665 shared leave may be used for Parental Leave.

SECTION 4

CHILD CARE LEAVE

A leave of absence up to one (1) year without pay may be granted for infant childcare.

SECTION 5

WA PAID FAMILY MEDICAL LEAVE

Program Eligibility: Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. The District shall use the state PFML insurance program, administered by the Washington State Employment Security Department (ESD). To be eligible for this leave, employees must have worked a minimum of 820 hours over four (4) consecutive calendar quarters and have a qualifying event. Qualifying events, eligibility for the PFML benefit, and the amount of that benefit, are determined through the ESD.

PFML and FMLA: When a PFML-qualifying event continues after an employee's use of FMLA leave, an employee may elect to use PFML consecutively after FMLA leave. When an FMLA-qualifying event continues after an employee's use of PFML, an employee may elect to use FMLA leave consecutively after PFML.

PFML and Sick and Personal Leave: Employees may use accrued sick and personal leave to supplement such paid leave received under the State's Paid Family and Medical Leave program for which the employee qualifies. The use of this accrued paid leave concurrent with PFML will be considered a supplemental benefit under PFML rules. If an employee elects to use accrued sick and personal leave to supplement the PFML benefit, this may be done in increments of 3.5 hours or 7 hours of leave per day for the duration of the PFML leave. The employee will notify the District of this election prior to or at the time of the employee's PFML leave. Any changes to this election must occur by the 10th of each month via notification to the District Human Resources office. The employee must provide document verification of weekly benefit amount from the Employment Security Department. Verification will be provided to the district office by the 10th of each month.

Health Benefits: SEBB will maintain health insurance benefits during PFML leave. Employees must continue to pay the employee share of such health insurance premiums during the PFML leave of absence. Such payment will be deducted per normal procedure from the employee's monthly pay or, if the employee is not receiving pay, will be paid by the employee in the form of a check provided to the District by the 1st of each month following a month in unpaid status.

Premiums: The District shall pay the statutory employer wage premium and the employee shall pay the statutory individual wage premium through payroll deduction to fund this leave.

Notices, Procedures and Claims: The District will post a notice in a common area in each workplace about the benefits available under PFML. Employees are responsible to file claims with the ESD in accordance with ESD procedures, and benefit payments will come from the ESD. An employee must provide the employer at least thirty (30) days' written notice before PFML is to begin if the need for the leave is foreseeable based on an expected birth, placement of a child, or planned medical treatment for a serious health condition. An employee must provide the employer written notice as soon as is practicable when thirty (30) days' notice is not possible. The District will provide employees with a known qualifying event a written statement of their rights, and upon request, discuss the intersections between various leave entitlements should an employee have questions regarding filing a claim with the ESD.

SECTION 6

ANNUAL LEAVE OF ABSENCE

It has been agreed that the District and the Association adopt an annual leave policy:

- A. One certified staff per building may be granted leave in any given year.
- B. Preference will be given to applicants wishing to complete education and/or take part in on-the-job training. Sickness with doctor's certification will also be considered.
- C. The applicant must have taught continuously in the District seven (7) years and agree to return to

- his former position for one year.
- D. The District might nominate an employee to prepare for new programs. In this case, financial assistance would be considered.
 - E. The applicant will remain on the District group medical program by making the full monthly payments to the school district.
 - F. Written requests must be made to the superintendent by March 1.
 - G. May 15th is set as the commitment date for taking annual leave (contract return date).

SECTION 7
BEREAVEMENT LEAVE

The District shall allow up to five (5) days of non-accumulated pain bereavement leave at the time of the death of each of the following: Spouse, parent, child, sibling, legal guardian, ward, in-law, grandparent, and grandchild. Aunt, uncle, niece, nephew, or close personal friend may be included at the discretion of the superintendent.

SECTION 8
JURY DUTY AND SUBPOENA LEAVE

Leaves of absence with pay shall be granted for jury duty. The teacher shall notify the District when notification to serve on jury duty is received.

Leaves of absence with pay will be granted when an employee is subpoenaed to appear in a court of law.

SECTION 9
PEOPLE WITH NO ACCUMULATIVE SICK/EMERGENCY LEAVE

When a teacher's absence is not covered by any of the above leaves, that teacher's pay will be deducted at the rate of 1/the number of the employee's contracted days.

For the above leave language, salary will be defined as the teaching contract. Extracurricular deduction will be made only when an extracurricular assignment is missed.

SECTION 10
PERSONAL LEAVE DAY

Three (3) Personal leave days will be granted as follows:

- A. Two days may be used to extend vacations or holidays, a third day will be granted for staff in the case of one-time life events. Personal days will be granted on a "first come, first served" basis. Requests must be made at least three days in advance. Personal day requests shall not be granted by building principal until suitable substitutes are secured.
- B. Except in the case of one-time life events, personal days will not normally be granted for the first five days of and the last ten days of the school year, and for district/school directed hours/day. Written request for exceptions must be sent to the principal.
- C. At the end of each school year, a maximum of three (3) personal days can be cashed out at one and a half times the sub rate. Up to two (2) personal days can be carried forward to the next school year for a total of no more than five (5) days in any school year.

- D. Employees must give notice by the last workday of the school year if they wish to cash out one (1) or two (2) personal days. If no notice is given, a maximum of two (2) personal days will be carried forward to the following school year. If an employee has accrued the maximum number of days, up to two (2) personal days will be automatically cashed out at one and a half times the sub rate and paid out in the July paycheck.

SECTION 11 LEAVE SHARING

Eligible employees may donate illness, injury, and emergency leave to another employee for use by a staff member who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition.

Eligibility: An employee may be eligible to receive shared leave under the following conditions:

1. The employee's job is one in which annual or sick leave can be used and accrued; and
2. The employee has diligently pursued and been found to be ineligible to receive industrial insurance benefits; and
3. The employee has abided by district rules regarding sick leave use; and
4. The employee has depleted, or will shortly deplete, his/her annual leave and sick leave reserves; and
5. The employee's absence and the use of shared leave are justified; and
6. The employee suffers from an extraordinary or severe illness, injury, impairment or physical or mental condition that has caused, or is likely to cause, the employee to:
 - a. goes on leave-without-pay status; or
 - b. terminates his/her employment
7. All forms of paid leave available for use by the recipient must be used prior to shared leave
8. The requesting employee must submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe and extraordinary nature and expected duration of the condition

Donation of leave: District employees may donate leave as follows;

1. The donating employee must have accrued illness, injury, and emergency leave balance of more than twenty-two (22) days or 176 hours.
3. The donating employee cannot request a transfer that would result in his or her illness, injury, or emergency leave account going below twenty-two (22) days or 176 hours.
4. The number of leave days transferred shall not exceed the amount authorized by the donating staff member.
5. Any leave donated by an employee which remains unused shall be returned to the donor.
6. An employee shall not receive more than the number of contracted days remaining in the current school year.

