LABOR AGREEMENT

between

NEWPORT CONSOLIDATED
JOINT SCHOOL DISTRICT NO. 56-415

and the

NEWPORT ASSOCIATED
TEACHERS

SEPTEMBER 1, 2026 - AUGUST 31, 2027

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PREAMBLE

This Agreement is made and entered into between the Newport Consolidated Joint School District No. 56-415 (hereinafter referred to as the "District"), and the Newport Associated Teachers (hereinafter referred to as the "Association").

The District and the Association agree that an efficient educational service is a primary purpose of this Agreement as well as the establishment of fair and reasonable compensation and working conditions for employees of the District. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of furthering harmonious labor/management relations between the District and its employees. Therefore, this Agreement and the procedures that it establishes for the resolution of differences is intended in all respects to be in the public interest.

ARTICLE I - ADMINISTRATION AND GENERAL

Section 1 - Recognition

The District hereby recognizes the Association as the exclusive bargaining representative for all certificated personnel under contract to the District except for the following exclusions:

1. Certificated teachers who spend an average of twenty (20) hours or more per week on a regular basis on specifically assigned administrative supervisory duties separate from regular classroom teaching assignments

2. Casual (short-term) substitute teachers and substitute support personnel

3. Superintendent

4. Building principals and assistant principals and Special Services Director

5. Vocational directors*

6. Athletic Director*

*Both parties agree that these positions shall not affect their representation as a classroom teacher or their membership in the Association. The Association does not negotiate their Directorship salaries.

Section 2 - 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 law by a tribunal of competent jurisdiction (local District Court, PERC, etc.), such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

Section 3 - Distribution of Bargaining Agreement

Following ratification by the Association and approval by the Board of Directors, the District and the Association shall jointly arrange to print or have printed copies of this Agreement.

The Association and the District will cooperate in the preparation of the copy from which the Agreement will be printed. The parties will concur on the design and layout of the copy before the printed run is made.

The cost of printing shall be borne equally by the District and the Association.

A copy of the Agreement shall be made available to each certificated employee who requests a physical copy, and a digital version shall be shared and available to every certificated employee. The contract shall be updated to the district website within ten (10) business days of ratification of the agreement.

Section 4 - Status of Agreement

This Agreement shall become effective upon ratification by the Association and the Board.

This Agreement may be amended or modified only by the mutual consent in writing of both parties as approved by the duly authorized signatures of the parties. Where there is conflict between this Agreement and any resolution, rule, policy, or regulation of the District, the terms of this Agreement shall prevail.

Section 5 - Labor/Management Meetings

Upon request of either party, the Association President and/or his/her designated representative(s) shall meet with the Superintendent and/or his/her designated representative(s) at a scheduled meeting to review and discuss matters covered by this Agreement and general employee/employer relations. Such meetings may be postponed or canceled by either party if mutually agreed. These meetings are not intended to bypass administrative channels or the Grievance Procedure.

At the discretion of either party, additional meetings shall be scheduled at a mutually agreeable time but not later than five (5) days from the date the request is made. Such request will be in writing and will contain the items of concern.

Section 6 - District Rights and Prerogatives

In matters not covered specifically by language within this Agreement, the District management shall have the clear right to make decisions in such areas, and such decisions shall not be subject to the Grievance Procedure unless the Association alleges that the decisions are in violation of any of the terms of this Agreement.

Section 7 - District Security

The Association agrees that during the life of this Agreement it will not cause, authorize, condone, sanction, or take part in any strike, walkout, work stoppage, or work slowdown.

Section 8 - Nondiscrimination

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, domicile, or the presence of any handicap except as required in accordance with the Agreement or as otherwise provided by law and provided that such handicap shall not significantly affect the performance of duties as a teacher.

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

The District agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint, coercion, or harassment by the District or any District representative against any employee.

The Association recognizes its responsibility as bargaining agent and agrees to represent equally, all employees in the Association without discrimination, interference, restraint, coercion, or harassment.

ARTICLE II - BUSINESS

Section 1 - Deduction of Dues

Upon receipt of a written Dues Deduction Authorization and assignment from an Association employee, the District shall make the appropriate payroll deduction as certified by the President of the Association and shall transmit the monthly dues to the Washington Education Association. Any change in the rate of membership dues shall require at least thirty (30) days written notice to the Superintendent's Office.

The Dues Deduction Authorization shall be on forms as provided by the Washington Education Association and shall be continuing, concurrent with employment in the District.

It is understood and agreed that this dues deduction system is for the collection of dues only.

Section 2 - Maintenance of Membership (Modified Agency Shop)

All employees who, on the date of ratification of this Agreement by the Board of Directors, are members of the Association in good standing and all employees who voluntarily join the Association after this date have the option to maintain their membership in the Association in good standing for the life of this Agreement.

Section 3 - Association Use of District Facilities

The Association and its representative shall have the opportunity of using District buildings for meetings and to transact Association business. Should such a meeting entail additional cost to the District for building maintenance or custodial care, this expense shall be borne by the Association. Association meetings may be conducted before or after stated school hours for certificated teachers. The Association shall notify the building principal in advance so as to avoid conflicting schedules of building use.

The Association shall have the opportunity of using District facilities and equipment, including, duplicating equipment, computers, and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use, but such use shall not occur during regular school hours. Said equipment may be used only in the building in which it is normally housed unless authorized by the building principal. The Association shall furnish at its own expense, or by reimbursement to the District, all paper and supplies related to such use and shall be held responsible for any damage or maintenance charges attributable to its use of District equipment.

The Association shall have the opportunity of posting notices of activities and matters of Association concern on bulletin boards in each faculty lounge of each building in the District, provided the materials posted do not contain personal references or other material of a libelous nature which would incite teachers or students against teacher, the Board, or the Administration.

The Association shall have the opportunity of using the District mail service and teacher mailboxes for communication purposes so long as such communications are labeled as Association materials and contain the name of the authorizing official, a copy is made available to the building principal on the day of distribution, and providing that material not being detrimental or defaming to any individual or groups is disseminated.

Confidential correspondence between the Association and one of its members or the administration, when using the District mail, shall be routed in specially designated mail envelopes to prevent unintended breaches of confidentiality.

The District agrees to furnish the Association, upon request, all public information required by the Public Disclosure Laws of the State of Washington. Such information is to include copies of public information distributed to the school board members including financial reports and board policy changes. This information is to be delivered to the President of the Association.

The Association and its representative shall have access to all District buildings and to all certificated teachers who are not on duty, provided the Association representative first makes his/her presence known to the building principal (or in his/her absence, to the building office) and the presence of such representative shall assure the continuity of District operations. Local representatives, not more than three (3) in number, authorized by the Association who participate during working hours in negotiations, grievance proceedings, conferences, or meetings called by the representative of the District, shall incur no loss of pay. The parties understand that in the case of grievance proceedings or under other extenuating circumstances, the attendance of additional local representatives may be permitted.

Section 4 - District/Citizen's Strategic Planning Committees

The District agrees to meet and confer with the Association upon its request relative to providing the Association with information from all Strategic Planning/Accreditation meetings. The Association shall have the opportunity for representation on all District building level Action Teams.

Strategic Planning/Accreditation committees appointed by the Board of Directors would not necessarily have the representation of Association members, although the District agrees to provide the Association with information from these committees upon the Association's request.

ARTICLE III - PERSONNEL

Section 1 - Hiring Practices

The District shall employ only teachers who are certificated and credentialed as required by applicable state laws, the Washington Administrative Code, and the other requirements as specified by the Office of the State Superintendent of Public Instruction. All teachers shall be placed on the annual salary schedule. The District shall maintain an affirmative action program pursuant to guidelines established by the Washington State Human Rights Commission. A copy of this affirmative action program shall be available for inspection to any teacher upon request to the Office of the Superintendent.

Employees hired by the district with prior teaching experience, thereby giving them advancement within the salary schedule, will adhere to the Verification of Prior Certificated Experience process listed below:

Verification of Prior Certificated Experience

A. Initial Submission of Verification Documents

Upon hire, each certificated employee shall be assigned a packet of forms titled Verification of Certificated Experience through the District's Onboarding Portal for the purpose of establishing creditable prior certificated experience and appropriate salary placement. The packet shall include:

1. A release of information form authorizing the District to obtain employment records, experience verification, and clock hour records from prior employers;
2. A sexual misconduct disclosure form, as required by law; and
3. A certificated verification of experience form for each prior employer.

The District shall make available up to six (6) prior employment verification forms through its onboarding process. Employees requiring verification from more than six (6) prior employers shall contact Human Resources to obtain additional forms.

B. Employee Responsibility

The employee shall accurately complete and submit all required verification documents through the District's Onboarding Portal. Upon completion of the required forms, Human Resources will be notified and will forward the documents to the employee's prior employers for verification.

C. Verification Process

As verification forms are returned by prior employers, the District shall update the employee's experience record in the District's Human Resources system and a notice will be sent to the employee through the District's Onboarding Portal process providing the employee the status of outstanding and completed verification requests.

D. Salary Placement and Adjustment

Salary placement based upon prior certificated experience shall be considered tentative until the District receives verification from the employee's prior employer(s).

The District shall award experience credit only for experience verified by prior employers or otherwise documented to the satisfaction of the District. If verified experience differs from the experience reported by the employee during the application or hiring process, the employee's credited experience and salary placement shall be adjusted to reflect the verified experience.

Any resulting salary adjustment may be either upward or downward and shall be effective prospectively upon verification. Nothing in this section shall prohibit the District from correcting salary placement errors resulting from inaccurate or incomplete experience information. For example: If a teacher stated they worked at XYZ District for 1 year and the experience is verified and the teacher only worked 3 months, the experience given would be only .30 not 1.0. Further, a teacher is not able to claim a full year of experience until they have completed a full year.

E. Outstanding Verification Requests

It shall be the responsibility of the employee to monitor and confirm verification of all prior contracted experience (i.e. contracted long-term substitute positions, part-time contracted teaching positions, private school contracted positions, etc.) as human resource works through the process of communication and verification. It shall be understood that any unverified experience as of December 1st will be forfeited.

Upon request of the employee or prior employer, the District shall make reasonable efforts to resend verification forms or provide replacement forms to facilitate the verification process until the December 1st deadline referenced above is reached.

F. Final Determination

The District's determination of creditable prior experience shall be based upon documentation received from prior employers and other records deemed acceptable by the District. Such determination shall govern salary schedule placement under this Agreement.

Section 2 - Layoff and Recall

Prior to November 1st each year, the District will provide each certificated employee with a statement of his/her seniority as recorded in his/her District personnel records. The list shall be ordered from the highest rating (with respect to the criteria listed in Staff Retention, paragraphs C and D) to the lowest. Years of seniority and areas of endorsements shall be noted by each teacher's name.

Any staff member may, in writing, and within twenty (20) work days of receipt of the list, file with the Superintendent his/her objection to the ranking order. The employee may request consideration for the correction of the ranking order based on the information in the District's possession. Said individual must include in the request a full statement as to the facts on which the employee contends the list should be corrected. If the Superintendent rejects the individual's request for correction of the list, he/she shall do so in writing, and provide the individual and the Association with copies thereof. If a request is not filed with the Superintendent's office within twenty (20) work days of receipt of list, the seniority and certification listing shall be deemed correct.

The final seniority list (including seniority and certification) will be published and distributed to the employees and the Association by February 1st.

Layoff

Prior to May 15, the Board of Directors shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and/or services at substantially the same level for the following school year.

In the event that the Board anticipates a reduction or modification of any part of its educational programs and/or services that may conceivably affect any staff member's employment status, then the Board shall provide the Association with a detailed report of the financial affairs of the District. If the Board determines that such financial resources are not reasonably assured for the following school year, the Board may adopt a modified educational program and/or reduce other services.

In the event the Board does adopt a modified program which will affect any staff member's employment status:

1. the Board will identify those certificated staff members who will be retained to implement such a modified program, and

2. those certificated staff member(s) who will be placed in layoff status, and

3. those whose curricular or extracurricular assignment will be altered, and

4. the above modifications and the rationale for each shall be made available to the Association in writing within five (5) days of adoption.

In the event the Board determines that probable cause for layoff exists based on a lack of sufficient funds or a loss of levy election, the affected employees shall receive a notice of probable cause pursuant to the Revised Code of Washington. The employee, with the exception of a provisional employee, may appeal any said probable cause determination directly to the Superior Court of the county in which the School District is located. Such appeal shall not impede the District from continuing its implementation.

Administrative Procedures - Programs and Services

If educational programs (curricular and/or extracurricular) and services of the School District are to be modified because of a lack of financial resources, the following procedures will be in effect in determining the programs and services to be retained, modified, or eliminated:

A. Where revenues are categorical funds and depend on actual expenditures rather than budget amount, effort will be made to maintain these programs, where reasonable, to the limit of the categorical support (e.g., Career and Technical Education (CTE), federally supported programs, lunchroom, etc.).

B. In its efforts to retain as much of the basic curricular educational program as the District's financial resources will permit, the Board of Directors shall make reductions in expenditures, where reasonable and not categorically funded, in capital outlay, supplies and materials, contractual services, travel, and in all extracurricular supplemental assignments.

C. Highest priority will be given to maintaining existing curriculum and staff to support that curriculum.

D. High priority will be given to maintaining current pupil/teacher ratios in the classroom.

E. The Association may make recommendations to the Board of Directors about possible reductions in expenditures.

Staff Retention

A. In the event there is modification of programs and services for financial reasons, the number of certificated personnel that are required to implement the modified educational programs and services shall be determined as provided in this Section.

B. In an effort to eliminate the necessity of layoff, every reasonable effort shall be made to ascertain the number of certificated positions which will be open for the following school year by reasons of normal attrition as outlined below. Such vacancies shall not be replaced except as indicated in #2 of the following list.

1. Certificated personnel retirements and resignations

2. Vacant positions will be filled by transferring currently employed certificated staff members within the District unless, by reason of certification, no qualified person is available.

C. 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 such valid Washington State Professional Education Certificate(s) and/or endorsements as stated by Washington Administrative Code as may be required for the position(s) under consideration.

Certificated staff will be placed in each of the following categories for which they qualify:

Pre-8

7-12

Support Personnel (Speech/language therapists, occupational therapists, physical therapists, psychologists, librarians, counselors, and certificated school nurses are to be listed in their own categories.)

D. Layoff shall be by inverse seniority only. Seniority within each category is defined as the length of pre-12 regular certificated, contract service with any Washington State public school district. Less than a full year working experience shall be computed as the actual number of days employed by a district(s) as a full-time employee or as a long-term substitute. Seniority for those who work less than full time will be prorated according to the percent of the full-time contract that was worked. A temporary employee hired to replace an employee on leave shall be afforded seniority from the date hired to replace said employee.

Newport School District seniority will be determined per the date and time stamp from the intent to hire form. If ties exist, preference will be given to the employee(s) with the greatest number of years of experience within Newport School District as recorded in the District Superintendent's Office. If ties still exist, preference will be given to the employee(s) who is the farthest to the right in horizontal placement on the salary schedule as credited by the District Superintendent's Office by September on the current salary schedule. If ties still exist, the preferences will be given to the employee(s) by placing numbered pieces of paper in a hat and each employee within the tie situation drawing a piece of paper with a number on it; the person(s) with the lower number(s) will be the person(s) retained.

E. Layoff will not be used to increase or decrease representation under affirmative action goals.

F. No consideration will be given for an employee's willingness to assume extracurricular activities in addition to his/her teaching assignment.

G. Prior to May 15 of the year immediately preceding the school year in which the modified educational programs will take effect, the name(s) of certificated personnel to be placed in layoff status, if any, shall be identified and submitted to the Board for approval and action under the Revised Code of Washington.

Recall

A. All certificated personnel who are not recommended for retention in accordance with these provisions shall be laid off and placed in a pool according to seniority for possible reemployment. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties for which they are qualified. If more than one (1) such employee is qualified for an open position, the employee who was last laid off shall be the first offered such position.

1. When a vacancy occurs for which any person in the employment pool is qualified, notification from the School District to such individual will be by certified mail or personal contact by the Superintendent. Such individual will have five (5) days from receipt of the letter or from the date of the personal contact to accept the position.

2. At the end of any school year in which any modified educational program is to be implemented, certificated staff members remaining in the employment pool shall be offered contracts for available certificated positions for which they are qualified. The employment pool shall be operable only through July 1, one (1) year after it is initiated.

B. It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent or his/her designee in writing between January 1 and January 31 of each year following layoff if such employee wishes to remain in the employment pool for the balance of that year. If an employee does not provide such notification, the employee shall be removed from the employment pool.

C. In the event of layoffs, all certificated members involved will be notified by the District of all applicable COBRA benefits.

Section 3 - Academic Freedom

The parties agree that the Board of Directors, under Washington State law, has final authority and responsibility in connection with the development and adoption of courses of study and lists of instructional materials. The parties adhere to the principle of the teacher's freedom to think and express ideas and concepts on issues, including controversial issues, when such are germane to the District's instructional program and when related to the subject matter in a given grade level. Such freedom shall only be restricted to the extent that it impinges on or conflicts with the basic responsibility of the teacher to follow and utilize the District-approved course of study. Teachers will use professional judgment in determining the appropriateness of the issue presented, taking into consideration the maturity level of students and with full cognizance that the District schools are not the appropriate forum for personal causes or points of view held by an employee. Questionable matters should be referred to the principal in advance of presentation for decision on their use.

No mechanical or electronic device will be installed in any classroom or brought in on a temporary basis that would allow a person to be able to listen or record the procedures in any class without the expressed knowledge and permission of the employee involved. There shall be no expectation of personal privilege or privacy of information in connection with the use of District owned computer or network equipment.

The appropriate building administrator will confer with and notify the teacher prior to making a change in a student's grade unless the teacher is no longer with the district. If a grade change is made without the teacher’s consent, the building administrator will acknowledge responsibility in writing for changing a student's grade. A copy of the acknowledgment will be placed in the student's file and also given to the teacher.

Section 4 – Complaints Against Employees

It is believed that the satisfactory resolution of problems most often occurs when those parties directly involved have the opportunity to discuss their concerns with each other and work together to resolve the issues.

When a complaint against an employee is made, the following procedure shall be followed:

1. A complaint made against an employee by a parent, student or district patron shall be called to the attention of the employee within 2 working days.

2. The complainants name shall be made available to the employee.

3. All complainants shall first be directed to contact the employee.

4. Should the matter not be resolved, the building principal shall attempt to resolve the issue through a conference with the complainant and the staff member.

5. Complaints not resolved at the building level will be referred to the Superintendent.

6. The Superintendent shall attempt to resolve the matter through a conference with the complainant, staff member, and principal.

7. If a resolution is not found at this level, the Superintendent shall present the issue to the Board. The complaint shall be handled in executive session in the presence of the staff member. If such action may adversely affect the contract status of the staff member, the Board shall give written notice to the staff member of his/her rights to a hearing.

8. If a complainant refuses to utilize the process outlined above in 1. – 7. then the District shall dismiss the complaint.

Section 5 - Due Process in Disciplinary Action

A. Allegations

A teacher shall be disciplined, suspended, discharged, or terminated only for just cause. (See Appendix G).

Nothing in this section shall be construed to prevent the District from taking appropriate disciplinary action in situations or conduct deemed outside the scope of normal teaching.

1. Just Cause: No employee shall be disciplined (including discharge) without just cause. See Appendix G for the seven (7) key tests for Just Cause.

2. Right to Representation: An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing under this provision of the Agreement prior to the action being taken.

3. Specific Grounds: Any allegation made against any certificated employee will be communicated to the certificated employee within two (2) working days.

4. Confidentiality: Employee discipline, including verbal reprimands, shall be conducted privately, only in the presence of another administrator and an Association representative (the latter at the choice of the employee).

5. Discipline Appropriate to the Behavior: The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Depending upon the severity of the offense, discipline may begin at any step. Progressive Disciplinary Steps can include the following: Written Record of a Verbal Warning, Written Reprimand, Suspension without Pay, and Discharge. Non-disciplinary measures include: Verbal Instruction/Direction and Written Instruction/Direction. Administrative leave is not considered disciplinary action.

6. Timely Notification: Any allegation not communicated to the employee within two (2) working days of the administrator's knowledge of the allegation shall not be used as the basis for any disciplinary action. All unfounded complaints will be destroyed.

7. When the District investigates an allegation of misconduct by an employee and chooses not to reprimand or discipline or take adverse action against the employee, all documents regarding the allegation will be destroyed within thirty (30) calendar days of the time the

allegation is made. If the seriousness and complexity of the investigation necessitates additional time, the District will notify the Association every thirty (30) days if the investigation is to be extended.

8. When such an allegation is made, and no investigation takes place all documents regarding the allegation will be destroyed within thirty (30) calendar days of the time the allegation is made.

9. The employee has the option, after investigation, of having the District notify employees of the results of the investigation.

10. All information regarding the allegation(s) will be given to the employee and upon the employee's request the Association and/or its representatives at the end of the investigation.

11. Grievance/Hearings: It is agreed that all disciplinary matters pursuant to this article shall be subject to the grievance procedure contained in this Agreement.

Section 6 - Personnel Files

A. The official files of teachers are confidential to the fullest extent of the law and as such shall be available for inspection only to administrative and confidential employees of the District. Teachers, shall have the opportunity to review and copy any materials originating from District administration before they are made a permanent part of the personnel file. Certificated teachers on leave have the right to inspect the contents of their official personnel files kept within the District. By prior appointment, the teacher shall have the right to review and copy any materials in his/her file at his/her expense.

B. At the teacher's request, some other person of the teacher's choosing may be present for the review of the official file. Review of a teacher's official file will be supervised by the Superintendent or his/her designee. Nothing in the file may be removed, changed, or destroyed by the teacher.

C. Each certificated employee's official personnel file will contain the following minimum items: evaluation reports, copies of annual contracts, record of teaching certificates, and a transcript of academic records.

D. Copies of all materials placed in a teacher's personnel file shall be sent to the affected teacher within ten (10) days. To all such items, the teacher will have the opportunity to attach his/her comments.

E. It is recognized that the evaluator may need to maintain an anecdotal record in order to aid the evaluator in the evaluation process. Such materials will not be retained beyond the completion of the evaluation and will not be placed in the personnel file.

F. All unfounded charges in related documents will be destroyed within thirty (30) calendar days. However, a letter written from the Superintendent to the employee stating that charges were investigated and determined to be unfounded may be placed in the employee's file.

G. Derogatory or deleterious materials will be removed at the employee's request any time after two (2) years from the date of inclusion unless prohibited by law.

H. Nothing in this section shall be construed to prevent the District from taking appropriate disciplinary action in situations or conduct deemed outside the scope of normal teaching.

Section 7 - Certificated Staff Evaluation (Teachers and Other Personnel)

A. General

Employees shall be evaluated during each school year in accordance with the procedures and criteria set forth in this article. Any employee whose work is judged unsatisfactory based upon the evaluation criteria shall be placed in a probationary status no later than February 1 and shall be given sixty (60) days to demonstrate improvement. Newly hired employees remain provisional during their first three (3) years of employment unless they have completed at least two (2) years of certificated employment in another Washington State school district, in which case said employee shall remain provisional during the first year only, in accordance with RCW 28A.405.220.

The superintendent may grant a certificated employee continuing status after two years if the certificated employee receives an overall composite score of three (3) or four (4) (3 – proficient or 4 – distinguished) for their evaluation.

B. Evaluation

1. Responsibility for Evaluation: Responsibility for Evaluation: Within each building, the principal or vice-principal shall be responsible for the evaluation of employees assigned to that building. An employee assigned to two (2) or more buildings shall have the option to be observed by the principal of each building, at the request of the

employee. The principal supervising the majority of the teachers workload (or as designated by the Superintendent) shall be the evaluator of record. The employee shall be notified by September 15th who the supervisor/evaluator of record will be. The administrative organization plan of the School District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. In the final evaluation process the principal may seek input from program directors with regards to budget and/or program when teacher duties fall under other programs.

2. Evaluation Criteria: All employees shall be evaluated in accordance with the appropriate criteria set forth in the evaluation forms attached to this Agreement as Appendices C, C-1 and C-2 which are hereby made a part of this Agreement.

3. Required Evaluations:

(a) Comprehensive Evaluation

All classroom teachers in the Newport School District shall receive a comprehensive evaluation at least once every six (6) years. A comprehensive summative evaluation assesses all with evaluation criteria and all criteria contribute to the comprehensive summative evaluation rating.

(1) Teachers Receiving a Comprehensive Evaluation

i. Classroom teachers who are provisional employees under RCW 28A.405.220.

ii Any classroom teacher who receives a summative evaluation performance rating of level 1 or level 2 in the previous school year shall fall under the comprehensive evaluation the following year.

(2) Frequency of Observations

i. Classroom teachers on a comprehensive evaluation will be observed at least twice each school year in the performance of their assigned duties. Classroom teachers who are subject to a comprehensive evaluation will be observed for a period of no less than sixty (60) minutes during each school year.

ii. New employees of the Newport School District will be observed at least once for a total observation time of thirty (30) minutes during the first ninety days of employment.

iii. Newport School district teachers in the third year of provisional status will be observed at least three times in the performance of their duties. The total observation time must not be less than ninety (90) minutes.

(b) Focused Evaluation

In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive evaluation performance rating of level 3 or above the previous school year are required to complete a focused evaluation. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the criteria.

(1) Frequency of Observations

i. Classroom teachers on a focused evaluation will be observed at least twice each school year in the performance of their assigned duties for a period of no less than sixty (60) minutes during the school year.

(2) Conduct of Focused Evaluation

i. One of the eight state criterion must be assessed in every year that comprehensive evaluation is not required.

ii. The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation.

iii. The evaluation must include an assessment of the criterion using the instructional leadership frameworks and approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics.

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

v. A teacher may be transferred from a focused evaluation to a comprehensive at the request of the teacher or principal, or at the direction of the principal.

6. Evaluation Procedures:

(a) Upon completion of an evaluation conference by the principal or other evaluator, the employee shall be provided with a copy of the evaluation report. The evaluation report shall be finished, and a copy given to the employee within two (2) days.

(b) The employee shall sign the School District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not imply that the employee agrees with the content of the evaluation report.

(c) The employee shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being forwarded to the District Office; or they may be forwarded to the District Office within five (5) days following the evaluation conference.

(d) Following the completion of each evaluation report required under paragraph B.3 herein, a meeting shall be held between the principal, or other supervisor, and the employee to discuss the report.

C. Probation: (Except Provisional Employees)

1. Supervisor's Report: In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before February 1. The report shall include the following:

(a) The evaluation report prepared pursuant to the provisions of paragraph C.1(b) below;

(b) In the event that any evaluation report indicates that the employee's overall performance has been unsatisfactory, and the employee has been put on probation, a probationary committee will be set up to work with the employee during probation. This committee shall be composed of (1) the principal, (2) another supervisor, (3) the probationary employee, and (4) an Association representative. Upon written request from the employee, committee members (2) and/or (4) may not be required to serve on the committee. The probationary committee will attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. If the probationary committee is unable to agree upon a mutually acceptable plan, the supervisor will prepare and deliver a plan to the employee.

(c) Any written comments by the employee.

2. Establishment of Probationary Period: If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status any time after October 15. At that time, but no later than February 1, the employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:

(a) a statement of specific areas of performance deficiencies,

(b) a recommended specific program for improvement, and

(c) a statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement and that the principal shall be responsible to assist in whatever manner is reasonable and appropriate.

3. Evaluation During the Probationary Period:

(a) During the probationary period the principal or other evaluator shall meet with the probationary employee at least twice monthly to observe and make at least two written summaries each month of the progress, if any, made by the employee. The employee will be given a copy of the written summaries within two (2) days of the observation. The

employee shall have the right to attach any comments to the written summaries within five (5) days of receiving a copy of the written summaries.

(b) The probationary employee should be removed from probation at any time if he/she has demonstrated consistent improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his/her notice of probation. In this event, a statement will be attached indicating the employee has successfully met the conditions of probation.

(c) Beginning with the probationary period, an employee may have an Association representative present during conferences held pursuant to C.3(a) herein.

4. Supervisor's Post-Probation Report: Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary employee has improved, and which shall set forth one (1) of the following recommendations for further action:

(a) that the employee has demonstrated sufficient improvement to justify the removal of the probationary status; or

(b) that the employee has demonstrated sufficient improvement to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or

(c) that the employee has not demonstrated sufficient improvement and action should be taken to non-renew the employment contract of the employee.

5. Action by the Superintendent: Following a review of all reports submitted pursuant to paragraph C.4 above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement, the Superintendent shall make a determination of probable cause for the nonrenewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15 pursuant to the requirements of the Revised Code of Washington.

D. Implementation of the Law:

Should any conflict between this Section and the RCW's occur, the statutes shall be controlling.

Section 8 - Assignment/Transfer

Employees covered by this Agreement shall in each case be assigned in accordance with the regulations of the State Board of Education.

An assignment is defined as a position a teacher currently holds.

Grade, subject, school, and activity assignments shall be made by the District based upon the needs of the District and the demonstrated skills, abilities, and professional qualifications of the individual teacher(s) to fulfill those needs.

A. Transfers/Reassignments

A transfer shall be defined as being voluntarily moved from a position in one (1) building to a position in another building. A reassignment shall be defined as a change from one assignment to another assignment in the same building.

Unit members are defined in this contract as certificated staff members of the Newport School District.

Unit members who are transferred or reassigned during the school year shall be allowed two and one-half (2 ½) working days of release time for preparation prior to the effective date of the transfer. The District shall provide assistance in the moving of the member's material whenever a request is made.

Individuals being transferred or reassigned prior to the beginning of the school year will be notified at the earliest possible date, and in no case later than July 1, except during a year affected by a double levy loss or budgetary constraints due to uncontrollable events, then August 1 will be the deadline date. Teachers receiving notification after the deadline date shall receive one (1) additional day of per diem pay to assist with preparation in the newly assigned area.

The District will strive to maintain the majority of a teacher's load in his/her area of preparation. The District will also strive to ensure that no teacher will have more than four (4) preparations at the 7-12 level.

In the event that content or preparations become detrimental to effective learning in the opinion of any teacher, the District shall consider alternative solutions in consultation with the teacher and the President of the Association.

1. Voluntary Transfer or Reassignment

A unit member may submit a request for transfer or reassignment to the District at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer or reassignment subsequent to the posting of a vacancy notice pursuant to the posting procedure under item B (Vacancies) of this section.

A transfer or reassignment request shall not be denied arbitrarily or capriciously. If a unit member's request for a voluntary transfer or reassignment is denied, he/she shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial. The discussion will include a professional growth plan if requested by the employee. This meeting may also, at the employee's request, include a written list indicating the steps the employee may take to be considered for this or a similar position the next time one becomes available. Upon request, the unit member may also receive written reasons for the denial following the meeting.

2. Involuntary Transfer or Reassignment

An involuntary transfer shall mean a transfer that an employee has not requested.

Involuntary transfers or reassignments shall only be made for the following reasons: A decrease in the number of students which requires a decrease in the number of unit members pursuant to Article III, Section 2, of this Agreement, class size, elimination of program(s) and/or reduced educational funding or school closures.

If transfers or reassignments become necessary under the terms of this Agreement, the District shall actively seek volunteers from the building which is being affected prior to making involuntary transfers or reassignments. If the District is unable to procure volunteers from the affected building, they will then seek volunteers from the other buildings within the District if the transfer will solve the problem and the member is qualified to teach the position. Whenever it is possible, unit member(s) with the least seniority shall be transferred or reassigned before unit members having higher seniority.

No unit member will be involuntarily transferred or reassigned more than once in any three (3) year period.

If an involuntary reassignment is still necessary and a position is eliminated, the least senior person in that position will be given first option to any open position for which they are qualified in that building. If no positions are available, one (1) will be created by transferring the least senior person in the building. An involuntarily reassigned person shall have first option to the next, open, comparable position.

A person involuntarily transferred from a building shall have first option to any open position for which they are qualified. An involuntarily transferred or reassigned person shall have the option of returning to his/her building should a comparable position for which he/she is qualified become open in the ensuing five (5) years unless such an action would result in loss of a job for another unit member. In such a case the Association and District may, by mutual agreement, postpone and extend the transferred or reassigned member's super-privilege one more year.