SECTION 12 RETURN FROM LEAVE

The district will make an effort to place an individual on leave in the same position held prior to taking such leave.

ARTICLE VI
SALARIES, STIPENDS, AND BENEFITS

SECTION 1
SALARY SCHEDULE

The District will provide all funding earmarked by the State for Teachers' salaries to be distributed on the salary schedule.

2. Base hourly rate shall be defined as base salary/length of contract/7 hours.
3. '21-'22: IPD+ 2.0%
'22-'23: IPD+ 1.5%

SECTION 2
APPLICATION OF COURSE CREDITS TO THE CERTIFICATED SALARY SCHEDULE

Bargaining unit members will be placed on the NVEA salary schedule in accordance with WAC 392-121 and the reporting standards of S-275 in place as of August 2018, except as may be otherwise described in this section.

1. Clock hours will continue to be counted as college credit for placement purposes, with ten (10) clock hours equaling one quarter credit hour.
2. Should State Board provide guidance as to legality of the following, the following shall be implemented.
 - a. The calculation of years of service for occupational therapists, physical therapists, speech-language therapists, audiologists, nurses, social workers, counselors, and psychologists regulated under Title 18 RCW will include experience in schools and other non-school positions as occupational therapists, physical therapists, speech-language therapists, audiologists, nurses, social workers, counselors, or psychologists. The calculation shall be that one year of service in a non-school position counts as one year of service. For the purpose of computing a year of experience, a full year will be deemed to be 1,440 or more hours within a twelve-month period.

The District shall provide for the review and adjustment of certificated staff contracts on the basis of information filed with the District Office by September 10 of each year. The staff member shall provide the personnel, according to schedule, with the required information, including official college or university transcripts, official records of degrees completed, official records of degrees completed, official records of approval and completion of authorized work for equivalent credits and all other pertinent data for contract adjustment purposes.

Credits earned by certificated staff after September 1, 1995 shall be eligible for application to the salary schedule only if the course content meets on the following criteria:

1. The course is consistent with a school-based plan for mastery of student learning goals identified in the annual school performance report for the school in which the staff member is assigned;
2. The course pertains to the individual's current assignment or expected assignment for the subsequent school year;
3. The course is necessary to obtain an endorsement required by the state board of education;

4. The course is specifically required to obtain an advanced level of certification; or
5. The course is part of a college or university degree program that pertains to the staff member's current or potential future assignment as instructional staff.

SECTION 3
ACCUMULATED SICK LEAVE NOTICES

Prior to the end of October, the District will provide each teacher with an accounting of his or her accumulated sick leave, including the current year's annual allotment. (The payroll specialist will send report to all staff with September's paycheck.)

SECTION 4
ATTENDANCE AT MEETINGS

Substitute pay and necessary expenses will be paid by the District for attendance at professional meetings approved by the Principal and Superintendent.

SECTION 5
TRAVEL

Teachers utilizing their private automobile, authorized by the Superintendent, shall be compensated at current IRS rate.

SECTION 6
ATTENDANCE INCENTIVE PROGRAM

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate of four days for every one day's monetary compensation. One hundred eighty (180) days is the maximum number of days that can be accumulated for the purpose of this attendance incentive program. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of law.

At the time of separation from the school district due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full day's accrued leave for illness or injury. One hundred eighty (180) days is the maximum number of days that can be accumulated for this attendance incentive program. Any such conversion of accumulated sick leave shall be subject to the terms and limitations of law.

No employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month or for a total of more than one hundred eighty (180) days of accumulated sick leave or to the extent provided by law.

(Example: One hundred eighty (180) days maximum x .25 = 45 days maximum cash out at retirement or death.)

Payment will be made by June following application in January.

SECTION 7
STATE APPROPRIATIONS FOR SALARY INCREASES

If the Washington State Legislature appropriates funds specifically for the purpose of providing salary increases to certified employees, the funds shall be applied to the base salary in such manner as to distribute the full appropriation provided by the Legislature for salary increases.

The negotiated salary schedule will annually be increased by the inflationary measure provided in RCW 28A.400.205. (Implicit Price Deflator)

SECTION 8
INSURANCE/SHARED BENEFITS

A. School Employees Benefits Board (SEBB) Program

The District shall pay the full portion of the employer contribution to the School Employees Benefits Board (SEBB) for insurance programs as adopted in the statewide collective bargaining agreement for all employees who meet the eligibility requirements established by state law and summarized below.

SEBB will implement the Statewide Collective Bargaining Agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

Benefits presently provided by the SEBB include but not be limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance (payroll deduction shall be made available).

B. Dependent Coverage

Legalspouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support are dependents covered within the SEBB programs.

Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019 but who no longer qualify for coverage under SEBB, the dependents will have the opportunity to enroll in accordance with the SEBB Continuing Coverage program.

C. Eligibility

Certificated *staff*, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1 through August 31. All hours worked during the school year shall count for purposes of establishing eligibility. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage.

Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave status will be considered in an employment status for the provisions of this section and will receive benefits when and as provided for by SEBB policy. Unpaid leaves will be communicated with the Association and eligibility determined on a case-by-case basis.

D. Benefit Enrollment/Start

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

E. Continuity of Coverage

When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

F. Benefit Termination/End

Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the termination is effective. In cases where separation occurs after completion of full contract obligation (i.e., the end of the student school year in June) benefit coverage will continue until August 31, unless the employee resigns with an effective date in June or July. In September of each year, the District will report to the Association the represented employees not covered by SEBB. Any elimination of benefits anticipated or occurring in July or August shall be discussed with the Association prior to employees being dropped from insurance coverage.

G. Legislative Changes

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiation over the changes to the extent allowed by law.

H. Option to Refuse Coverage

With proof of insurance, an employee may waive medical through the SEBB and therefore not have any payments or premiums deducted from their paychecks for this purpose.

I. All of the provisions of this Section 7.11 addressing SEBB shall be interpreted consistent with the rules, regulations and guidelines of SEBB.

J. Effective Sept 1, 2020, the District will contribute \$35.00 per month, prorated per employee, to be deposited into each employee's VEBA account. The district has adopted the VEBA health Reimbursement Plans (Plan).

SECTION 9

SUPPLEMENTAL CONTRACTS

All certified employees of the Nooksack Valley School District who have paid extended contract(s), will be placed on supplemental contracts.

SECTION 10

ESA CERTIFICATION STIPEND

ESA employees with current national certification from their respective professional associations shall receive a stipend of \$500 per year. Legislative action to fund ESA certification stipends at or above \$500 per year will release the district from the obligation to fund this stipend as long as the Legislature continues such funding.