B. Vacancies

A vacancy is defined in this Agreement as any vacated or newly created position. All unit members will be notified of all vacancies and given the opportunity to submit a letter of interest before vacancies are opened outside of the District. With the following exception that between May 20th and September 15th, vacancies may be opened simultaneously to unit members and outside applicants with preference being given to unit members first.

If a unit member does not submit a letter of interest and the position is unfilled by an outside applicant, an administrator may fill the vacancy with a current staff member (1 teacher) in grades P-6 or members (more than one teacher) in grades 7-12, this would be considered an involuntary transfer.

After all changes are completed, the resulting position, if there is one, must be opened in district first, with all highly qualified applicants being considered.

During the school year, the Superintendent's Office shall announce vacancies and new positions by read receipt email sent to all employee's school email addresses. During the summer months, vacancies will be sent out via read receipt email to all employee's school email addresses and the district's chosen electronic communication process for that year.

This vacancy notice shall contain the following:

1. an opening date and a closing date which is at least five (5) working days following the posting,

2. a job description and procedure for making application, and

3. qualifications necessary to meet the requirements of the position.

No assignment to fill the vacancy, promotional position, or newly created position shall be made until the closing date.

If a vacancy is created during the school year, after November 1st, unit members may submit a letter of interest for the vacated position with the intent to begin that assignment in the upcoming school year. The vacated position will then be opened out of district for a long-term substitute for the duration of the current school year only. This second vacancy must then be opened in district first, with all qualified applicants being considered.

Any vacancies created prior to November 1st will follow contracted vacancy procedures. Should a unit member fill the vacated position, he/she will have the choice to immediately transfer or be reassigned this position or defer movement until the upcoming school year. If the unit member chooses to defer movement, the vacated position will then be opened out of district for a long-term substitute for the duration of the current school year only.

However, if the search for a long-term substitute does not result in the hiring of a qualified candidate, the unit member will transition into the vacated position.

If a unit member already has a transfer request on file, it is not necessary to make further application in order to be considered for any vacancies for which he/she may have applied.

The District shall, upon request of a unit member, deliver, in writing, the reason(s) for another member receiving the vacancy, or newly created position. The final decision of whether the employee has the demonstrated skills, abilities, and professional qualifications shall not be subject to the provisions of the Grievance Procedure of the Agreement.

Prior to any outside applicant being considered to fill a vacancy or newly created position, all interested, qualified unit member applicants must first be considered.

C. Vacancy interview commencement and committee

1. The hiring committee shall include at least one (1) representative from the Association.

2. After interviews are conducted, the hiring committee will confer and tally results as a group in an effort to determine the most qualified applicant(s). A higher interview score does not guarantee that an applicant will be hired or preferred over other candidates.

3. The administrator supervising the hiring process will have the final decision of hiring the personnel for the posted vacancy.

    a. If the administrator supervising the hiring decides against the decision of the hiring committee, whether by hiring an individual other than the applicant recommended by the committee or choosing not to repost the position in an effort to garner better applicants on the advice of the committee, the supervisor will provide the committee with a thorough explanation as to the decision.

Section 9 – Individual Contracts

Each employee shall be issued an individual employment contract that shall be in conformity with Washington State Law, State Board of Education regulations, and this Agreement.

If used, supplemental contracts shall also be subject to and be consistent with Washington State Laws and the terms and conditions of this Agreement. All supplemental contracts issued to Career and Technical Education (CTE) certificated teachers shall be issued prior to August 31 of each year this Agreement remains in effect.

Should the District issue contracts prior to completion of, or during good-faith negotiations, such contracts shall be based on the salary schedule currently in effect together with the inclusion of a rider specifying the District will enter into or has entered into good-faith negotiations with the Association. Said rider will specify that salaries and terms and conditions of employment will be adjusted to conform with the Agreement reached between the District and the Association.

The District shall issue contracts to all employees no earlier than April 1 each year this Agreement remains in effect. Should an employee decide to continue his/her employment in the District, said employee must sign and return the contract within ten (10) days to the District. The employee may be released from contract obligations after May 30 each year this Agreement remains in effect,

provided the School Board approves such later release. One (1) signed copy of the contract will be placed in the employee's official personnel file and a signed copy will be returned to the teacher. The District will provide each employee with the adjusted salary amount and the years of experience and the educational level of salary placement upon the request of any employee.

Section 10 - Workday and Preparation Period

The workday and preparation period shall be in accordance with Washington Administrative Code and the Revised Code of Washington. Part time employees see Section 12.

A. The teacher workday:

1. The teacher workday shall be 7:30 a.m. – 3:15 p.m. including seven (7) hours and fifteen (15) minutes of work time and a thirty (30) minute duty free lunch.

2. Teachers shall attend staff/Professional Learning Community (PLC) meetings on Wednesdays of each week beginning at 7:00 a.m. Said meetings will not exceed the seven and three fourths (7 ¾) hour workday by more than two (2) hours in any given month or 2.5 hours if there are five (5) Wednesdays in a month. This time will be used for PLC time two (2) times each month (three (3) PLC meetings if there are five (5) Wednesdays in the month) and for two (2) designated staff meetings. If additional staff meetings are needed, they will take place during the normal work day hours. Staff members may choose to leave meetings ten (10) minutes before students begin their school day in each building.

    a. Teachers working part-time will participate in PLC prorated according to the FTE (a .5 FTE teacher will participate in half of the PLC days).

B. On the day before Thanksgiving, winter break and the last student day, the staff may leave as soon as the buses have left the parking lot. Individual staff members may voluntarily agree to alter their start and ending times (in the case where a course begins before the start of the normal school day). However, in no case shall the individual teacher's workday be longer than a seven and three fourths (7 ¾) hour workday.

C. The District and the Association agree to continue to apply for the 180-day waiver for Professional Development Days (PDD) with the State Board of Education. In the event that waiver days are not approved or are amended

by the State Board of Education, alternative options for PDD will be developed by an Action Team for recommendation to the Board.

D. For the Professional Development Days, the topics and dates of these in-services will be guided by the school and district goals and approved by the Instructional Leadership Team which consists of administrators and certificated staff and a plan of action for each inservice in place at least five (5) days prior to each inservice. Dates for all inservices will be presented on the yearly calendar. For all compensation purposes and attendance at inservice, school improvement, conferences, and teacher workdays, unless full-time attendance is required by the District, a half-time (FTE) employee will be paid no more than his/her normal half-time (FTE) daily rate.

E. Teachers shall adhere to the daily schedule and shall make no commitments, which preclude their being present in their assigned responsibilities except as provided otherwise in this Agreement.

F. Teachers shall not leave their building during the contracted school day except during the thirty (30) minute duty free lunch unless an emergency arises or for a school related errand and the office has been notified.

G. The District shall provide not less than forty-five (45) minutes of preparation time for each full-time staff member for each teaching day to be averaged biweekly provided that:

1. a block of thirty (30) minutes must be continuous on days when preparation periods occur;
2. said preparation period does not coincide with the thirty (30) minutes before the regular student school day begins;
3. said preparation period does not coincide with the thirty (30) minutes after the regular student school day ends
4. said preparation period does not coincide with the thirty (30) minute duty-free lunch, and;
5. non-student contact time is excluded from preparation time calculations. Teachers are expected to remain with their class during an emergency, fire drill, or lock down drill regardless of prep time.
6. (Part-time employees see Section 12.)

H. P-12 Teachers: Unassigned time and preparation periods are part of the contracted work day and shall be devoted to on-site instructional duties, the instructional program, conferring with pupils or supervisors, pre-scheduled conferences with parents, and studying or maintaining records.

I. The District will examine the practice of teaching during the preparation period with proportionate additional pay and use this option only after notification to the Association and with the final approval of the Board of Directors.

J. Teachers will not be required to substitute during preparation time. Part-time employees shall, if they are qualified, be given the option to substitute if available. Those half-time employees who are offered additional periods will understand that there is no expectation that the additional period will extend beyond the current teaching year.

K. Teachers shall have readily available lesson plans for periodic review by their appropriate supervisor and for use by substitutes.

L. The parties agree that the District has herein provided a reasonable schedule for preparation and that the individual teacher is therefore responsible for adequate preparation.

M. Special Education Student Testing and IEP meetings: Special Education teachers will receive, upon request and approval of the Special Education Director, one (1) day per 15 students to complete testing and/or IEP meetings. If the Special Education teacher thinks additional time is needed, he/she may contact the special education director to discuss the possibility of additional time.

N. If state law mandates an increase in time during the day, this section shall be opened and renegotiated.

Section 11 - Use of Personal Vehicles

Upon written approval of the principal, staff may transport students when a student's welfare is involved; when due care dictates prompt action, when engaged in occasional field trip activity or when engaged in an occasional extracurricular activity.

The staff member shall acknowledge that he/she agrees to assume full responsibility for any liability or property/damage, comprehensive or collision, made by or against the driver/owner of the vehicle. The District's liability insurance is secondary to the employee's insurance. This authorization shall be obtained in advance of the anticipated usage. Employees shall present documentation as to actual usage of personal vehicles in a form and manner approved by the District. Upon approval, employees will be reimbursed for actual mileage.

Section 12 - Part-Time Teaching Contracts

When teachers are hired for less than full-time regular teaching positions, the following conditions shall apply:

1. Part-time employment is defined by the percentage of time a person is required to work, based on a one hundred eighty (180) day contract. Preparation time for a part-time employee will be prorated in accordance with Article III, Section 10, Paragraph 7, of this Agreement.

2. Each teacher shall receive insurance benefits on a prorated basis.

3. The District shall attempt, whenever possible, to hire teachers on at least a one-half (1/2) time basis.

Section 13 - Job Sharing

The District and the Association recognize the benefits that can result from job sharing. A job-sharing assignment is a sharing of one full-time regular position between two persons who are currently employed. After getting principal approval, the prospective job sharers will submit their request in writing to the Superintendent who shall be responsible for presenting the request to the Board.

One employee who wishes to reduce his/her contract to part time shall submit a letter with reasons for the request for a part-time leave of absence to the Superintendent for Board approval. If the request is granted, the remaining portion of the contract will be filled with a long-term substitute using a non-continuing contract and the hiring process.

The job sharers shall sign a job-sharing agreement to be developed by the District and teachers involved. The agreement will identify contingencies that may arise during the course of employment, such as but not limited to, the absence or resignation of one of the job sharers and the responsibilities to participate in staff meetings and on committees. The following conditions shall apply:

1. The employees involved in a job share will split the insurance benefits, not to exceed 1.0 FTE.

2. Teachers will earn experience increments based on their full-time equivalency of service for that year as per Washington State Rules and Regulations.

3. Teachers shall receive substitute pay for all additional time worked for the School District.

Section 14 - Teacher Allocation

The District will budget $200/FTE for each certificated staff member for grades P-12 for instructional materials. Funding for this program shall be dependent upon Board of Director approval each year.

To receive reimbursement the certificated staff member shall submit the receipt and reimbursement form for approval and principal's signature to the District Office by June 15th. Reimbursement will be given one time only each year for each individual. There will be no carry-over of unused funds from one fiscal year to the next. (Please see Appendix E for a copy of the "Teacher Allocation Request Form."

Section 15 - Mentor Teacher Program

The following procedures will be used to implement the mentor teacher program:

The parties agree to convene a joint committee to address a Mentor Teacher Program. Each party will have an equal number of participants. The committee will convene by October 30, 2022. Any recommendations will be referred to the bargaining teams for the respective parties by June 15, 2023.

Section 16 - Professional Growth and Tuition Grants

A. Tuition Grants:

The School Board and Administration realize the direct benefits that can be obtained by the District and its students from the staff's continued professional growth and development. The District shall provide funds to the building Principal to encourage professional growth activities through the building-based budget. Funds shall be specifically used to assist with Goals of the School Improvement Plan and/or professional college course work with priority given to those teachers requiring plans to reach the ESSA requirements, professional certification, and National Board Certification. This amount may be increased or decreased annually upon available funding.

B. Professional Development Mini-grants:

Funding for professional development will be provided at each building through the building budget or other funding sources. Members will complete the professional development form and submit it to the building principal for approval and evaluation evidence.

The purpose of professional development is to foster teacher education to enhance professional skills, improve student learning and meet District/school goals. Professional Development is defined as:

- Direct instruction for teachers, either attending a workshop or learning from a consultant or other educator
- Planning for and/or implementation of the new knowledge or information learned (collaboration)
- Evaluation of effectiveness of lessons or strategies using the new knowledge or information to assess the effect on student learning (sharing student work)
- Preparing new units and curriculum (collaboratively if possible)
- Developing new skills needed for instruction
- Observing other classrooms or programs
- Other professional development

Section 17 - Employee Rights

A. Each employee will have full legal rights under the law with no legal rights denied. An employee's personal life shall not be a concern of the employer unless it can be shown to adversely affect his/her classroom performance.

B. It will be the responsibility of the District to investigate and take action regarding sexual harassment.

C. Certificated employees shall have the primary responsibility to determine grades and evaluate students. If any changes are to occur, the teacher will be involved in that process. The teacher also has the right to attach statements to a student's permanent record regarding such actions. Teacher recommendation to promote/retain students in his/her classroom will be considered by the teacher, the parent, the principal and other staff if appropriate.

Section 18 - Personnel/Shared Decision-Making Team

The District and the Association agree that representatives from the Association will meet with the Superintendent and administrative team monthly to share in the process of decision making.

In addition, the ILT (Instructional Leadership Team) will be formed consisting of four certificated staff, two selected by the principal and two chosen by building certificated staff. Instructional Leadership Team, led by the principal, will meet as needed to participate in the process of consensual decision making to: determine use of building budgets, approve curriculum decisions to be forwarded to the District-Wide Curriculum Council, and design agendas for PD and SI Days

and other planning meetings and times adhering to state and waiver guidelines. All final decisions must be agreed upon by the principal.

ARTICLE IV - LEAVES

The District realizes that teachers will of necessity require absences from work from time to time. Except for emergency leave, all leave requests in this Article shall be submitted to the appropriate building principal through the district's chosen absence management software for that year.

Absence on any one (1) day of more than for four (4) hours but fewer than eight (8) hours shall be charged as one (1) full day of sick leave; absences on any day for fewer than four (4) hours shall be charged in a one-half (½) day increment except when a teacher is absent for one (1) or two (2) hours and is replaced by another staff member or substitute paid at the hourly rate, the absent teacher should be charged only for the time he/she is absent rather than on a half day basis providing the District did not need to pay for a half-day substitute.

For the day before Thanksgiving, winter vacation, and the last day of the school year, any absences will be charged as a half day.

The District recognizes the following types of leaves:

Section 1 - Illness & Medically Related Leave

A. Sick leave

The District will allow sick leave according to the following policy: twelve (12) days (ninety-six (96) hours) annual sick leave will be granted which will accumulate per the Revised Code of Washington and converted per Washington Administrative Code. Sick leave will be granted for the following purposes: (a) doctor and dental appointments only when such appointments cannot be scheduled after working hours or on Saturdays; (b) personal illness or injury; (c) illness in the immediate family; or (d) maternity. (Immediate family will be defined as parents, spouse, children, siblings, and other persons residing in the household.)

For absences exceeding three (3) days, your employer may require verification that an employee's use of paid sick leave is for an authorized purpose under RCW 49.46.210.

An absence due to injury incurred on the job shall be with full pay. Full pay shall mean that portion of the employee’s regular monthly pay that, together with the industrial insurance payment, equals that employee’s regular monthly salary.

At the end of each year, the District will provide each teacher with an accounting of his/her accumulated sick leave and all transactions

concerning his/her sick leave days within that time period to the nearest one-half (1/2) day.

B. Sick Leave Action Minimum

Employees who possess between a minimum of sixty (60) days (four hundred eighty (480) hours) to the maximum of one hundred eighty (180) days (one thousand four hundred forty (1440) hours) of sick leave are eligible for sharing, cashing out, or exchanging said sick leave. The result of any of these actions cannot result in the employee going below the sixty (60) days (four hundred eighty (480) hours) minimum required for said actions.

C. Employee Leave Sharing

All shared leave requests will follow Board Policy 5406, RCW 28A.400.380 and WAC 392-126-004-104. Employees must exhaust all of their leave types and any leave available to them from Washington Paid Family Medical Leave before they can request shared leave.

An employee may choose to donate portions of his/her leave to another employee who is suffering from, or has a relative or household member suffering from an extraordinary or severe:

a. Illness
b. Impairment; or
c. Physical or mental condition

Such conditions must be verified by a physician.

The effect of such condition(s) must be such that the recipient employee is likely to have to take leave without pay or terminate his or her employment with the District. The
recipient employee must have depleted or will shortly deplete his or her accrued annual
leave and sick leave. This practice shall follow rules in RCW 41.04.665.

Donations of sick leave will not reduce the ability of the employee to cash out sick leave during the year donated. When calculating eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted toward the sixty (60) day (four hundred eighty (480) hours) minimum balance required after cash out.

Any remaining donated hours shall be returned to the donor(s) on a pro-rated basis at the conclusion of the existing condition.

D. Leave of Absence Without Pay

A teacher who is unable to perform his/her duties because of personal illness, maternity or disability may upon written request to the Board be granted leave of absence without pay for a specified period of time at the exhaustion of his/her sick leave. Leave for these conditions may be renewed annually by the Board upon recommendation of the Superintendent. Applications for such leave and applications for renewal of leave of absence for such conditions shall be made in writing to the Superintendent**.**

E. Sick Leave Cash Out/Annual Conversion

In January of the year following any year in which a minimum of sixty (60) days (four hundred eighty (480) hours) of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration or conversion to replenish annual leave days for unused leave for illness or injury at a rate equal to one (1) day's (eight (8) hours) monetary or hourly compensation of the employee for each four (4) full days (thirty-two (32) hours) of accrued leave for illness or injury, provided that 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 (1) day (eight (8) hours) per month.

F. Retirement Sick Leave Conversion - Cashout & VEBA

At the time of separation from School District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days (thirty-two (32) hours) accrued leave for illness or injury.

Except in the following instance:

The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan pursuant to RCW28A.400.210 and agrees to make contributions based on the conversion sick leave credits to the account of each eligible certified staff member at retirement, in accordance with the statute.

The District will provide the Association with a list of members eligible to retire by February 1. The Association will contact each member on the

list and ask if he or she intends to retire that year. Each year by March 1 those eligible and intending to retire will vote on whether to participate in the plan for that year. If a majority of such members agree to participate in the plan, the Association will notify the District. The Association will also notify the District if the majority does not vote to participate in the plan.

If a majority of those eligible and intending to retire, vote yes, all certified NAT staff members retiring that year must participate. The District will provide each of those members with a VEBA III enrollment form which includes a Hold Harmless Agreement if they are not previously enrolled. These forms need to be completed by the member and returned to the District by May 15.

Moneys received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

The Superintendent of Public Instruction in its administration hereof, shall promulgate uniform rules and regulations to carry out the purposes of this section.

Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual Right.

Section 2 - Annual Leave

The purpose of Annual Leave time is to attend to personal matters. Annual Leave shall be three (3) days prorated based on contracted time. Time will be granted annually to each full time certificated employee. In June of each year, employees may choose to carry over two (2) unused annual leave days to the following year for a maximum of five (5) days, or may choose to cash out up to three (3) unused annual leave days at the rate of $200.00 per day.

Longevity Leave will begin in the fourteenth (14) year of continuous certificated service in the Newport School District. At this time, one (1) additional day of annual leave will be granted. After an employee has twenty (20) years in the District, another additional day will be granted for a total of five (5) days of annual leave. After an employee has twenty-five (25) years in the District, another additional day will be granted for a total of six (6) days of annual leave.

Priority for granted Annual Leave will be established in order of received request respectively. Annual Leave must be requested at least three (3)

working days prior to usage for approval from the building principal and may be denied if there are too many leave requests for the same day in regards to each building. Denial of Annual Leave must be given to the employee within forty-eight (48) hours of the submission of the Annual Leave request.

Annual leave must be taken in full day or half day increments except as herein described. The District recognizes that an employee is able to earn additional leave time known as Use Banked Prep Time by subbing for other employees during their preparation period and this leave may be used on a period by period exchange.

The District understands that employees may not be able to accrue leave exchanges in the first trimester of school. Therefore, an employee that uses a half day annual leave during the first trimester of school for a single class period absence and earns prep subbing leave exchange later in the year, may request the District to use the earned sub leave instead of annual leave for the absence.

Section 3 - Emergency Leave

Emergency leave shall be granted for problems for which pre-planning is not possible or could not relieve the necessity of the employee's absence.

Emergency leave shall be granted not to exceed three (3) days per year. Such leave shall be noncumulative and shall be deductible from sick leave.

Should the emergency warrant more than three (3) days absence, then the District may grant up to nine (9) additional days, provided the total days granted do not deplete the employee's accumulated sick leave days.

Section 4 - Maternity and Adoption Leave

A. Notification: When pregnancy is known, an employee shall notify the building principal in writing of the expected date of birth of the child. An employee, upon request, shall be granted a leave of absence from her position. The exact date and duration shall be determined by the teacher and building principal. The aforementioned date and duration of leave may be modified due to medical necessity or unforeseen circumstances by written request from the employee.

B. Leave of Absence: Absence due to maternity or adoption may be treated as normal sick leave for up to 30 workdays to be granted in whole day increments only, unless and until such time as the employee's sick leave

is exhausted. In a case where the maternity or adoption leave will exhaust the employee's accumulated sick leave or upon written request of the employee, a leave of absence without pay will be granted.

C. Return: An employee shall, within thirty (30) calendar days following termination of pregnancy, notify in writing her building principal of the specific day she will return to previous position or a similar position at the same grade level, provided she has a release from her physician.

Section 5 - Paternity Leave

A leave of absence for paternity or adoption shall be granted under the terms and conditions of SHB 1581. Five (5) days of an employee's sick leave shall be granted for paternity or adoption. This does not limit the employee's leave rights granted in other sections of this contract.

Section 6 – Washington State Paid Family and Medical Leave (PFML)

A. Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act.

B. To be eligible for this leave, employees must have worked a minimum of 820 hours within the qualifying period, which shall be defined as the first four (4) of the last five (5) completed calendar quarters starting from when the employee makes their claim for benefits. PFML may not be taken without a qualifying event.

Payroll premiums shall be paid by both the employer and the employee. A total premium of 0.4 percent of the employee's gross wages is assessed. The employer is responsible for 63% fo the total premium. The District will fund an additional $6,000 of the employee premium, which will be spread equally between all certificated employees.

C. PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self of family and may be extended under certain circumstances defined below. Weekends, holidays and school breaks that fall within an employee's PFML leave do not count toward the employee's PFML entitlement.

D. PFML may be used as follows:
   a. Family Leave:
      i. To care and bond after a baby's birth or the adoption or foster placement of a child younger than eighteen (18) years, to be used at any time within the twelve (12) months following birth or placement.

ii. To care for a family member (child, grandchild, grandparent, parent, parent-in-law, sibling, spouse, and state-registered domestic partner) experiencing an illness or medical event.
iii. Certain military-connected events

b. Medical Leave to care for self in relation to an illness or medical event, including pregnancy disability.

E. Benefits may be extended with certain medical conditions as allowed by law.

F. The PFML family leave entitlement expires twelve (12) months following the birth or placement of a child or the first application for PFML benefits. The PFML medical leave entitlement expires twelve (12) months following the first application for PFML benefits.

G. Employees are responsible to file claims with the Employment Security Department (ESD) and payments will come from ESD.

H. Employees may use accumulated sick leave to supplement PFML benefits up to an amount that results in no loss of compensation to the employee. Employees are required to report "paid time off" to the ESD. Paid time off reduces the benefit payment to the employee as allowable by law.

I. Employees may choose to use PFML prior to exhausting other leave options and will not be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively with the employee's other paid leave entitlements, at the employee's discretion.

J. The District and employee will follow the provisions of the law as stipulated in RCW Chapter 50A.04 Family and Medical Leave Program.

Section 7 – Family and Medical Leave Act (FMLA)

A. Employees are eligible for FMLA if they have worked 1250 hours in the previous twelve (12) month period. Each eligible employee is entitled to twelve (12) work weeks of family and medical leave (FMLA) during any twelve (12) month period, or twenty-six (26) work weeks to care for a covered service member. Weekends, holidays and school breaks that fall within an employee's FMLA leave do not count toward the employee's FMLA entitlement.

B. When an employee is utilizing FMLA, the District will continue to pay its share of the SEBB premium contributions on behalf of the employee. FMLA shall run consecutively with other leave benefits, unless the employee chooses otherwise. Absence covered by sick leave will not be deducted from the twelve (12) week total allocation for FMLA.

C. If two employees who are spouses or partners are both employed by the district, they shall each individually receive twelve (12) weeks of FMLA for any qualifying event, including care of a parent or parental bonding (24) weeks total), and may utilize their FMLA entitlement separately or simultaneously.

D. Family may be taken to care for a child, grandchild, grandparent, parent, parent-in-law, sibling, spouse, and state-registered domestic partner with a serious health condition. Family leave may also be taken for the birth of a child and to care for a newborn child or for the placement of a child with the employee for adoption of foster care. Medical leave may be taken for the employee's own serious health condition.

E. A serious health condition shall be defined as a medical emergency, or any illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

F. Upon returning from leave, the employee is entitled to return to the same position previously held or when not possible, to an equivalent position with the same employment benefits, pay and other terms and conditions of employment as held prior to the leave.

Section 8 – Short-Term Leave

A. Short-Term Leave (noncumulative) shall be granted by the building principal up to a total of nine (9) days for each employee per year. Short-term leaves are as follows:

If an employee uses the maximum number of leave days allowed for a specific type of short-term leave, the Superintendent may allow additional unused short term leave days from other categories to be applied to that particular category.

1. Bereavement Leave (five (5) days total)

   (a) Bereavement leave shall be included for parents, children, spouse, sibling(s), parents-in-law, grandchildren, grandparents, and persons residing in the household.

   (b) Leave including close friends and associates shall be one (1) day (per incident).

2. Professional Leave shall be up to two (2) days to attend professional meetings, conferences, or to visit other schools or institutions.

These two (2) days are in addition to any professional days taken through grant funds or at the request of an administrator. Any expenses associated with a leave that have not been approved by an administrator as professional leave are the responsibility of the employee. See Appendix L.

B. Modified short-term leave

The District and the Association jointly recognize that each teacher will be in attendance daily unless taking allowable leave. Leave without pay vacations scheduled during the work year, as defined in Article V, Section 1, will only be approved for extraordinary circumstances and then only when all other short-term leave has been exhausted.

Modified short-term leave may be granted at the Superintendent Level:

1. With deduction of substitute costs for emergency situations after depletion of all other short-term leave.

2. Without pay for outside employment obligations or "Once-in-a-lifetime" opportunities after depletion of all other short-term leave.

C. District Protection

In cases of emergency, where the combined sick and short-term leave exceeds the number of available substitutes and other arrangements cannot be made, the District shall have the authority to call back those staff who have requested annual leave in reverse order from the date of request.

Based upon date of leave request, no more than ten (10) percent of staff may use annual leave on any one day.

Section 9 - Jury Duty and Subpoena Leave

Leaves of absence shall be authorized by the Superintendent for jury duty or subpoena absence provided that the District is provided with a copy of the request for such duty.

There will be no deduction in pay for jury duty or subpoena absence. Per state law, any fees received for service performed during working hours shall be remitted to the employee.

When the employee is released from jury duty or court appearance, the employee shall be required to promptly report to his/her assigned teaching station.

Section 10 - Sabbatical Leave

Sabbatical leave may be granted by the Board for any period of time up to one (1) calendar year to those contracted employees who have served the District a minimum of five (5) years. An employee who has had one (1) sabbatical leave can become eligible for consideration of another sabbatical leave after serving an additional five (5) years in the District.

Employees granted sabbatical leave shall agree to return to regular service in the District upon the expiration of their leave for a period of at least one (1) year.

An employee desiring sabbatical leave must submit a written request to the Superintendent prior to February 1 of the school year prior to the year for which sabbatical leave is desired. The request shall specify the reasons for which the leave is requested and give specific plans and endeavors.

An employee returning from sabbatical leave shall be placed in the position last held or in another mutually agreeable position. It shall be assumed that the teacher wishes to return to the position of his/her last assignment unless he/she notifies the Superintendent by April 1 prior to the expiration of his/her leave.

An employee on sabbatical leave shall receive no compensation but may participate in the District group medical and dental insurance program by the employee paying the premium.

An attempt will be made to place the teacher in the same or similar position, but such placement is not guaranteed.

Report of Activities:

An employee to whom sabbatical leave has been granted shall cause to be sent from the office of the registrar notice of enrollment to the Superintendent, and, upon return from the sabbatical leave, the employee shall cause to be sent from the office of the registrar a copy of his/her transcript of courses enrolled in during the sabbatical leave.

Retirement Protection:

An employee's retirement status shall be in accordance with applicable statutes and the regulations of the retirement system.

Section 11 - Military Leave

Employees conscripted or recalled for military service shall be granted a military leave of absence for the length of his/her absence as per the Revised Code of Washington. The individual requiring such leave shall present to the Superintendent valid orders from the appropriate military authorities showing date and place of reporting. If possible, the employee and/or District may request of the appropriate military authorities that the date of reporting shall not be before the end of the current school year if it has already begun.

In reviewing a request for voluntary military leave (to go to school or advanced training opportunities) the Board of Directors shall consider the needs of the students of the District prior to granting such leave. This is not to be construed or confused with a mandatory call out or official military orders.

Upon completion of military service, the employee shall notify the Superintendent in writing of his/her intent regarding employment within the District. The employee shall, upon written request, be placed in a similar position for which he/she is qualified. If the aforementioned request is not submitted within twenty (20) days following completion of service, then the District shall not be obligated to rehire the employee within the District.

Section 12 - Association Leave

Leave will be provided for Association business for the President and/or their designees not to exceed five (5) member absences in one day. Leave shall be granted upon Association request pending availability of a substitute. Upon request such leave will be subject to approval by the building principal. Notification of the leave shall be submitted by the Association president in writing to the building principals affected at least two (2) days before the leave is to take effect. Leave may be taken incrementally in one-half (1/2) day blocks. The teacher shall be responsible for securing a substitute where necessary, and the cost of the substitute shall be borne by the Association.

Section 13 - Unpaid Long-Term Leaves

An employee may request a leave of absence without pay for up to one (1) year by written request to the Superintendent and approved by the Board of Directors. At the end of one year an employee may request an extension from the Board The request shall specify the reasons for which the leave is requested. The Superintendent shall consider the needs of the District with respect to the enhancement of the educational program in considering a recommendation to

the Board for the granting of this type of leave. No salary increment shall be earned during a leave of absence. This leave may be used for study, travel, recuperation, child rearing, Peace Corps, Vista, exchange teaching, foreign teaching under the United States Civil Service or Department of Defense, working in a professionally related field, or other educationally related interests pertaining to the school or individual. The employee on leave will be issued a contract in the spring prior to his/her return from leave. All provisions for signing and returning of contracts (as per Article III, Section 9 - Individual Contracts) will apply. Upon return from the leave, the teacher will be assigned to an available teaching position within Newport School District for which the teacher is certified or endorsed. An attempt will be made to place the teacher in the same or similar position, but such placement is not guaranteed.

Section 14 - Professional Leave

An employee holding an executive position (president, vice president, secretary or treasurer) in a state or national organization (educationally related peer group) shall receive up to nine (9) days leave to conduct business if there is no cost to the district. (Committee Member - 3 days). In any case, such leave shall be limited to no more than two (2) people per year on a first come-first served basis, unless mutually agreed upon by the District and Association.

ARTICLE V - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 - Employee Work Year

A. The employee work year shall consist of one hundred eighty (180) days. In addition, there may be additional days when funded by the state legislature.

B. Per Diem Days: One (1) mandatory per diem day will be scheduled prior to the first day of school to be used for planning and meetings. Employees will be granted one (1) additional professional development day prior to the first day of school. Any additional days will be dependent upon funding.