- SLP Certificate of Clinical Competence (CCC)
- OT National Board for Certification on Occupational Therapy (NBCOT)
- Psychologist National Certificated School Psychologist (NCSP)
- Nurse National Board Certification of School Nurses (NBCSN)
- PT Specialist Certification Examination in Orthopedics

- A. To receive a certification stipend, ESA employees must earn certification before the last day of school.
- B. Employees will receive a lump sum payment in their July paycheck. Verification of the national certificate must be provided to Human Resources by the last day of school in order to receive payment.
- C. Employees are responsible for providing Human Resources with verification of renewal when their certificate expires.
- D. The compensation will be pro-rated based on FTE
- E. If an ESA employee leaves NVSD employment prior to the last day, he/she will receive the stipend pro-rated to length of his/her service to the District. A copy of the National certificate must be provided to Human Resources prior to the last day of work.

ARTICLE VII
CONDITIONS OF EMPLOYMENT

SECTION 1
WORKDAY

The length of the workday shall be seven and one-half (7.5) hours for all teachers. With the current student daily schedules, the middle and high school teachers shall begin their work a minimum of thirty (30) minutes before the students' school day begins and shall continue for a minimum of thirty (30) minutes after the students' school day ends. Elementary school teachers shall begin their workday a minimum of forty (40) minutes before the students' day begins and shall continue for a minimum of thirty-five (35) minutes after the students' school day ends. This schedule may be altered, no more than twice a month, as per administrative discretion for professional growth and school improvement related activities.

All certificated staff members shall have a duty-free lunch period of not less than thirty (30) continuous minutes.

A principal or his/her designee may request a teacher to cover classes in cases of emergency only if said teacher agrees. If a teacher covers another classroom during his/her planning time he/she will be compensated at a pro-rated per diem rate of pay, but in no case shall a teacher be compensated for less than one hour.

SECTION 2
LESSON PLANS

Each teacher shall prepare adequate daily and long-term lesson plans, consistent with the curriculum guide (Benchmarks). The lesson plans shall be available at all times to the building principal upon request and shall be subject to their review and evaluation. Lesson plans shall be available for use by other personnel as determined by the Board. In addition, teachers shall make adequate preparations for daily instructions.

SECTION 3
SCHOOL FUNCTIONS

Teachers shall encourage and support school functions outside the regular instructional program that may contribute to the pupil's development in attitudes, appreciations, behavior, and special abilities.

SECTION 4
PROFESSIONAL DEVELOPMENT

The District will provide clock hours to all employees who attend district-directed professional development. Clock hours will be provided at no cost to employees when the District is acting as the provider of the clock hours.

Certificated staff members will be provided a minimum of 45 minutes of individual planning time at the beginning or end of any professional development full release day held by the District.

SECTION 5
EARLY RELEASE/LATE ARRIVAL

Early release/late arrival schedules will incorporate the following elements:

- 30 minutes before and after school time and travel time, when needed

- Compensation for lost planning time via weekly schedule adjustment or pro-rated per diem compensation

In order to provide professional development and/or PLC time for employees throughout the school year, a K-12 late arrival/early release schedule will be implemented.

SECTION 6 ELEMENTARY PLANNING TIME

Each elementary classroom teacher will be provided a block of planning time not less than forty-five (45) minutes per day or 225 minutes per full student week. The recess period and the period before and after school are not to be included in this. Planning time shall be employee-directed time used for lesson planning, group planning, principal conferences, parent conferences, or other duties essential to preparation for teaching.

SECTION 7 MIDDLE SCHOOL AND HIGH SCHOOL PLANNING TIME

The full-time middle and high school classroom teachers will be given a regular class period for planning/lesson preparation per day.

Planning time shall be employee-directed time used for lesson planning, group planning, principal conferences, parent conferences, other duties essential to preparation for teaching, and other teaching related activities (including professional growth, PLC work and training).

SECTION 8 SCHOOL CALENDAR

The establishing and/or setting of the school calendar shall be done by the Board of Directors of the Nooksack Valley School District and shall not be subject to the negotiations process provided that:

- Biannually, a survey of all certificated staff shall be made prior to the adoption of the school calendar;
- The calendar committee includes one representative from each level (elementary, middle, high) appointed by the NVEA president;
- Two (2) non-contracted days are included in the calendar as per Section 13
- An early release/ late arrival is scheduled the at the end of the second trimester;
- An early dismissal is scheduled on the Wednesday before Thanksgiving;
- A full week of spring vacation is included in the calendar; and
- An early dismissal is scheduled on the last day of school.

SECTION 9 SCHOOL DISMISSAL

Students will attend on an early dismissal schedule on the Wednesday before Thanksgiving and on last day of school. Certificated staff will also work on an early dismissal schedule on the Wednesday before Thanksgiving.

SECTION 10 VACANCIES & TRANSFERS

- Prior to any hiring of staff for the following school year, all job openings shall be publicized to the staff

via email, the District website and District Office bulletin board. Employees shall have at least seven (7) calendar days from the posting to apply for the vacancy or new position.

- Before the District opens hiring to external candidates, the District will send certificated staff *a single email listing all* anticipated District-wide vacancies for the next year. *The District will send this list before transfers are made.* Certificated staff must notify of interest within 5 days of publishing anticipated vacancies. *Transfers will not be made until after these five days.*
- Current eligible, qualified (holding the appropriate certification/endorsement) interested employees will be guaranteed an interview and must be considered before an outside candidate. Staff will be notified in writing within five calendar days of the employer filling the vacancy or new position.
- If a current employee is interviewed and not selected for a vacant position, a building or district administrator will provide reasons for non-selection in writing.
- During the school year and summer, email notification of all vacancies and new positions will be sent to the Association President and all NVEA members via school email. Upon request these vacancies will be emailed to employees' home email addresses, if they provide email address to District.
- A minimum of seven (7) calendar days shall be allowed before the position is filled.

SECTION 11

INVOLUNTARY TRANSFERS

An involuntary transfer will be made only after a) volunteers have been sought and considered, and b) the employee has been personally contacted by the building principal. Should there be no volunteers, qualified candidates within the building will be determined and selected based on expertise, experience, seniority, training and other factors related to the position. Should a transfer be required outside the building, all factors will be considered district wide.

Certificated personnel who are transferred involuntarily by administrative decision for the following school year shall be notified in writing by the principal and / or superintendent as soon as is practical. The written notification shall include the reasons(s) for the transfer. In the event that the employee questions the transfer, there will be a meeting with the employee, Association representative, building principal, and superintendent/ designee to discuss the matter.

Staff who are involuntarily transferred for the following year shall be notified in writing by the Superintendent as soon as practicable and, under normal circumstances, not later than May 15th of the school year. The written notification shall include the reasons for the transfer.

When the transfer requires moving to a new location or assignment, the employee being transferred will receive 7 hours at base rate. A new location means a move to a different building or a change in classroom within the same building. For the purpose of this section, a new assignment is a grade level (K-8) or course assignment (9-12) that an employee has never taught or not taught within the previous three (3) years.

For the purposes of this section seniority will be based on salary schedule placement.

Every effort will be made to limit the number of involuntary transfers for individual certificated employees.

SECTION 12

ASSESSMENT, REPORTING, AND CONFERENCE PREPARATION

There will be one non-contracted day scheduled (K-8) for preparing report cards and preparation for fall conferences with parents. One 9-12 non-contracted day will be provided at the semester. There will also be one early release provided for K-5 at the end of the second trimester for preparing report cards and conferences with parents.

SECTION 13
EDUCATION CASE LOAD

Prior to the start of school, building principals and program administrators will make transparent the anticipated class size/caseload and make every attempt to use available resources to create reasonable class sizes, class assignments, schedules, and special program caseloads.

The District will collect and make available to all staff the class size/caseload information for all schools, grade levels, and special programs to share with NVEA representatives no later than fifteen (15) days following the first day of school for students.

If, after the first fifteen (15) school days of the year, a teacher believes a class size/caseload to be excessive in comparison to same building or similar work groups, the teacher and the principal shall meet and develop a plan of action that is satisfactory to the employee within five (5) school days. The parties will initiate the plan of action within five (5) working days of said conference.

If the overload concern cannot be resolved at the building level, the teacher and the principal shall, individually or mutually, refer the issue to the superintendent/designee. Teachers shall complete the Class size/Caseload Resolution Process form, found in Appendix B, and submit it to the NVEA president and NVSD superintendent/designee.

A conference will be held within five (5) working days to discuss the issue(s) and the parties will initiate a plan of action within five (5) working days of said conference.

Counseling FTE

Minimum counseling FTE will be maintained as follows:

Elementary – 2.0 FTE

Middle School – 1.0 FTE

High School – 1.5 FTE

In the event of double levy failure, the minimum counseling FTE within the bargaining unit will be no less than state allocated counseling FTE.

SECTION 14
SPECIAL EDUCATION CASE LOAD

Prior to the start of the school year, the special education director will meet with each provider and his/her building administrator. In each case the anticipated roll-up for each program and provider will be reviewed. Every attempt will be made at that time to create reasonable workloads, including IEP development and processing, and/or class sizes based on the program design and unique needs of students within each provider's caseload. Proposals for any additional resources will be considered at that time and every effort will be made to use available resources, to make transparent the process and decisions for staffing and other resources requested.

Baseline staffing for Resource Room Programs is considered 25-30 IEPs, 1.0 Certificated Staff and 4-6 hours of classified para-educator support. The parties will meet before the end of this CBA to review staffing levels and address impacts on Life Skills/Self-Contained programs.

In the event a concern arises after the start of the year that cannot be addressed at the building level, the provider will;

1. Notify the building principal of the issue or concern;
2. The building principal will review the concern and possible solutions with the provider;
3. Building principal will schedule a meeting with the special education director, provider and other affected staff to review concern and discuss solutions within five (5) work days;
4. Recommendations and/or solutions will be submitted to the Superintendent for approval.

Options listed below may be considered in a collaborative effort to address caseload size/mix issues specific to Resource Room/Life Skills Programs.

- a) Hiring additional certificated or classified staff (The District and Association recognize the transient nature of the student population, and as such, hiring of additional staff may not always be appropriate.) or;
- b) Moving students to another teacher's caseload to even caseload sizes when possible or;
- c) Support for IEP development and processing based on monthly provider counts reflecting an excess. A maximum of 2 hours release time or 2 hours of additional pay at the base rate will be provided, per IEP in excess, with prior approval of the special education director. Release time will be scheduled with the employee's immediate supervisor or;
- d) Other mutually agreeable solutions.

ARTICLE VIII MANAGEMENT RIGHTS

It is jointly recognized and agreed that the parties to the Agreement share a common goal in the educational process to provide a superior educational program within the framework of the limits of available resources. Teaching personnel covered by this Agreement have a continuing professional commitment to the education process, to young people, to their colleagues, and to the improvement of their own skills. The Board consists of citizens who are elected by and directly responsible to the community for the total education program. The Board acts by and through its administrative and supervisory staff. The parties, therefore, jointly recognize that pursuant to the laws of Washington State the Board has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of the Agreement.

Recognizing the relationship noted in paragraph 1 of this Article, the parties agree that the District retains all the customary, usual, and exclusive rights, decision-making, prerogatives, functions, and its responsibility to manage the affairs of the District or any part of it, consistent with the laws of Washington State. Rights of employees in the bargaining unit and the Association are limited to those set forth in this Agreement or provided by Washington statute, and the District retains all prerogatives, functions, and rights not limited by the terms of this Agreement or by Washington statute.

ARTICLE IX CERTIFICATED STAFF EVALUATION

(Teachers and Other Non-administrative Personnel)

SECTION 1
EVALUATION CRITERIA

The criteria and procedure used for the evaluation of certificated staff shall meet the requirements of Washington State Law. (Reference: RCW 28A.405.100 and 28A.405.110)

Beyond the requirements set forth in RCW 28A.405.100, it is the intent of the Board and the Association that evaluation be exercised in a manner that encourages professional growth and the enhancement of the employee's skills in improving student learning.

SECTION 2
PROVISIONAL EMPLOYEES

Provisional employees shall be non-renewed solely in accordance with the provisions of RCW28A.405.100 and 28A.405.220 now in effect or hereafter amended.

SECTION 3
INAPPLICABILITY OF GRIEVANCE PROVISION

The provisions of Article X of this Agreement relation to grievance shall not be applicable to:

- A. The assignment of performance ratings by supervisors (i.e., evaluations).
- B. Probationary action and implementation.
- C. Action by the Superintendent including non-renewal and discharge.

ARTICLE X
CERTIFICATED GRIEVANCE PROCEDURE

SECTION 10.1
PURPOSE

- A. The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.
- B. Complaints or grievances arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.
- C. Inapplicability of Grievance Provision: The provisions of Article X of this agreement in relationship to grievances shall not be applicable to:
 - 1. The assignment of performance ratings by supervisors (i.e., evaluations or advisory letters.)
 - 2. Probationary action and implementation
 - 3. Action by the Superintendent including non-renewal and discharge.

SECTION 10.2
DEFINITIONS

- A. A “grievant” shall mean any represented certificated employee within the bargaining unit defined in Article I herein filing a grievance.
- B. A “grievance” shall mean a claim by a grievant that a dispute or disagreement exists involving the alleged violation, interpretation, or application of the terms of this Agreement.
- C. The term “days” shall mean consecutive calendar days and exclude holidays, and the winter and spring breaks.