These per diem days must be submitted to the district on a timesheet and are for additional time that the employee engages in additional building principal pre-approved professional responsibilities worked onsite beyond the normal workday and paid at their per diem rate.

Per diem days may be used in partial increments. Payment of per diem days shall be made by timesheet.

An additional two (2) per diem days will be allotted to certificated teachers in their final year of teaching. To qualify, you must have twenty-five (25) years of teaching experience and the last ten (10) years of teaching must be in the Newport School District. These per diem days will be used as a transition during the months of May and June of said final year. Administration will notify qualified members of these additional per diem days no later than May 15th.

C. Both parties agree to meet to negotiate the calendar for all upcoming school years beginning no later than February 1 and concluding no later than March 1. Discussion will also include the setting of parent – teacher conferences on the District calendar.

The work year may be altered in the event of school closures. Alterations in the calendar designed to make up missed days shall mutually be agreed upon by the District and Association no later than ten (10) days after the day of school closure(s).

Employees shall be responsible for checking out on the last teacher day; however, no student class time may be used for inventorying, checking out, etc., except that on the last day of any given class, the books from that class may be checked and turned in.

The Association shall be given sufficient time at the beginning of the work year to present an Association program at the orientation meeting for teachers.

Section 2 - Employee Facilities

The District will provide the following facilities and equipment for use by employees:

1. space for storage of instructional materials,

2. a work area with equipment as deemed appropriate by the District and allowed within limited budget allocations and which equipment is needed in the preparation of instructional materials,

3. a desk, chair, and facilities for filing in the instructional area,

4. the use of a computer and printer, and

5. access to a telephone in a private location.

The District will provide a faculty lunchroom/workroom in the elementary school, middle school, Homelink, PORS, and high school buildings.

Section 3 - Professional Duties

The parties recognize that employees will be associated with students as they participate in school activities; accordingly, teachers shall be encouraged to perform other duties outside of the normally assigned and required teaching duties as specified in the Revised Code of Washington and by the other applicable rules and regulations and codes of Washington State.

A. Required Duties

Recess, cafeteria, parking lot, bus loading and unloading duties shall be rotated among all employees within each building during the employee's workday only if the need for such supervision becomes apparent.

B. Optional Duties

Supervision for activities such as dances, rooter buses, concerts, etc., will be filled strictly on a volunteer basis. If an insufficient number of volunteer employee supervisors are obtained, said activity will be canceled. Compensation will be determined by the building principal.

Section 4 - Staff Protection

The District shall reimburse employees for replacement of any clothing or personal property damaged, stolen or destroyed, in accordance with the Revised Code of Washington provided that an inventory of such personal items is filed with the District office in advance of the loss.

The district will provide avenues for office staff to conduct money handling and accounting required for field trips, fundraising, and other forms of transactions to remove certificated staff from money handling responsibilities.

Any case of an assault or a threat thereof by a parent, student, or guardian upon an employee shall be promptly reported to the building principal.

The District shall also provide liability insurance to protect employees against personal or bodily injuries and property damage in accordance with the Revised Code of Washington.

When an employee notices a hazardous condition, the employee will notify his/her supervisor in writing of the exact situation. The employee will continue to retain supervisory responsibility, but the District shall not require an employee to subject himself or herself to extraordinary danger. The District shall absolve the employee of any liability for the existence of the reported hazardous condition.

Section 5 - Substitute Teachers

The District will attempt to provide substitutes for all classroom teachers when the teacher is gone for more than two (2) hours at a time. Substitute teachers will be paid at the rate of $25.00 per hour.

The District will attempt to employ substitutes who have experience in the area for which substitution is required.

Long-Term Substitutes: A long-term substitute is a person who is temporarily employed but works more than twenty (20) consecutive days in one (1) assignment. Upon completion of twenty (20) consecutive days in one assignment, the person shall be considered a long-term substitute and shall then be paid at the daily rate of a teacher placed upon the salary schedule at the 00-01 step. Placement on the basic salary schedule will be retroactive to the first day of continuous service. The employee shall also receive one (1) day of sick leave for each month worked. Said sick leave shall not be accumulated and carried from year to year.

Contracted Long-Term Substitute (Twelve (12) weeks or longer): A contracted long-term substitute shall be utilized when a certificated staff member takes

extended time off and the substitute is expected to immediately take all teaching responsibilities upon themselves including, but not limited to: lesson planning, grading, parental contact, prep work, and all staff expectations enacted from the District. Contracted long-term substitutes shall, on the day their duties begin, be placed upon the salary schedule appropriately as it relates to their experience and education.

If a position requires a contracted long-term substitute within the duration of the school year, the District has the right to choose a qualified applicant to fill the position for the length of employee leave. If the employee on leave does not intend on returning to the district following the conclusion of the current school year, the position will then move to a vacant status and the hiring process described within this Agreement shall be followed to fill the vacancy.

Substitute teachers, including contracted long-term substitute teachers, will not be considered in-district employees and will need to apply as out of district applicants for all vacant district positions.

Section 6 - Classroom Visitation

To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following procedures will be followed:

A. In compliance with state laws, all visitors to a school who wish to visit classrooms shall obtain the approval of principal or his/her designee and such appointments shall be coordinated with the affected employee.

B. The employee, whenever possible, shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

Section 7 - Student Discipline

The primary responsibility for discipline rests with the employee; however, the District will support and uphold employees in their efforts to maintain reasonable student behavior when the employee is following District guidelines and procedures.

In managing students, employees will show concern and respect for the student as an individual.

The principal will work closely with employees to resolve problems with students as per District guidelines and policy.

The District agrees to provide a timely response to the concerns of employees about specific student discipline problems. Depending on the nature of the discipline issue and availability of the administrator, a response will be immediate or within enough time to assist and address the issue promptly.

Prior to the first student day, the District will provide instruction to employees concerning federal, state and local laws, District rules, regulations and policies pertaining to student rights, employee rights, due process, and the processing of student discipline incidents. A copy of the District's guidelines and procedures shall be available for review in the school office within the first week of school. An updated copy of Board policy will be available in each building for certificated employee use.

A. Process and Procedures

Per RCW 28A.600.020, any student who creates a disruption of the educational process in violation of the building disciplinary standards while under under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional 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 occurs first. Conferred shall be defined as a shared discussion between the staff returning the student and the teacher. 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 class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred.

Each building shall implement a student behavior support/discipline committee that consists of the building administrator, behavior specialist, at least two (2) classroom teachers, and any other staff that addresses student behavior. This committee shall review district policies and procedures, review and discuss any building specific procedures, as well as, review student discipline data in order to support staff and students.

Teachers are authorized to exclude a disruptive student from their classroom with a completed written referral/citation delivered to the appropriate person by the end of the working day. The teacher will notify the office or the appropriate contact person when unable to send the completed referral/citation form with the student at the time of dismissal from his/her class. Prior to the student being re-admitted to class, the teacher will be informed about the resolutions of the problem in person or in writing as shown on the referral form.

Additionally, the following will apply:

- For this section, another form of discipline may include but is not limited to: teacher directed intervention; contacting parents via digital or telephonic communication (this shall include leaving voice messages); student detention; referral to counselor, behavioral specialist, or building administration; parent conference.

- In emergency situations, it will be the responsibility of the principal or designee to contact the excluded student's parent(s) or guardian.

- Except in emergency situations, the teacher must attempt at least one other form of discipline.

- Upon the teacher's request, a conference between student, parent/guardian, principal or designee, and the teacher will be held to discuss and create a future behavior plan. If the parent does not attend the meeting, the plan will be created between the principal and the teacher.

It is understood that administration will enforce the rules of the classroom teacher, building discipline plans, and board policies and procedures.

The District shall also advise those employees working directly with a student when the District possesses information that the student's disciplinary history suggests a possible threat to the safety of others. For students currently and/or previously enrolled in Newport School District, the administration will make available any behavioral/disciplinary information to the employee prior to the first day of the school year. For students who are newly enrolled in the district, the administration shall provide to the employee any behavioral/disciplinary information as soon as it becomes available. Employees shall have access to students' disciplinary records.

B. Employee Leave Due To Assault

Whenever an Employee is absent from employment or unable to perform currently contracted duties as a result of assault sustained in the course of employment, such absence will not be charged to accumulated sick leave or annual leave.

Section 8 - Class Size

The District and the Association jointly recognize that small class sizes are often beneficial to students. In the event that the number of students exceeds the

recommended class size, then the District shall consider, among others, the following alternatives within budget and space limitations:

1. Alternatives

   (a) combination classes

   (b) aide time

   (c) additional certificated staff

2. Methods to alleviate space limitations

   (a) portable classrooms

   (b) unused areas

   (c) expansion of existing facilities

A. Recommended Class Size:

Primary Grades	K	1-20
Primary Grades	1-2	1-22
Primary Grades	3-4	1-26
Intermediate	5-6	1-28 **
Secondary	7-12	1-30 ***

Note: If federal, state or local funding is reduced or any class size funding ratios are eliminated, the District may not be able to sustain the class size recommendations.

* Classes in physical education and music shall be excluded from the above requirements and considered (taking into account room size, safety, and effectiveness of instruction) on an individual basis by the District.

** If any class in grades 5-6 exceeds 28, the principal will compute an average of all classes in the teacher's schedule. If the average is 25 or more, the remedy menu will be implemented on a prorated basis.

*** If any class in grades 7-12 exceeds 30, the principal will compute an average of all classes in the teacher's schedule. If the average is 25 or more, the remedy menu will be implemented on a prorated basis.

Average class size shall be computed by adding the total number of students in each class, excluding music and physical education, and dividing the total by the number of classes instructed.

B. Special Education Preschool (3-6 yr. olds) recommended class size will be no more than ten (10) identified developmentally delayed students per session with the exception that, at team discretion, numbers may vary dependent on developmental delay or severity of students' handicapping conditions.

Only for the purposes of management and equity in student distribution, and not class size maximums, any student on an IEP in a K-6 regular education classroom for at least one and one-half (1 ½) continuous hours, will count as 1.5 students. The District and staff will strive to balance class loads and carefully consider all options prior to the placement of all students in any K-6 classroom.

C. Special Education:

Self-contained special education classes will have a maximum of thirteen (13) students.

The maximum caseload for special education teachers at the elementary level will be thirty (30) students (not to exceed ten (10) students during any given period of instruction). More students per period may, at the teacher's discretion, be enrolled only if the resource teacher has a program that has shown to be effective and the number of students has been agreed upon by the administrative supervisor and the teacher.

The maximum caseload for special education resource room at the secondary level will be thirty (30) students (not to exceed twelve (12) students during any given instructional period).

D. Speech and Language Program

Speech/Language Pathologists may put in for an additional eight hours a month to complete paperwork and testing.

Should caseload/program needs increase, SLP's may contact the building principal and the coordinator of special programs to set up a meeting (outside the contract day, if needed) to agree upon additional resolutions. These resolutions could include but are not limited to: additional hours, additional SLP staff, or additional paraprofessional staff. The meeting will include, at a minimum, the SLP's, building principal, coordinator of special programs and the district business manager.

E. Inclusion Classrooms:

The regular classroom teacher who is assigned special education students within the definition of State and Federal laws, may request a special

training or information session pertaining to inclusion to take place during a regular work day. Possible topics to discuss may include but are not limited to the following:

1. laws governing mainstreaming,

2. the student, parent, and teacher rights,

3. available help for student,

4. information concerning the student's handicap and/or educational needs, or

5. clarification of responsibilities of teachers and administrators in providing learning experiences for mainstreamed students.

F. Remedy:

It is the philosophy of the District and the Association in maintaining optimal class size to first reduce class size excess(es) by rescheduling or rearranging students and hiring certificated staff whenever available space and finances allow, as determined by the School Board.

In instances where class size levels exceed the above ratios as measured on the 10th day of each trimester, the following remedy shall apply:

In the event that class size maximums and student load ratios set forth in this section are exceeded, the District and the Association will meet with the affected teachers to implement possible solutions. Solutions to be looked at should include but not be limited to these possible suggestions:

1. look at all resources including certificated and classified staff throughout the District,

2. give additional preparation time,

3. look at involuntary transfers,

4. hire additional assistants,

5. payment of an overload stipend of a .5 discretionary per diem day for each overload student per trimester, or

6. One-half annual leave day for the first overload student per trimester with remedy 5 (E) used for the remaining overload students for that trimester. Each trimester will be calculated separately.

G. Case Management:

Special Education Teachers who are employed by Newport School District may put in for an additional five (5) days per year to complete paperwork and testing. If a teacher is employed less than 1.0 FTE through the Newport School District, the number of days will be prorated based on their contracted time.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1 - Purpose

The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions regarding problems arising over the meaning and interpretation of this Agreement.

Both parties agree that proceedings shall be kept as informal and confidential as may be appropriate.

Section 2 - Definitions

A. Grievance: A grievance shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms and conditions of this Agreement.

B. Grievant: A grievant shall mean one (1) or more employees who singularly or jointly allege a violation of this Agreement as it concerns their individual or collective interests, or the District management.

C. Days: Days shall mean employee workdays. After the last day of school and before commencement of the new term, days shall mean calendar days.

Section 3 - Time Limits

Failure of the grievants to comply with the time limits set forth in Step 1 will result in a denial of the grievance with no further processing of the grievance. Failure of either party to comply with the time limits as set forth in Steps 2 and 3 will serve to declare the grievance as settled based upon the last request made or the last answer provided and there shall be no further processing of the grievance. The time limits, as specified, may be extended by mutual concurrence of the parties.

Section 4 - Representation

A grievant shall be accompanied by the Association at all steps of the Grievance Procedure.

Section 5 - Contents of Grievance Filing

During each step where a grievance is reduced to writing, the written statement shall clearly specify:

A. the specific sections of the Agreement allegedly violated and the manner in which the Agreement has been violated,

B. how and when the alleged violation occurred,

C. the results of the previous step(s), if appropriate, and why the results were unsatisfactory, and

D. the name of the grievant(s), and the proposed remedy being sought for the resolution of the grievance.

Section 6 - Grievance Process

Grievances shall be processed in the following manner:

STEP 1 - Principal:

A. Informal discussion: Within twenty (20) days of the act or of the grievant's knowledge of the act, the grievant(s) shall discuss it first with their principal. The informal discussion will not be bypassed unless the grievance is an Association grievance. Every effort shall be made to resolve the grievance at this level in an informal manner. The employee(s) requesting such a meeting shall identify the subject as a grievance matter and the time limits hereinafter provided shall officially begin immediately after the termination of the informal meeting.

B. Formal submission: In the event the grievant(s) are not satisfied with the disposition of the grievance through informal discussion, they shall reduce the grievance to writing indicating the Article, Section and the specific term(s) violated or misinterpreted, the relief sought, and within five (5) days from the date of the informal discussion with the principal, present the grievance to the building principal, or immediate supervisor, who in turn shall, within five (5) days, provide the grievant with a written disposition of the grievance.

STEP 2 - Superintendent:

In the event that the grievant(s) is not satisfied with the disposition of their grievance at Step 1, they shall within five (5) days refer the matter to the Superintendent, who shall be provided by the grievant(s) with a copy of a written statement of the grievance and the written disposition of the grievance which occurred at Step 1. The Superintendent shall, within five (5) days of the request, meet with the individual in an effort to arrive at an equitable solution. The Superintendent shall provide the grievant(s) with a written disposition of the grievance within five (5) days after this meeting.

STEP 3 - Mediation:

A. If the grievant is not satisfied with the disposition of the grievance at Step 2 of the grievance procedure, or if no written decision has been received from the District with the time limits prescribed in Step 2, the Association and the District may mutually agree to mediate the grievance through the Washington State Public Employment Relations Commission (PERC). Such request shall be made to PERC within ten (10) working days after the Step 2 decision. If the parties do not mutually agree to the mediation, the grievance will move to Step 4.

B. The mediator shall determine the process and procedures to be followed during the mediation conference.

C. If no settlement is reached, the grievance may be appealed to binding arbitration in accordance with Step 4 of the Grievance Process. If the Association desires to appeal the grievance to Step 4, written notice must be made within ten (10) working days following the conclusion of the mediation conference.

STEP 4 - BINDING ARBITRATION:

A. Arbitration
    1. If the grievant(s) is not satisfied with the disposition of their grievance at Step 2,they may within five (5) days after receipt of a written disposition from the Superintendent, request in writing that the Association submit their grievance to arbitration.