SECTION 10.3
PROCEDURE

A grievance shall be processed in a timely manner. The number of days indicated at each step shall be considered as maximum, and reasonable effort shall be made to expedite the process. Time limits may be extended by mutual consent.

After Step 1, a grievant shall have the right to consult with the NVEA at any point during the attempt to resolve his/her grievance and may be accompanied by a representative at any of the meetings with the immediate supervisor, superintendent (or his/her designated representative) or the School Board. The immediate supervisor, superintendent (or his/her designated representative) or the School Board will be so informed by written letter, stating who will represent and/or accompany him/her. If the proceedings are held during the school day, released time will be granted to the grievant and one NVEA representative.

STEP 1 Informal Level – Informal Submission of Grievance to Supervisor

Within twenty (20) days following the occurrence of the event giving rise to the grievance or twenty (20) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with his or her building administrator. The administrator shall respond informally within ten (10) days of the employee’s presentation. Reasonable effort shall be made to resolve the grievance at this level in an informal manner.

STEP 2 – Building Level – Written Submission of Grievance to Supervisor

If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the building administrator within ten (10) days after receipt of the informal response. The written grievance shall contain:

- a. A clear and concise statement of the alleged grievance including the facts upon which the grievance is based;
- b. Reference to the specific terms of the agreement which have been allegedly violated;
- c. Issues involved; and
- d. Remedy sought.

In representing the grievance, the employee may elect to be accompanied by a representative of the Association. The administrator will inform the employee and the Association in writing of the disposition of the grievance within ten (10) days of the presentation of the written grievance.

STEP 3A - In the event that the grievant is not satisfied with the disposition of the grievance at Step 2 or in the event no determination is made within ten (10) days after the presentation of the formal grievance, the grievant may refer the matter in writing to the superintendent or his/her representative. A copy of the grievance shall be provided for the following: (1) superintendent, (2) principal and/or supervisor, (3) NVEA president, (4) the grievant.

- Step 3B. The superintendent or his designated representative shall confer with the grievant and the principal or vice-principal within ten (10) days of receipt of the written grievance in an effort to reach a mutually satisfactory solution and shall communicate his proposed disposition of the grievance in writing to the grievant within ten (10) days of the conference.
- Step 3C. If the grievant does not appeal the grievance to the superintendent within twenty (20) days after failing to achieve satisfaction at Step 2, the grievance shall automatically be waived.
- Step 4A. In the event the grievant is not satisfied with the disposition of the grievance at Step 3, or in the event no solution is reached within ten (10) days after he has first met with the superintendent or his designated representative, the grievant may request, in writing through the superintendent, a meeting with the Board of Directors for the purpose of resolving the grievance. The Board of Directors shall, within fifteen (15) days of receipt of the request, confer with the individual at a meeting other than the regularly scheduled Board meeting to hear the grievance and attempt to reach a satisfactory solution. The Board of Directors shall communicate their proposed disposition of the grievance in writing to the grievant within ten (10) days of the conference.
- Step 4B. If the grievant does not appeal the grievance to the Board of Directors within twenty (20) days after failing to achieve satisfaction at Step 3, the grievance shall automatically be waived.
- Step 5A. If a satisfactory solution is not reached within ten (10) days after the grievant has met with the Board, the grievant shall have the right to request in writing that the Nooksack Valley Education Association submit his grievance to arbitration before an impartial arbitrator. Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this Agreement.

The Association shall notify the District of its intent to seek arbitration and within five (5) days, the Association and the board will jointly request a list of five (5) arbitrators from the American Arbitration Association (AAA) or Public Employee Relations Commission (PERC) if the parties cannot agree on a local arbitrator. Beginning with the Superintendent, the Superintendent and the Association shall strike names from the list until one individual's name remains, said individual to become arbitrator. The arbitrator selected will confer with representatives of the District and the Association and hold a hearing promptly and will issue his findings of fact, reasoning and conclusion on the issue submitted in writing not later than twenty (20) days from the date of the close of the hearings. The findings of the arbitrator shall be final and binding on the parties.

Neither the employer nor the Association shall be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this agreement. Both parties agree that the findings of the arbitrator shall be final, and binding and that judgment therein may be entered in any court of competent jurisdiction.

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

No reprisals of any kind will be taken by the Board or the School Administration against any teacher because of his/her participation in this grievance procedure.

All documents, communications and records dealing with the processing of a grievance shall be

filed separately from the personnel files of the participants.

ARTICLE XI

SECTION 1

Principal Designee

In the event an administrator substitute is not available for a building administrator who is absent for an extended period, out of the district, and/or unavailable to return to the building in a timely manner, there shall be a designated certificated employee, known as the Principal Designee. The Principal Designee will fill in for the building administrator during the occasions described above. Acceptance of this assignment by the certificated employee shall be voluntary.

The Principal Designee shall receive an annual stipend of \$500 and compensation at the per diem rate when the assignment results in lost planning time, loss of lunch time, and/or time beyond the regular contract day. A substitute will be provided by the building administrator for the Principal Designee when needed.

Each school will have a clearly defined written plan of responsibilities and coverage for the Principal Designee. At the beginning of each school year the Principal Designee shall receive adequate training and instructions regarding procedures from the building administrator. Plans for Principal Designee's training, coverage, and responsibilities will be submitted every September to the Superintendent and Association President for their review.

**ARTICLE XII
LENGTH OF AGREEMENT**

This agreement shall be in effect as of September 1, 2021 and shall continue to be in effect until August 31, 2023

We agree to the following contractual arrangement;

NOOKSACK VALLEY
EDUCATION ASSOCIATION

NOOKSACK VALLEY
SCHOOL DISTRICT

NVEA President

NVSD Board Chairman

Date

Superintendent

APPENDICES

Appendix A Classroom Teacher Evaluation

This Memorandum of Understanding is entered into by and between the Nooksack Valley School District and the Nooksack Valley Education Association, providing for the addition of a new Section under Article IX to the collective bargaining agreement between the parties for the 2014-15 contract year. At the conclusion of the 2014-2015 contract year, this MOU shall be reviewed and the parties will negotiate terms and conditions of employment relating to the new evaluation system. Any changes made to the Teacher Evaluation System in the next legislative session will cause the parties to review this MOU.

SECTION 1

The new teacher evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the CEL 5D+ instructional framework, teachers and their evaluators will engage in a process that is a growth-orientated model, allowing for each teacher to be evaluated and improve their professional practice, skills, and knowledge.

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

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the teacher, as described in WAC 392-191A-050:

“To identify, in consultation with classroom teachers..., particular areas in which their professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher...needs to improve his or her performance.”

“To assist classroom teachers...who have identified areas needing improvement, in making those improvements.”

SECTION 2: APPLICABILITY & TRANSITION PLAN

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

The term “classroom teacher” does not include ESAs, Counselors, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system.

For 2014-2015, all provisional teachers plus any non-provisional teachers who do not qualify for focused evaluation shall receive a comprehensive evaluation. In the event this does not result in 25 % of the teachers in each building, the building principal will ask for volunteers at the building level to achieve said 25%. Seniority shall be used to select between volunteers and reverse seniority shall be used in the absence of sufficient volunteers, with the District reserving the right to limit the number of comprehensive evaluations to be performed in 2014-2015 beyond this minimum number.

All provisional teachers shall receive a comprehensive evaluation. All remaining classroom teachers, not yet evaluated on the Comprehensive Plan, shall be transitioned to a comprehensive evaluation on a staggered basis over the 2014-15, 2015-16 and 2016-17 school years. In the event fewer than the required number of teachers volunteer, reverse seniority will be used to determine who shall be evaluated under the comprehensive evaluation.

Any teacher in the District who has not previously received a comprehensive evaluation shall receive one in 2016-17.

SECTION 3: NOTIFICATION & SCHEDULE

Teachers shall be notified by the third Thursday in May if they are to be evaluated on the Focused Evaluation (FE) or Comprehensive Evaluation (CE) in the following year.

Each employee within fifteen (15) days of employment or within fifteen (15) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms or screenshots appropriate to the teacher's position and track (FE or CE) in the evaluation cycle.

Any teacher who is not required by law or by the terms of this section of the Agreement to receive a comprehensive evaluation shall receive a focused evaluation, unless the teacher or evaluator initiates a move from focused to comprehensive evaluation, in accordance with Section 10 below.

SECTION 4: PROFESSIONAL DEVELOPMENT

Prior to being evaluated under this Article, each teacher shall receive adequate professional development to comprehend the framework and understand the evaluation process. The District Administrative Team, the Teaching and Learning Team, and NVEA appointed representatives, will work collaboratively to assure the provision of substantive training relevant to the instructional framework, rubrics and processes described here in the MOU.

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

Each year the superintendent will provide evidence to the NVEA that all administrators evaluating teachers on the new evaluation system will have received and completed training specific to the use of the 5D+ Framework in the evaluation process. All certificated classroom teachers will be evaluated by an evaluator who has engaged in professional development designed to implement the revised evaluation system and maximize rater agreement. (RCW 28A.405.120, RCW 28A .405.130)

SECTION 5: STATE CRITERIA AND FRAMEWORK

A. The state evaluation criteria are:

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

B. Instructional Framework: The parties have agreed to the adopted evidence-based instructional framework developed by University of Washington CEL 5D+ and approved by OSPI. Classroom teachers shall be evaluated using the eight (8) state criteria. Classroom teachers shall be observed, and artifacts and evidence will be collected and analyzed based on the CEL 5D+ Instructional Framework and CEL 5D+ Teacher Evaluation Rubric. Following analysis of observations, evidence and other agreed upon artifacts, the 5D+ indicator scores will be transferred to the eight (8) state criteria for reporting purposes. (Appendix: Exhibits A and B “Crosswalk” Documents)

C. The dimensions for the UW CEL 5D+ are: Purpose, Assessment of Student Learning, Student Engagement, Curriculum and Pedagogy, Culture Environment and Culture, and Professional Collaboration and Communication.

SECTION 6: DEFINITIONS

A. Artifacts shall mean any products generated, developed or used by a certificated teacher. Additionally, tools or forms used in the evaluation process may be considered as artifacts. Teachers shall not be required to create artifacts specifically for the evaluation system. Artifacts should be authentic and result from the normal course of professional performance during the period of time the teacher is being evaluated.

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

C. Dimension shall mean one of the Dimensions from CEL 5D+ Teacher Evaluation Rubric.

D. Indicator shall mean one specific aspect of teaching practice within dimension of the CEL 5D+ Teacher Evaluation Rubric and eight (8) state criteria. There are 37 total indicators.

E. Evaluator means an administrator who has received and completed training specific to the use of the 5D+ Framework in the revised evaluation system and engaged in professional development to maximize rater agreement.

F. Evidence shall mean observed practice, products or results of a certificated classroom teacher’s work that demonstrates knowledge and skills of the educator with respect to the UW CEL 5D+ Instructional

Framework and 5D+ Teacher Evaluation Rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. Student and parent perception survey data is optional and may be used by the teacher but is not required. All evidence used in the summative evaluation will be collected through a shared responsibility between the teacher and evaluator.

- G. Student Growth shall mean the change in student achievement between two points in time. The District will not use a single test score or measure of student growth to evaluate the performance of certificated employees or to determine their right to transfers, reassignments, compensation levels or other personnel actions.
- H. Student Growth Data shall mean multiple measures, qualitative and quantitative, from high quality sources, that may be formative and summative, are mostly generated from classroom based assessments, and may include school, district and /or state-data used as one measure when relevant and available.

SECTION 7: EVALUATION TYPES

- A. A ‘Comprehensive Evaluation’ (CE) must be completed for a certificated classroom teacher at least once every four (4) years, and yearly for all provisional status teachers. Any classroom teacher that received a summative rating of Basic or Unsatisfactory on the previous year’s evaluation shall be placed on a CE. A CE produces a final summative performance rating based on the eight (8) state criteria and a student growth rating based on the five (5) student growth components 3.1, 3.2, 6.1, 6.2, and 8.1.
- B. Beginning in the 2015-16 school year, a ‘Focused Evaluation’ (FE) produces a final summative performance rating based on one of the eight (8) state criteria, plus student growth components. This focus will be identified by the teacher with agreement of the evaluator. All teachers who are not required to be on a comprehensive evaluation are eligible to be on a FE. If a teacher’s focus is criterion 1, 2, 4, 5, or 7, s/he must also be evaluated using the student growth components of 3 or 6. If a teacher’s focus is criterion 3, 6 or 8, the teacher is evaluated on the corresponding student growth components.
- C. For the 2014 -2015 school year, teachers on Focused Evaluation (FE) will be evaluated on the Curriculum and Pedagogy dimension using the UW CEL 5D+ rubric and will include the student growth components for either criterion 3 .1 and 3.2 or 6.1 and 6.2 of the eight (8) state criteria.