    2. If the Association determines that the grievance involves the interpretation or application of any of the terms and conditions of this Agreement, it may, by written notice to the Superintendent within five (5) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

    3. If no settlement is reached at Step 3, the Association may appeal the grievance to binding arbitration. Written notice must be made within ten (10) working days following the conclusion of the mediation at Step 3.

B. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or

to obtain such commitment within the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association or the Federal Mediation Conciliatory Services by either party. The parties will be bound by the rules and procedures of the American Arbitration Association or the Federal Mediation Conciliatory Services, subject to any modifications as provided herein.

C. Neither party shall be permitted to assert in the arbitration proceedings any evidence that was not submitted to the other party before the completion of Step 2 meetings.

D. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, from the date the post-hearing briefs, if any, are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, contract interpretations, reasoning and conclusions of law on the issues submitted. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law. He/she shall restrict his/her decision and award solely to the terms of the Agreement. He/she may not award damages, or a relief not actually contemplated by the Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

E. 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 shared equally by the parties. All other costs will be borne by the party incurring them.

Section 7 - Class Grievance

Grievances involving more than one (1) supervisor and grievances involving the administrator above the building level may be filed by the Association on behalf of the grievant(s) at Step 2.

Section 8 - Grievance Form

An appropriate grievance form for instigating and processing a grievance shall be developed by mutual agreement of the parties. The District shall provide these forms at no cost to the employees (see Appendix D). This form shall not be placed in the employee's file but shall be kept in a separate grievance file.

Section 9 - Modification of Applicability of Grievance Procedure

The Grievance Procedure shall not apply to assignment to administrative or supervisory positions. Nonrenewals, including evaluations and placement on probation of provisional employees, shall not be subject to the Grievance Procedure, except in the case of procedural violation. For all other employees, disputes relating to evaluation, placement on probation, nonrenewal and any other adverse change in contract shall be governed by the rights, procedures, and remedies afforded in the Revised Code of Washington.

Management grievances, should they occur as a result of official Association activities or actions, will be presented directly by the Superintendent or his/her designated representative to the president of the Newport Associated Teachers or his/her designee within ten (10) days of the date upon which the Superintendent became aware of the situation prompting the grievance. The president of the Association or his/her designee will provide a written answer within five (5) days. Management grievances, if unresolved, may be submitted to binding arbitration.

ARTICLE VII - SALARY

Section 1 - Schedules

For each year this agreement (2026-2027) remains in effect and as long as the *undedicated funds of the district's reserve balance is at 10% or above at the time of the IPD, all cells on the salary schedule shall be increased by the percent the State determines as the annual inflationary increase (i.e. IPD, COLA, etc), for each year this Agreement remains in effect, according to the provisions of Article VII, Sections 2 and 3. The District and Association agree that the settlement of Article VII shall be accomplished through a joint meeting between the Superintendent and Association representatives for each school year this Agreement remains in effect. Said meetings shall occur at the earliest possible date when information from the Office of the State Superintendent of Public Instruction (SPI) becomes available.

In the event future legislation delegates the determination of the maximum allowable salary increases to local school districts, then the District and Association agree to enter into good-faith negotiations only to discuss Article VII of this Agreement.

*Undedicated funds are defined as reserve balance funds remaining after all levy and other local fund balances have been deducted from the total reserve balance.

Section 2 - Salary Schedule Placement

Association members will be placed on the salary schedule in accordance with WAC 392-264 and the reporting standards of S-275 in place as of August 2018, except may be otherwise described in this section.

All employees will be correctly placed on the salary schedule in accordance with the following criteria:

A. Credits earned for professional preparation must be completed by August 30 of each year, and official transcripts or proof of request for transcripts verifying credits earned must be registered with the Superintendent's Office by September 10 in order to be applicable on the salary schedule for the current year.

B. The calculation of years service for speech language pathologists, counselors, and psychologists regulated under Title 18 RCW will include experience in schools and other non-school positions as speech language pathologists, counselors, or psychologists. The calculation shall be that one year of service in a non-school position counts as one year of service.

C. The calculation for years of service for Career and Technical Education instructors will include all years worked within the instructor's career field, regardless of whether the service occurred within the educational setting.

D. For the purpose of computing a year of experience in items B and C above, a full year will be deemed to be 1,440 or more hours within a twelve-month period.

Section 3 - Method of Salary Payment

Employees shall be paid in twelve (12) monthly installments. Paychecks will be issued on the last business day of the central office of each month.

Mistakes made in payment will be corrected as promptly as possible, giving due regard to avoid creating an employee hardship.

Employees leaving the District may request all pay due them at the time of their leaving. The District may pay (on a first-come, first-served basis) such request if the cash flow such that this can be accomplished without causing the District to issue registered warrants.

Section 4 - Insurance Benefits

A. The District agrees to provide the full amount of benefit contributions funded by the state and will implement any state increases for insurance benefits during the duration of this Agreement. The benefit amount shall be administered in accordance with the state laws relating to school district employee benefits.

B. The District will provide benefit contribution insurance for all employees who work or are expected to work more than 630 hours in a school year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under the SEBB, a school year shall mean September through August. The effective date of coverage is the first day of the month following the day they begin work.

C. Basic benefits include medical, dental, vision, long-term disability and group life insurance. Employees may select optional benefits at their own expense.

D. Employees shall be able to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).

E. Enrollment shall be completed by the end of the open enrollment period for the selection of basic and optional benefits. Employees hired prior to or after the enrollment period, may select insurance coverage from the plans available during the first thirty (30) days of employment.

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

G. Teacher Death Benefit: In accordance with 1999 Washington State Legislation, a $150,000 death benefit will be provided by the State to the estate of all teachers who are killed in the course of District employment.

H. The District shall apply for and maintain an IRS Code Section 125 Agreement as long as it is a benefit to any employee.

Section 5 - Additional Compensation

A. Extended contracts for CTE, alternative high school staff and counselors will be issued prior to August 31 each year of this contract or when deemed necessary by the administration. The District will determine the number of extended contract days for each CTE employee in such manner, so each program is in compliance with the state standards for CTE programs. The extended contract amount will be the number of extended days multiplied by 1/180 of the regular contract amount.

CTE employees with extended contracts may request payment for additional extended contract days beyond their extended day contract, up to a maximum of four (4) days per year. Employee must submit a timesheet to receive compensation for the additional days used for Career and Technical Student (CTSO) activities.

B. Co-curricular Positions:

HS ASB Advisor	$6,000
HS Music	$3,000

HS Pep Band	$2,000
HS Drama	$1,000
HS Annual	$3,000
HS Honor Society	$1,600
Pend Oreille River School Testing Coordinator	$1,500
Home Link Testing Coordinator	$3,500

C. Extra-curricular Duties:

MS Annual	$1,000
MS ASB Advisor	$2,000
Senior Class Coordinator	$1,000
Junior Class Coordinator	$1,000
Sophomore Class Coordinator	$500
Freshman Class Coordinator	$500
Testing Coordinators	
K-4, 2 positions	$750 each
Grade 5-8, 2 positions	$1750 each
High School	$3500

Extra Curricular Duties, when opened, will be posted with preference given to certificated members. If no certificated member applies, discretion will be given to district administration to fill the position for the remainder of the school year.

C. Contracted certificated employees, filling in as substitutes during their preparation period for other certificated employees, will receive compensation of fifty ($50) dollars or at the employee's option granted 1/5 of a Banked Additional Day for each substituted period. Any Banked Additional Day time remaining after June 1 will be paid at the hourly rate of fifty ($50) dollars.

D. Fail-to-Fill Process: In the event a substitute position remains unfilled, the process to cover an unfilled position will be as follows:

1. Secondary Fail-to-Fill: The following process is to be considered in the order listed as a remedy to fill a failed-to-fill certificated position at the secondary level.

    a. Staff in the building will be offered the opportunity to volunteer to work during their prep time and would receive compensation for working during their preparation period. When employees agree to give up their preparation period to cover another teacher's class they will be compensated at the rate of fifty ($50) dollars per period or at the employee's option granded

1/5 of a Banked Additional Day or each prep period covered on a given day.

1. For those times that a teacher covered for another teacher during advisory, compensation and time will be calculated at one-half (1/2) of the amounts stated in this section.

2. Elementary Fail-To-Fill Process: In the event a substitute position remains unfilled, the process to cover an unfilled position will be completed in the following order:

a. In the event that a classroom teacher's position is unfilled, substitutes will be pulled from other buildings.

b. Teachers who are subbed out for professional development are called back to the building if a position cannot be filled, unless proximity of the training to the building would require excessive travel time. Excessive travel time would be defined as more than 30 minutes of travel time required to get back to the building from the training. In unique circumstances an employee may not be required to return.

c. In the event that a classroom teacher's position remains unfilled, a specialist will be required to fill the position. The utilized specialist will be on a rotation schedule (specialists include: all certificated staff in building excluding special education staff members).

Specialists in this section defined as: STEAM Teacher, PE Teacher, Music Teacher, LAP/Title Teachers, etc.

d. Other filling options to include:
   1. TOSA in the district
   2. Admin from all buildings

e. Should the district fail to fill the sub position, with all above options exhausted- students in the affected class will be distributed among other grade level teachers for the school day. If a teacher is assigned additional students in order to cover a fail-to-fill position, the teacher can elect to be compensated at the rate of $100 dollars a day or granted ½ of a banked additional day.

f. In the event of a specialist position fail-to-fill, the employees will give up their preparation period to cover and be compensated at the rate of $50 per period or at the employee's option granted 1/8 of a Banked Additional Day.

g. University student teachers will not be utilized as substitute teachers unless they have a current emergency substitute certificate on file with the district and have completed ten (10) weeks of student teaching.

h. Teachers who are mentoring university student teachers shall not be utilized as a substitute teacher during their first ten (10) weeks of mentorship.

E. In-District in-service presenters shall receive two hundred and fifty dollars ($250) for each whole day in-service presentation, one hundred and fifty dollars ($150) for half-day presentations, and one hundred and fifty dollars ($150) for after school presentations requested by the principal.

F. A teacher who substitutes for a principal shall receive an additional ($25) twenty-five dollars for their substitute services.

G. For extracurricular activities which have summer responsibilities, such as marching band, the administration may at their option withhold compensation until such time as the summer activities have been completed by the coach or advisor involved.

H. Clock hours can be received for those staff attending school improvement inservices. The District will oversee all appropriate documentation for clock hours. It shall be the joint responsibility of the Association and District to obtain approval of school improvement day clock hours and shall be the responsibility of individual teachers for maintaining appropriate records of their clock hours for salary and certification related matters.

I. Each district curriculum committee will consist of up to eleven (11) certificated staff members. Up to: three (3) 9-12 certificated members, two (2) 7-8 certificated member, two (2) 5-6 certificated member, two (2) 3-4 certificated member and two (2) K-2 certificated member, from which one chairperson will be selected. The chairperson will receive a stipend of $650 per year in the one to two-year process of committee evaluation and development. The other designated members will receive 1% of the base salary in the year(s) of committee evaluation and development provided the committee members are in attendance and the work is completed. Other staff members are encouraged to attend curriculum meetings, but only the selected members will receive a stipend.

J. In the event that a member is asked by the Superintendent or building principal to develop new curriculum, the member and administration will mutually agree upon the hours needed. The member will be paid at the hourly rate of $40.00.

ARTICLE VIII - TERM OF AGREEMENT

Section 1 - Duration

This Agreement shall be effective as of the 1st day of September 2020 and shall remain in full force and effect until the 31st day of August 2022. Either party shall notify the other in writing no later than April 1st, 2022, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than May 1st, 2022. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in a manner set forth in the following paragraphs.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

After year-one of this contract, the District and the Association agree to meet to review the following contract sections:

Article III, Section 7, Certificated Staff Evaluation
Article V, Section 8, Class Size
Article VII – Salary
MOA- SLPs
Additional revenue

Section 2 - Embodiment

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.

The parties acknowledge that during the bargaining which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, except as provided or covered in the last paragraph of Article VII, Section 1, or covered in this Agreement or with respect to any subject or matter not specifically referred to, or not settled, during bargaining, even though such object or matter may not have been within the knowledge or contemplation of either or both of the parties at the same time they negotiated

or signed this agreement. Such matters shall not be subject to the Grievance Procedure.

This signed document comprises the only duly recognized alterations and agreed upon changes to the Certificated Master Contract between the Newport Associated Teachers and the Newport School District.

IN WITHNES WHEREOF, the partices have hereunto set their hands and seal this 25 day of August 2026.

ATTEST:

For the Association	**For the Board**
Superintendent	Date

APPENDIX A – 2026-2027 SALARY SCHEDULE

Newport Consolidated Joint School District #56-415

Certified Salary Schedule
2026-2027

Yrs	BA	BA + 15	BA + 30	BA + 45	BA + 90	MA	MA + 45	MA + 90 or PHD	Roaming Substitute Teacher
0	$ 54,420	$ 55,890	$ 57,412	$ 58,939	$ 63,836	$ 65,244	$ 70,142	$ 73,300	$ 51,699
1	$ 55,152	$ 56,642	$ 58,184	$ 59,778	$ 64,726	$ 65,970	$ 70,918	$ 74,054	$ 52,395
2	$ 55,850	$ 57,355	$ 58,913	$ 60,630	$ 65,564	$ 66,700	$ 71,634	$ 74,804	$ 53,057
3	$ 56,569	$ 58,088	$ 59,664	$ 61,434	$ 66,359	$ 67,392	$ 72,313	$ 75,562	$ 53,741
4	$ 57,275	$ 58,860	$ 60,445	$ 62,277	$ 67,231	$ 68,118	$ 73,072	$ 76,343	$ 54,411
5	$ 58,003	$ 59,597	$ 61,197	$ 63,131	$ 68,067	$ 68,855	$ 73,793	$ 77,128	$ 55,103
6	$ 58,752	$ 60,311	$ 61,966	$ 63,996	$ 68,908	$ 69,611	$ 74,523	$ 77,875	$ 55,814
7	$ 60,068	$ 61,650	$ 63,327	$ 65,467	$ 70,452	$ 71,027	$ 76,010	$ 79,457	$ 55,814
8	$ 61,994	$ 63,662	$ 65,379	$ 67,697	$ 72,749	$ 73,254	$ 78,308	$ 81,879	$ 55,814
9	$ 61,994	$ 65,747	$ 67,548	$ 69,950	$ 75,120	$ 75,506	$ 80,679	$ 84,373	$ 55,814
10	$ 61,994	$ 65,747	$ 69,743	$ 72,319	$ 77,557	$ 77,877	$ 83,117	$ 86,932	$ 55,814
11	$ 61,994	$ 65,747	$ 69,743	$ 74,757	$ 80,110	$ 80,315	$ 85,669	$ 89,561	$ 55,814
12	$ 61,994	$ 65,747	$ 69,743	$ 77,117	$ 82,731	$ 82,849	$ 88,288	$ 92,300	$ 55,814
13	$ 61,994	$ 65,747	$ 69,743	$ 77,117	$ 85,415	$ 85,472	$ 90,973	$ 95,102	$ 55,814
14	$ 61,994	$ 65,747	$ 69,743	$ 77,117	$ 88,113	$ 88,172	$ 93,847	$ 98,013	$ 55,814
15	$ 61,994	$ 65,747	$ 69,743	$ 77,117	$ 90,405	$ 90,464	$ 96,287	$ 100,561	$ 55,814
16	$ 61,994	$ 65,747	$ 69,743	$ 77,117	$ 92,213	$ 92,283	$ 98,212	$ 102,571	$ 55,814

APPENDIX B - GLOSSARY OF TERMS USED

ASSIGNMENT - Assignment is defined as the position a teacher currently holds.

BRIEF DURATION – twenty minutes or less

CERTIFICATED/CERTIFIED – For the purposes of this contract, these terms are interchangeable.

CERTIFICATED POSITION – Any employee whose position requires a professional education certificate to fulfill the requirements of the job.

CLASSROOM EXCLUSION – Shall mean the exclusion of a student from a classroom or instructional or activity area for behavioral violations. Classroom exclusion does not include actions that result in missed instruction for a brief duration when:

1. A teacher, or other school personnel, attempts other forms of discipline to support the student in meeting behavioral expectations; and
2. The student remains under the supervision of the teacher or other school personnel during such brief duration.

CONFER – Shall mean that the administrator, student, and teacher shall meet. The teacher and administrator shall agree upon appropriate behavioral expectations, as well as probable consequences for future, similar infractions. Results of this meeting shall be reduced to writing by the administrator and shall be provided to the teacher and the student.

DAYS - Except as otherwise specified in this Agreement, days shall mean employee workdays. After the last day of school and before commencement of the new term, days shall mean weekdays (M-F).

DISRUPTION OF THE EDUCATIONAL PROCESS – Shall mean the interruption of classwork, the creation of disorder, or the invasion of the rights of a student or group of students.

EMERGENCY CIRCUMSTANCES - Shall mean when a student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process. Such behavior may warrant an immediate use of a classroom exclusion or the utilization of a "room clear" in order to keep other students and adults safe.

EVALUATION - A written document composed of the written observations of an administrator, as a result of one (1) or more observations of an employee in the performance of his/her duties.

INVOLUNTARY REASSIGNMENT- to be reassigned involuntarily.

INVOLUNTARY TRANSFER - An involuntary transfer will be defined as a transfer that an employee has not requested.

NSD FIRST YEAR EMPLOYEE - an employee new to the district who has completed at least three contracted years of certificated employment in another school district in the State of Washington. These NSD employees will be deemed provisional for one year.

OBSERVATION - The physical presence of an administrator observing an employee in the performance of his/her duties.

PROFESSIONAL LEARNING COMMUNITY (PLC) – An extended learning opportunity to foster collaborative learning among colleagues within a particular work environment or field.

PROVISIONAL EMPLOYEE - A newly hired employee who remains provisional during their first three (3) years of employment unless they have completed at least two (2) years of certificated employment in another Washington State school district, in which case said employee shall remain provisional during the first year only, in accordance with RCW 28A.405.220.

The superintendent may grant a certificated employee continuing status after two years if the certificated employee receives one of the top two rankings in the four-tiered evaluation system.

REASSIGNMENT - Reassignment shall be defined as a change from one assignment to another assignment in the same building.

REVISED CODE OF WASHINGTON (RCW) - A copy of the *Common School Law Manual* is available on-line at: http://apps.leg.wa.gov/RCW/default.aspx.

SABBATICAL LEAVE - Time for teaching staff to further educational training.

SENIORITY - Seniority is defined as the length of pre-12 regular certificated contract service within any public school district as defined in Article III, Section 2; Staff Retention, D.

TRANSFER - To be voluntarily moved from a position in one building to another building.

UNIT MEMBER – Unit member shall be defined as a certificated staff member of the Newport School District.

WASHINGTON ADMINISTRATIVE CODE (WAC) - A copy of the *Common School Law Manual* is available on-line at: http://apps.leg.wa.gov/WAC/default.aspx.

APPENDIX C - EVALUATION REPORTS

INTRODUCTION

The Certified Evaluation Program of the Newport School District is designed to improve the educational program for students through improvement of teacher performance. Formal evaluation is based on all aspects of a teacher's performance in the school and is considered in both formative and summative evaluation.

The formal process of teacher evaluation is not the only method by which teachers may improve their performance. Teachers are encouraged to seek self-improvement through a variety of methods such as receiving input from peers, parents and students.

Although the primary purpose of teacher evaluation is the improvement of the instructional program, a secondary purpose is to enable the administration to make decisions determining employment status of teachers.

It is the goal of the Newport School District to assist teachers in improving their performance on the job and to help them achieve success and satisfaction in their work and career. Through this process the following outcomes are expected:

*Communication to certified staff of the criteria, standards and expectations of the school.

*Provision of feedback regarding job performance for the purpose of further development of skills and for the recognition of work well done.

*Assessment and recording of the quality of the performance of teachers for the purpose of determining employment status.

*Meeting of the Newport School District policy and the Washington State law regarding evaluation of personnel.

*Identification of the needs of personnel for the purpose of planning subsequent training activities or programs.

*Identification of exemplary professional practices.

All evaluation documents are posted on the district website. Enclosed are the Comprehensive Teacher Evaluation Summative Rating Form; and the 8 Focused Teacher Evaluation Summative Rating Forms. All documents are designed to meet the purposes defined above. Also enclosed is a timeline for activities related to the procedures for evaluation.

APPENDIX C-1 - EVALUATION FORMS

NEWPORT SCHOOL DISTRICT/DANIELSON FRAMEWORK

COMPREHENSIVE TEACHER EVALUATION-SUMMATIVE/STUDENT GROWTH SCORE

Teacher: Click here to enter text. School: Choose an item.

Grade Level(s): Click here to enter text.Conference Dates: Click here to enter data

Evaluator : Choose an item. Date: Click here to enter a date.

The principal will transfer the level of performance scores into the 8 Criteria Summative Rating area on page 6.

a. The number of marks in each level of performance column is added up.
b. The total number of marks is multiplied by the rating in that column and the product is entered in the corresponding cell for "total score". Example, 2 marks in Level 3 column (2 x 3) = total score 6
c. All four total scores are added together.
d. The principal uses the Criteria Overall Rating Range to assign a final Criteria Score for each of the 8 criteria.
e. Each criteria score is entered into the Summary of Overall Ratings.

EXAMPLE

Criteria 1: Centering Instruction On High Expectations For Student Achievement.	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
2b Establishing a Culture for Learning			**X**		Add Scores From All Columns To Get a Total Score"
3a Communicating with Students			**X**		
3c Engaging Students in Learning		**X**			
Enter "total score" under each column		2	6		**8**
Overall "Rating Range"	**3-4**	**5-7**	**8-10**	**11-12**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion. Copy to Summary of Overall Ratings-page 6.					**3**

Criteria 1: Centering Instruction On High Expectations For Student Achievement.	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
2b Establishing a Culture for Learning					Add Scores From All Columns To Get a Total Score"
3a Communicating with Students					
3c Engaging Students in Learning					
Enter "total score" under each column					
Overall "Rating Range"	**3-4**	**5-7**	**8-10**	**11-12**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion. Copy to Summary of Overall Ratings-page 6.					

Criteria 2: Demonstrating Effective Teaching Practices	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
3b Using Questioning and Discussion Techniques					Add Scores From All Columns To Get a Total Score"
4a Reflecting and Teaching					
Enter "total score" under each column					
Overall "Rating Range"	**1-2**	**3-4**	**5-6**	**7-8**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion. Copy to Summary of Overall Ratings-page 6.					

Criteria 3: Recognizing Individual Student Learning Needs and Developing Strategies To Address Those Needs.	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
1b Demonstrating Knowledge of Students					Add Scores From All Columns To Get a Total Score"
3e Demonstrating Flexibility and Responsiveness					
Enter "total score" under each column					
Overall "Rating Range"	**1-2**	**3-4**	**5-6**	**7-8**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion. Copy to Summary of Overall Ratings-page 6.					

Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1a Demonstrating Knowledge of Content and Pedagogy					From All Columns To Get a Total Score"
1c Setting Instructional Outcomes					
1d Demonstrating Knowledge of Resources					
1e Designing Coherent Instruction					
Enter "total score" under each column					
Overall "Rating Range"	**4-6**	**7-9**	**10-13**	**14-16**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion. Copy to Summary of Overall Ratings-page 6.					

Criteria 5: Fostering and Managing a Safe, Positive Learning Environment	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2a Creating an Environment of Respect and Rapport					Add Scores From All Columns To Get a Total Score"
2c Managing Classroom Procedures					
2d Managing Student Behavior					
2e Organizing Physical Space					
Enter "total score" under each column					
Overall "Rating Range"	**4-6**	**7-9**	**10-13**	**14-16**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion. Copy to Summary of Overall Ratings-page 6.					

Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1f Designing Student Assessments					Add Scores From All Columns To Get a Total Score"
3d Using Assessment in Instruction					
4b Maintaining Accurate Records					
Enter "total score" under each column					
Overall "Rating Range"	**3-4**	**5-7**	**8-10**	**11-12**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion. Copy to Summary of Overall Ratings-page 6.					

Criteria 7: Communicating and Collaborating With Parents and School Community	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4c Communicating with Families					Add Scores From All Columns To Get a Total Score"
Enter "total score" under each column					
Overall "Rating Range"	**1**	**2**	**3**	**4**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion. Copy to Summary of Overall Ratings-page 6.					

Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4d Participating in a Professional Community					Add Scores From All Columns To Get a Total Score"
4e Growing and Developing Professionally					
4f Showing Professionalism					
Enter "total score" under each column					
Overall "Rating Range"	**3-4**	**5-7**	**8-10**	**11-12**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion. Copy to Summary of Overall Ratings-page 6.					

STUDENT GROWTH

Student Growth Criteria 3. Recognizing individual student learning needs and developing strategies to address those needs.	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
3.1: Establish Student Growth Goal(s)					Add Scores From All Columns To Get a Total Score"
3.2: Achievement of Student Growth Goal(s)					
Enter "total score" under each column					
Overall "Rating Range"	**1-2**	**3-4**	**5-6**	**7-8**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion. Copy to Summary of Overall Ratings-page 6.					

Student Growth Criteria 6: Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
6.1 Establish Student Growth Goal(s)					Add Scores From All Columns To Get a Total Score
6.2: Achievement of Student Growth Goal(s)					
Enter "total score" under each column					
Overall "Rating Range"	**1-2**	**3-4**	**5-6**	**7-8**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion. Copy to Summary of Overall Ratings-page 6.					

Student Growth Criteria 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
8.1: Establish Student Growth Goals, Implement, and Monitor Growth					
Enter "total score" under each column					
Overall "Rating Range"	**1**	**2**	**3**	**4**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion. Copy to Summary of Overall Ratings-page 6.					

Evaluators place teacher into *preliminary summative rating categories based on the score bands below.*

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

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

Student Growth Criteria	**Goal-Setting Score Based on Rubric**	**Student Growth* Score Based on Rubric**	**Overall Student Growth Criterion Score**
3. Recognizing individual student learning needs and developing strategies to address those needs.			
6. Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)			
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
Total Student Growth Score			
Range	**5-12 Low**	**13-17 Average**	**18-20 High**

***** Must include a minimum of two student growth measures (i.e., state-, district-, school-, and classroom-based measures).
****** A student growth score of a "1" in any of the student growth rubrics will result in a Low growth rating.

Summative Rating & Impact on Student Learning Matrix

Summative Rating	Low	Average	High
Distinguished	Proficient Rating Student Growth Inquiry		Distinguished Rating
Proficient	Proficient Rating Student Growth Inquiry		Proficient Rating
Basic	Basic Rating Student Growth Inquiry		Basic Rating
Unsatisfactory	Unsatisfactory Rating Plan of Improvement		
	Impact on Student Learning		

FINAL SUMMATIVE RATING

It is my judgment, based upon adopted criteria, that during the evaluation period covered in this report, the certificated employees overall performance has been:

Unsatisfactory **Basic** **Proficient** **Distinguished**

Date:_____ Evaluator_____

Date:_____ Employee_____

My signature indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

FOCUSED TEACHER EVALUATION
SUMMATIVE/STUDENT GROWTH SCORE CRITERIA 1

Teacher:

School: Choose an item.

Grade Level(s)/Subject(s): Click here to enter text.

Evaluator: Choose an item.

Conference Dates: Click here to enter text.

Date: Click here to enter a date.

Criteria 1: Centering Instruction On High Expectations For Student Achievement.	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
2b Establishing a Culture for Learning					Add Scores From All Columns To Get a "Total Score"
3a Communicating with Students					
3c Engaging Students in Learning					
3.1 or 6.1: Establish Student Growth Goal(s)*					
3.2 or 6.2: Achievement of Student Growth Goal(s)*					
Enter "total score" under each column					
Overall "Rating Range"	**5-7**	**8-12**	**13-17**	**18-20**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion.					

***** While there is no student growth impact rating, a rating of "1" on any student growth rubric triggers a student growth inquiry

FINAL SUMMATIVE RATING

It is my judgment, based upon adopted criteria, that during the evaluation period covered in this report, the certificated employee's overall performance has been:

Unsatisfactory **Basic** **Proficient** **Distinguished**

Date:_____ Evaluator_____

Date:_____ Employee_____

My signature indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings

FOCUSED TEACHER EVALUATION
SUMMATIVE/STUDENT GROWTH SCORE CRITERIA 2

Teacher: School: Choose an item.

Grade Level(s)/Subject(s): Click here to enter text. Evaluator: Choose an item.

Conference Dates: Click here to enter text. Date: Click here to enter a date.

Criteria 2: Demonstrating Effective Teaching Practices	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
3b Using Questioning and Discussion Techniques					Add Scores From All Columns To Get a Total Score"
4a Reflecting and Teaching					
3.1 or 6.1: Establish Student Growth Goal(s)*					
3.2 or 6.2: Achievement of Student Growth Goal(s)*					
Enter "total score" under each column					
Overall "Rating Range"	**4-6**	**7-9**	**10-13**	**14-16**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion.					

***** While there is no student growth impact rating, a rating of "1" on any student growth rubric triggers a student growth inquiry

FINAL SUMMATIVE RATING

It is my judgment, based upon adopted criteria, that during the evaluation period covered in this report, the certificated employee's overall performance has been:

Unsatisfactory **Basic** **Proficient** **Distinguished**

Date:_____ Evaluator_____

Date:_____ Employee_____

My signature indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

FOCUSED TEACHER EVALUATION
SUMMATIVE/STUDENT GROWTH SCORE CRITERIA 3

Teacher: School: Choose an item.

Grade Level(s)/Subject(s): Click here to enter text. Evaluator: Choose an item.

Conference Dates: Click here to enter text. Date: Click here to enter a date.

Criteria 3: Recognizing Individual Student Learning Needs and Developing Strategies To Address Those Needs.	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
1b Demonstrating Knowledge of Students					Add Scores From All Columns To Get a "Total Score"
3e Demonstrating Flexibility and Responsiveness					
3.1 or 6.1: Establish Student Growth Goal(s)*					
3.2 or 6.2: Achievement of Student Growth Goal(s)*					
Enter "total score" under each column					
Overall "Rating Range"	**4-6**	**7-9**	**10-13**	**14-16**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion.					

***** While there is no student growth impact rating, a rating of "1" on any student growth rubric triggers a student growth inquiry

FINAL SUMMATIVE RATING

It is my judgment, based upon adopted criteria, that during the evaluation period covered in this report, the certificated employee's overall performance has been:

Unsatisfactory **Basic** **Proficient** **Distinguished**

Date:_____ Evaluator_____

Date:_____ Employee_____

My signature indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

FOCUSED TEACHER EVALUATION
SUMMATIVE/STUDENT GROWTH SCORE CRITERIA 4

Teacher: School: Choose an item.

Grade Level(s)/Subject(s): Click here to enter text. Evaluator: Choose an item.

Conference Dates: Click here to enter text. Date: Click here to enter a date.

Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
1a Demonstrating Knowledge of Content and Pedagogy					Add Scores From All Columns To Get a Total Score
1c Setting Instructional Outcomes					
1d Demonstrating Knowledge of Resources					
1e Designing Coherent Instruction					
3.1 or 6.1: Establish Student Growth Goal(s)*					
3.2 or 6.2: Achievement of Student Growth Goal(s)*					
Enter "total score" under each column					
Overall "Rating Range"	**6-10**	**11-15**	**16-20**	**21-24**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion.					

***** While there is no student growth impact rating, a rating of "1" on any student growth rubric triggers a student growth inquiry

FINAL SUMMATIVE RATING

It is my judgment, based upon adopted criteria, that during the evaluation period covered in this report, the certificated employees overall performance has been:

Unsatisfactory **Basic** **Proficient** **Distinguished**

Date:_____ Evaluator_____

Date:_____ Employee_____

My signature indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

FOCUSED TEACHER EVALUATION
SUMMATIVE/STUDENT GROWTH SCORE CRITERIA 5

Teacher: School: Choose an item.

Grade Level(s)/Subject(s): Click here to enter text. Evaluator: Choose an item.

Conference Dates: Click here to enter text. Date: Click here to enter a date.