SECTION 8: STUDENT GROWTH

- A. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as:
 - SG 3.1 Establish Student Growth Goals for subgroups.
 - SG 3.2 Achievement of Student Growth Goals for subgroups.
 - SG 6.1 Establish Student Growth Goals for whole group.
 - SG 6.2 Achievement of Student Growth Goals for whole group.
 - SG 8.1 Establish Team Student Growth Goals

When a teacher is on a Comprehensive Evaluation, evaluators add up the raw score on these components and the teacher is given a score of low, average, or high based on the scores below:

- 5-12—Low
- 13-17—Average
- 18-20—High

- B. Student growth data will be taken from multiple sources and must be appropriate and relevant to the teacher's assignment. The data should be aligned with District, School and classroom-based measures when relevant and available.
- C. If a teacher receives a 4 – Distinguished summative score on a Comprehensive Evaluation, and a Low student growth score, s/he must be automatically moved to a 3 – Proficient summative score. A student growth score of 1 – Unsatisfactory in any rubric row will result in an overall low student growth score. If a teacher receives an overall low student growth score on the summative evaluation, one or more of the following will be initiated by the evaluator within two months of receiving the low rating or the beginning of the next school year, whichever is later:
1. Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, district and state-based tools.
 2. Document extenuating circumstances possibly including goal setting process/expectations, student attendance, class size/mix and curriculum/assessment alignment;
 3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices; and/or
 4. Create and implement a professional development plan to address student growth areas.

SECTION 9: COMPREHENSIVE EVALUATION

Evaluation is a formative and summative process of analyzing evidence as it relates to the researched based instructional framework. The process of searching for the evidence leads to continuous improvement for teaching and learning. The evaluation process includes observations, reflection, conversations, goal setting, and taking specific actions toward improvement.

A. Establishing Growth Goals

1. The teacher reflects and self-assesses on the instructional framework.
2. The teacher gathers and analyzes student achievement data.
3. The teacher drafts appropriate professional growth goal(s).
4. The teacher drafts appropriate student growth goal(s).

B. Initial Evaluation Conference

1. The evaluator and teacher meet to collaborate and reach agreement on Professional and Student Growth goals, which are aligned to school and district goals. The teacher will share his/her completed self-reflection with the evaluator during this conference.
2. The evaluator and teacher discuss a possible observation schedule.
3. The evaluator and teacher determine, to the extent possible, the artifacts, evidence and student data to be collected and analyzed and what each will contribute to the final summative evaluation conference.

C. Formal Observations

1. The first of at least two (2) prearranged formal observations for each teacher shall be conducted by December 15th. The second of two (2) formal prearranged observations will occur no sooner than six weeks after the first formal observation unless mutually agreed upon by the teacher and his/her evaluator so that reasonable time can be provided for continuing professional growth.
2. The final formal observation shall occur prior to May 1st, unless mutually agreed upon by teacher and evaluator.
3. Additional observations may be scheduled as needed.

4. The total annual observation time cannot be less than sixty (60) minutes. At least one formal observation shall not be less than 30 minutes in length.
5. The evaluator or teacher may initiate a pre-observation conference no more than five (5) days prior to each formal observation date. The purpose of the pre-observation conferences may be to discuss the teacher's goals, length of the formal observation, and professional activities to be observed, their content, learning targets, or possible observable evidence.
6. Observations will not take place on early release or late start days, the day before or after winter or spring break, and on days of an assembly or a modified schedule, unless otherwise agreed to by the teacher.
7. The evaluator will document all formal observations and provide copies to the teacher within five (5) school days of the observation.

D. Post-Observation Conferences

1. The purpose of a post-observation conference is to review the evaluators and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. Any documentation utilized by the evaluator must be shared with the teacher at this conference.
2. The teacher may provide additional evidence to aid in the assessment of his or her professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence or artifact provided by the teacher shall be considered by the evaluator in determining the final evaluation score.
3. A post-observation conference between the evaluator and teacher will be held no later than seven (7) days after the formal observation, unless mutually agreed upon.
4. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria in writing and discuss next steps with the teacher.
5. The teacher must be given the opportunity to attach written comments to any documentation submitted by an evaluator.

E. Informal Observations

1. An informal observation is an observation that is not required to be pre-scheduled.
2. Observations do not have to be in the classroom. Department, PLC, grade level or other collegial meetings may be used for informal observations.
3. Any documentation made during an informal observation must be shared with the teacher within five (5) school days.
4. An evaluator may conduct any number of informal observations.
5. Any time after an informal observation a teacher may request a post-informal observation conference.

F. Electronic Monitoring

All observations shall be conducted openly. We acknowledge that teachers and principals may utilize digital technology for collecting evidence of professional and student growth. However, mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher.

G. Final Summative Evaluation Conference

1. No later than May 15th the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence.
2. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted and have been shared with the teacher in accordance with Section 9.
3. If the evaluator judges the teacher to be below Proficient overall, the evaluator must have documented evidence drawn from more than one occasion of when the teacher showed deficiencies in his/her professional performance. No teacher shall be judged to be below Proficient in any criterion without prior notice to allow for improvement.
4. The teacher will receive a copy of the *Comprehensive Evaluation State Criterion Worksheets (Appendix Exhibit C)* and *The Comprehensive Teacher Summative Evaluation Form (Appendix: Exhibit D)* The teacher will sign two (2) copies of the *Comprehensive Teacher Summative Evaluation Form* to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

SECTION 10: FOCUSED EVALUATION

The Focused Evaluation (FE) focuses on improvement of teaching skills, content knowledge, techniques, and abilities. If a non-provisional teacher has scored at Proficient or higher the previous year, s/he will be evaluated using the FE. The teacher can stay on the FE for three (3) years before returning to the Comprehensive Evaluation. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation on or before five (5) days following the first formal observation.

A group of teachers may choose to focus on the same evaluation criteria and share professional growth activities. Individuals will be encouraged, but not required, to work on shared goals through PLC's and/or grade level teams.

The process for the FE shall remain the same as for a CE as described in Section 7 and Section 9, using the *Focused Evaluation Worksheet (Exhibit E)* and the *Focused Teacher Summative Evaluation Form. (Exhibit F)*

SECTION 11: CRITERION SCORING AND SUMMATIVE PERFORMANCE RATING

A. Criterion Performance Scoring

The District's criterion scoring methodology will be an analysis of the collection of evidence based on the scoring band methodology, described and illustrated in the *District Evaluation Worksheets* for comprehensive and focused evaluations. Scoring will be based on the CEL 5D+ Instructional Framework and CEL 5D+ Teacher Evaluation Rubric; including observations, evidence and other artifacts. Teacher self-assessments will not be a factor in determining a summative score. The 5D+ indicator scores will be transferred to the eight (8) state criteria for reporting final summative scores.

B. Summative Performance Rating

1. **Comprehensive Evaluation:** A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The eight (8) criterion scores will be totaled for an overall summative score. The ratings are as follows:

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

In addition to the comprehensive summative score, a student growth score will be determined in accordance with Section 8.

2. Focused Evaluation (2014-15 school year only): A classroom teacher on FE shall receive a summative performance rating for the Curriculum and Pedagogy dimension of the CEL 5D+ Instructional Framework, which includes seven (7) indicators. The student growth components of either criterion 3 or 6 must also be included in the summative performance rating. The ratings are as follows:

- 9-16 Unsatisfactory -1
- 17-24 Basic – 2
- 25-32 Proficient – 3
- 33-36 Distinguished - 4

Focused Evaluation does not include a separate student growth score.

3. Focused Evaluation (Beginning in the 2015-16 school year): A classroom teacher on FE shall receive a summative performance rating based on one of the eight (8) state criteria identified by the teacher and agreed upon by the evaluator at the start of the year. If a teacher’s focus is criterion 1, 2, 4, 5 or 7, s/he must also be evaluated using the student growth components of criterion 3 or 6. The scores from those components are added to the indicator scores of the chosen criterion. If a teacher’s focus is criterion 3, 6 or 8, the student growth components are already included as indicators of the criterion. The scoring band ranges used to determine the final summative score will vary based on the number of indicators included in the chosen criterion.

Focused Evaluation does not include a separate student growth score.

SECTION 12: NON-PROBATIONARY SUPPORT FOR BASIC AND UNSATISFACTORY

- A. The Association will be notified within ten (10) days when any teacher is judged below 3 - Proficient on the summative evaluation.
- B. When a teacher is judged below 3 – Proficient on the summative evaluation, s/he may participate in a voluntary, mutually developed support plan, funded by the District, that may include, but is not limited to peer mentors/coaching, peer observations, book study, and District or ESD staff development related to the area(s) of identified need.
- C. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the first formal observation in that following year results in ongoing and specific performance concerns, the evaluator and the teacher shall attempt to develop a mutually agreeable written plan designed to improve the teacher’s effectiveness in the deficient area(s).

SECTION 13: PROVISIONAL EMPLOYEES

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

Before non-renewing a provisional teacher, the evaluator will make a good faith effort to assist the teacher in becoming proficient or above based on the evaluation criteria. Before non-renewing a provisional teacher, the evaluator shall provide one (1) or more of the following resources to support professional growth:

1. Assign a mentor
2. Provide release time to observe other teachers
3. Provide clear ideas and strategies on how to reach “proficient”
4. Provide other support mutually agreed to by the teacher and the evaluator

Further, the evaluator may require that a written plan of improvement be developed to support the provisional employee’s growth.

SECTION 14: PROBATION

At any time after October 15, a non-provisional classroom teacher, whose work is judged unsatisfactory based on the scoring criteria, shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

- A. A classroom teacher’s work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is 1 – Unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below 3 – Proficient for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- B. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments consistent with WAC 181-82-110.
- C. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
 1. The evaluation report prepared pursuant to the provisions of Sections 9 above, and,
 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- D. If the Superintendent concurs with the administrator’s judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. Days may be added to if deemed necessary to complete a program for improvement and to evaluate the teacher’s performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the teacher has five (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than level 2. At the time the teacher is placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:

1. Specific areas of performance deficiencies identified from the instructional framework.
2. A suggested specific and reasonable program for improvement that includes the specific evaluative criteria which must be met, and the measures and benchmarks which will be used to determine the teacher's success or failure; and
3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.

E. Evaluation During the Probationary Period

1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher, and shall provide copies of any other documentation gathered between meetings.
4. The probationary teacher must be removed from probation if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
5. The evaluator may authorize one additional certificated employee (not within the teacher's bargaining unit) to evaluate the probationer and to aid the teacher in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationary teacher may request that an additional certificated employee evaluator become part of the probationary process and the request must be implemented by including an additional experienced evaluator assigned by the ESD and selected from a list of evaluation specialists compiled by the ESD. Any such request for an additional evaluator shall be made in writing by the 5th day of the probationary period.
6. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

F. A teacher must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a teacher with five (5) or fewer years of experience or of level 3 or above for a teacher of more than five (5) years of experience.

G. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

H. Evaluator's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which shall identify whether the performance of the probationary teacher has improved, and which shall set forth one (1) of the following recommendations for further action:

1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or

2. There is a need for days to be added as deemed necessary to complete a program for improvement and evaluate the teacher's performance, if the probationary period is concluded before May 15th of the same year; or
3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to discharge or non-renew the employment contract of the teacher.

I. Action by the Superintendent

Following a review of the report submitted pursuant to paragraph J above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

SECTION 15: DISCHARGE

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

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

SECTION 16: DOCUMENTATION

Statements and information brought to the District's attention from sources other than the appointed evaluator, including parents, students or other staff, may prompt further inquiry, but evidence of competency will be based on the evaluator's direct observations, conversations with the teacher, and the collection of products or results of the teacher's work.

Only the Summative Evaluation Report and any attached teacher documents shall be included in the teacher's personnel file.

SECTION 17: EVALUATION RESULTS

Evaluation results and related materials shall not be:

1. Shared or published outside of the District without notification to and permission of the individual and/or Association.
2. Used to determine any type of base or additional compensation.
3. Used to solely determine assignment or placement.

Appendix of Evaluation Documents and Forms:

A: Crosswalk Document: Overview of the Teacher Evaluation State Criteria

B: Crosswalk Document: Overview of the 5D Teacher Evaluation Indicators

C. 2014-15 NVSD Comprehensive Evaluation State Criterion Scoring Bands Worksheets

D. 2014-15 Comprehensive-Certificated Teacher Summative Evaluation

E. 2014-15 (only) Focused Evaluation Worksheet for Curriculum and Pedagogy

F. 2014-15 Focused -Certificated Teacher Summative Evaluation

CLASS SIZE/CASELOAD RESOLUTION PROCESS

Name of Employee: _____

Date of Initial Notification: _____

Reported to (name of administrator) _____

Description of overload situation (class, service, numbers, comparison to like groups, etc.)

Date of meeting to propose remedies: _____ (Must be within 5 days of initial notification)

Attendees of meeting: _____

Proposed remedies to resolve overload:

____ Employee's Initials

____ Administrator's Initials

(Initials indicate knowledge of proposed remedies, not final agreement.)

Remedy can be agreed upon at this meeting or if needed, employee has up to two (2) days to consider proposed options. Agreement confirmation and document follows:

_____ Date of meeting to confirm plan of action. (May or may not be same as date of proposed remedies meeting.)

Attendees of meeting: _____

Employee and Administrator agree to the following plan of action:

Employee Signature _____ Date: _____

Administrator Signature _____ Date: _____

This plan of action must be initiated by _____ (Within 5 days of this agreement.)

***If overload cannot be resolved at this meeting, a meeting with the superintendent/designee will be granted within five (5) working days of the request:

_____ Date of notification to superintendent/designee

_____ Date of meeting between employee and/or administrator and the superintendent/designee

Attendees of meeting: _____

Plan of action to resolve overload issue:

Signature of employee _____

Signature of superintendent/designee _____

This plan of action must be initiated by _____ (Within 5 days of this agreement.)