Criteria 5: Fostering and Managing a Safe, Positive Learning Environment	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
2a Creating an Environment of Respect and Rapport					Add Scores From All Columns To Get a "Total Score"
2c Managing Classroom Procedures					
2d Managing Student Behavior					
2e Organizing Physical Space					
3.1 or 6.1: Establish Student Growth Goal(s)*					
3.2 or 6.2: Achievement of Student Growth Goal(s)*					
Enter "total score" under each column					
Overall "Rating Range"	**6-10**	**11-15**	**16-20**	**21-24**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion.					

***** While there is no student growth impact rating, a rating of "1" on any student growth rubric triggers a student growth inquiry

FINAL SUMMATIVE RATING

It is my judgment, based upon adopted criteria, that during the evaluation period covered in this report, the certificated employee's overall performance has been:

Unsatisfactory **Basic** **Proficient** **Distinguished**

Date:_____ Evaluator_____

Date:_____ Employee_____

My signature indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

FOCUSED TEACHER EVALUATION
SUMMATIVE/STUDENT GROWTH SCORE CRITERIA 6

Teacher: School: Choose an item.

Grade Level(s)/Subject(s): Click here to enter text. Evaluator: Choose an item.

Conference Dates: Click here to enter text. Date: Click here to enter a date.

Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
1f Designing Student Assessments					Add Scores From All Columns To Get a "Total Score"
3d Using Assessment in Instruction					
4b Maintaining Accurate Records					
3.1 or 6.1: Establish Student Growth Goal(s)*					
3.2 or 6.2: Achievement of Student Growth Goal(s)*					
Enter "total score" under each column					
Overall "Rating Range"	**5-7**	**8-12**	**13-17**	**18-20**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion.					

***** While there is no student growth impact rating, a rating of "1" on any student growth rubric triggers a student growth inquiry

FINAL SUMMATIVE RATING

It is my judgment, based upon adopted criteria, that during the evaluation period covered in this report, the certificated employee's overall performance has been:

Unsatisfactory **Basic** **Proficient** **Distinguished**

Date:_____ Evaluator_____

Date:_____ Employee_____

My signature indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

FOCUSED TEACHER EVALUATION
SUMMATIVE/STUDENT GROWTH SCORE CRITERIA 7

Teacher:

School: Choose an item.

Grade Level(s)/Subject(s): Click here to enter text.

Evaluator: Choose an item.

Conference Dates: Click here to enter text.

Date: Click here to enter a date.

Criteria 7: Communicating and Collaborating With Parents and School Community	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
4c Communicating with Families					Add Scores From All Columns To Get a "Total Score"
3.1 or 6.1: Establish Student Growth Goal(s)*					
3.2 or 6.2: Achievement of Student Growth Goal(s)*					
Enter "total score" under each column					
Overall "Rating Range"	**3-4**	**5-7**	**8-10**	**11-12**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion.					

***** While there is no student growth impact rating, a rating of "1" on any student growth rubric triggers a student growth inquiry

FINAL SUMMATIVE RATING

It is my judgment, based upon adopted criteria, that during the evaluation period covered in this report, the certificated employee's overall performance has been:

Unsatisfactory **Basic** **Proficient** **Distinguished**

Date:_____ Evaluator_____

Date:_____ Employee_____

My signature indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

FOCUSED TEACHER EVALUATION
SUMMATIVE/STUDENT GROWTH SCORE CRITERIA 8

Teacher:

School: Choose an item.

Grade Level(s)/Subject(s): Click here to enter text.

Evaluator: Choose an item.

Conference Dates: Click here to enter text.

Date: Click here to enter a date.

Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
4d Participating in a Professional Community					Add Scores From All Columns To Get a "Total Score"
4e Growing and Developing Professionally					
4f Showing Professionalism					
8.1: Establish Student Growth Goals, Implement, and Monitor Growth					
Enter "total score" under each column					
Overall "Rating Range"	**4-6**	**7-9**	**10-13**	**14-16**	Criteria Score ▼
Using the Range, indicate Level of Performance for this Criterion.					

***** While there is no student growth impact rating, a rating of "1" on any student growth rubric triggers a student growth inquiry

FINAL SUMMATIVE RATING

It is my judgment, based upon adopted criteria, that during the evaluation period covered in this report, the certificated employee's overall performance has been:

Unsatisfactory **Basic** **Proficient** **Distinguished**

Date:_____ Evaluator_____

Date:_____ Employee_____

My signature indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings

APPENDIX C-2 TEACHER EVALUATION PROCEDURES

Dates	Provisional	Comprehensive Evaluation	Focused Evaluation
Sept. 15	Notify all certificated employees of the evaluation procedures, criteria, and timelines.	Notify all certificated employees of the evaluation procedures, criteria, and timelines.	Notify all certificated employees of the evaluation procedures, criteria, and timelines.
Oct. 1		Certificated employees must notify their principal / director which **evaluation** they choose (**comprehensive or focused evaluation**.). (See requirements below.)	Certificated employees must notify their principal / director which **evaluation** they choose (**comprehensive or focused**.). (See requirements below.)
Oct. 15	Certificated employee must submit student growth goals(s).	Certificated employee must submit student growth goals(s).	Certificated employee must submit student growth goals(s).
Any time after Oct. 15 but prior to Feb. 15		An employee whose work is judged unsatisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. A probationary period of sixty (60) school days shall be established as per RCW 28A.405.100. Notice of non-renewal may follow.	
Mid-Nov.	Must be evaluated within the first ninety (90) calendar days of the commencement of employment. Both observations must be completed.		
Dec.		It is preferred that one of the two required observations be completed and followed by written documentation as per RCW 28A.405.100.	
Feb. 1			If the evaluator or employee have reason to believe the focused evaluation option should be dropped during the year, written notification must be given of the reasons for the decision by Feb. 1. If there is disagreement, the principal shall have the right to the final decision. The employee shall have the right to appeal to the Superintendent.
During the school year	At least two observations of all first and second year provisional certificated employees (not less than a total of sixty (60) min.) and at least three observations of all third-year provisional certificated employee (not less than a total of ninety (90) minutes) completed and a final comprehensive summative evaluation must be completed as per RCW28A.405.100	Two observations of all certificated employees (not less than a total of sixty (60) min.) completed and a final comprehensive summative evaluation must be completed as per RCW 28A.405.100.	Two observations of all certificated employees (not less than a total of sixty (60) min.) completed and a focused evaluation must be completed as per RCW 28A.405.100.
May 15	Notification of non-renewal of contract as per RCW 28A.405.210.		Notification of non-renewal of contract as per RCW 28A.405.210.

APPENDIX D - FORMAL STATEMENT OF GRIEVANCE
(STEP 1)

Type or Print

Grievant(s)_____ Date of Formal Presentation_____

School_____ School Phone_____

Immediate Supervisor_____ Date Alleged Violation Occurred_____

Date of Informal Meeting_____

1. The specific sections of the Agreement allegedly violated and the manner in which the Agreement has been violated:

2. How and when the alleged violation occurred:

3. The proposed remedy being sought for the resolution of the grievance:

4. The results of the previous step(s), if appropriate, and why the results were unsatisfactory:

_____
Signature of Grievant(s) Date

_____
Signature of Association Representative Date

_____
Signature of Immediate Supervisor Date

DISTRIBUTION:

Immediate Supervisor
Association Representative
Superintendent
Grievant(s)

DECISION OF IMMEDIATE SUPERVISOR - (STEP 1)

(To be completed by immediate supervisor within five (5) working days after receipt of the grievance.)

I. Grievant(s)_____ Date of Informal Presentation_____

School_____

Decision of immediate supervisor and reason(s) therefore:

Date of Decision_____ _____
Signature of Immediate Supervisor

II. Grievant's Response _____ I accept the above decision.

_____ I hereby refer the above decision to Step 2 of the Grievance Procedure.

Date of Response_____ _____
Signature of Grievant

_____
Signature of Association Representative

DISTRIBUTION:
Superintendent
Association Representative
Grievant(s)

DECISION BY SUPERINTENDENT OF DESIGNEE - (STEP 2)

(To be completed by the Superintendent or designee within five (5) working days from the conclusion of the Step 2 grievance meeting.)

I. Grievant(s)_____ Date of Grievance Meeting_____

Decision of Superintendent or designee and reason(s) therefore:

II. Grievant's Response (To be completed by grievant within five (5) working days of decision.)

_____ I accept the above decision by the Superintendent.

_____ I hereby appeal the decision to arbitration.

Date of Response_____ _____
Signature of Grievant

_____
Signature of Association Representative

DISTRIBUTION:

Association Representative
Grievant(s)
Immediate Supervisor

APPENDIX D - MANAGEMENT GRIEVANCE

Type or Print

Date of Formal Presentation_____ Date Alleged Violation Occurred_____

1. The specific section(s) of the Agreement allegedly violated and the manner in which the Agreement has been violated:

2. How and when the alleged violation occurred:

3. The proposed remedy being sought for the resolution of the grievance:

4. The results of the previous step(s), if appropriate, and why the results were unsatisfactory:

_____ _____

Signature of Superintendent or Designee Date

DECISION BY ASSOCIATION PRESIDENT OR DESIGNEE - (STEP 2)

(To be completed by the Association president or designee within five (5) working days from the conclusion of the Step 2 grievance meeting.)

I. Grievant_____ Date of Grievance Meeting_____

Decision of Association President or designee and reason(s) therefore:

II. District's Response (To be completed by the District within five (5) working days of decision.)

____ I accept the above decision by the Association president or designee.

____ I hereby appeal the decision to arbitration.

Date of Response_____ _____
Signature of Superintendent or Designee

_____
Signature of Association President or Designee

DISTRIBUTION:
Association President
Superintendent

APPENDIX E– TEACHER ALLOCATION REQUEST

TEACHER ALLOCATION REQUEST

To receive reimbursement for classroom/teacher allocation monies, submit receipt(s) and reimbursement form with principal's approval signature to the District Office by June 15th. Reimbursement will be given one time only each year for each individual. Maximum annual reimbursement = $200.

Please issue a check to: _____

Total Reimbursement: _____

Expenditure Summary

Date	Store	Description	Amt. to be Reimbursed

Teacher Signature: _____ **Date:** _____

Principal Approval: _____ **Date:** _____

APPENDIX F - SEVEN (7) TESTS OF JUST CAUSE

A "no" answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

NOTICE: "Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's conduct for which the employee is being disciplined?"

REASONABLE RULE OR ORDER: "Was the employer's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the employee's business, and (b) the performance that the employer might properly expect of an employee?"

INVESTIGATION: "Did the employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"

FAIR INVESTIGATION: "Was the employer's investigation conducted fairly and objectively?"

PROOF: "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"

EQUAL TREATMENT: "Has the employer applied its rules, order, and penalties even-handedly and without discrimination to all employees?"

PENALTY: "Was the degree of discipline administered by the employer in a particular case reasonably related to:

a. seriousness of the employee's proven offense,

b. the record of the employee in his/her service with the employer.

APPENDIX G - AUTHORIZATION FOR PAYROLL DEDUCTION FOR POLITICAL CONTRIBUTIONS

Washington law requires employers, including school districts, to annually obtain written authorization from employees for whom the employer withholds or otherwise diverts a portion of wages or salary for the purpose of making contributions to a political committee or for use as political contributions. RCW 42.17.680(3).

If you choose to make political contributions through a Newport School District payroll deduction during this payroll year, please complete the following (a new authorization must be completed for each 12-month period):

_____

Name of Individual Authorizing the Withholding Contribution (please print)

Name, City & State of Political Committee	Contribution Amount to Withhold Each Month	Effective Date to Begin Withholding Contribution
	$	

No employer or labor organization may discriminate against an officer or employee in the terms or conditions of employment for 1) the failure to contribute to, 2) the failure in any way to support or oppose, or 3) in any way supporting or opposing a candidate, ballot proposition, political party, or political committee.

_____

Employee Signature Date Completed

Office Use Only

_____ _____

Date Posted to Payroll Posted by

APPENDIX H – PRE-APPROVAL for professional development/LEAVE

Please complete the online Professional Development/Leave Forms at least two (2) weeks prior to your requested leave. This form will be submitted to the building principal/fund manager for approval. In most circumstances, this form will be considered approved upon submission.

DENIED FORMS: If this form is denied, you will be notified along with a reason for denial.

To complete the online form, please go to the district website at www.newport.wednet.edu. Under QUICK LINKS choose **Professional Development**. Forms are building specific and you will need to complete the form specific to your assigned building.

If you require a substitute, please enter your sub time into the Aesop sub called system.

APPENDIX I – RECORD OF SUBBING DURING PREP TIME

Newport School District
Record of Subbing During Prep Time

Pay Period: _____ 1st to 31st, 20____

_____
Teacher Last Name, First Name

This sheet must be turned in to payroll every month.

_____
Teacher Signature & Date

Date	Who You Subbed For	1	2	3	4	5	6	7	A	Reason Teacher Was Out	Time	Money

Time = 1 for every period subbed. This will be tracked in Skyward as "1" and "5" periods = 1 annual day. Teachers who sub for another teacher the entire day and choose time will receive 1 annual day. Time may be pro-rated if students are not with the teacher the entire day. (Fraction of periods subbed x 5 = pro-rated calculation)

Money = $40 per period subbed. If students are placed in the teacher's class along with their own students, rate is sub pay per hour ($13.75).

Subbing during **advisory** = Either half of sub pay per hour ($6.88) OR ½ period of annual time. Tracked as .5 in Skyward.

Certificated employees that do not have a regular instructional schedule receive either $20 per period subbed OR ½ period of annual time. Tracked as .5 in Skyward.

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MEMORANDUM OF AGREEMENT
District Directed Per Diem Days

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his Memorandum of Understanding between the District and NAT regarding the funding of one (1) additional MOU day for bargaining unit members during the 2026-2027 school year.

Agreement

1. The District agrees to fund one (1) MOU day, equivalent to eight (8) hours, for eligible bargaining unit members during the 2026-2027 school year.
2. The MOU day shall be paid as follows:
    - Four (4) hours will be paid on or about November 2026 payroll.
    - Four (4) hours will be paid on or about April 2027 payroll.
3. Funding of this MOU day is contingent upon the District meeting both of the following conditions:
    - The District's unallocated reserve fund balance exceeds the Board-established 10% fund balance reserve by at least $200,000.
    - Student enrollment remains at or above the Fiscal Year 2026-2027 budgeted Full-Time Equivalent (FTE) enrollment level.
4. The District and the Association agree to jointly review the District's financial and enrollment data no later than November 1, 2026, to determine whether the conditions outlined above have been met.
5. If the conditions are satisfied, the November and April payments shall be made as described above. If the conditions are not met, the District shall have no obligation to provide the MOU day payments under this agreement.
6. This MOU shall expire upon completion of all obligations contained herein and shall not establish a past practice or precedent beyond the 2026-2027 school year.

David E. Smith, Jr. — Date: 9/17/26

Molly Johnson, President — Date: Aug. 27, 2026

26/27 NAT MOU

MOU I

This proposal changes the leave time options to a block of time rate instead of the half or full day. Charging a more true time of absence to an employee's leave account.

This language will supersede Article IV opening paragraphs for the 2026/2027 school year. This language can be negotiated again at the conclusion of the school year.

Article IV - Leaves

The District realizes that teachers will of necessity require absences from work from time to time. Except for emergency leave, all leave requests in this Article shall be submitted to the appropriate building principal through the district's chosen absence management software for that year.

Absences shall be requested in time increments as determined by the block of time the employee works within. These blocks of time will be set-up through the district's chosen absence management software. Employees will choose the appropriate blocks of absence for coverage on an as needed basis. Employees will only be charged leave for the amount of time they request.

Employees on five (5) blocks of time will need to request a sub if they are requesting more than 2 blocks. Employees on eight (8) blocks of time will need to request a sub if they are requesting more than three (3) blocks. Any time of leave requested under the minimum block amount will be filled by utilizing the fail-to-fill coverage procedure found in this Agreement: Section 5:D 1 and 2.

For the day before Thanksgiving, winter vacation, and the last day of the school year, any absences will be charged as a half day.

The District recognizes the following types of leaves (see page 35):..

David E. Smith, Jr.

8/18/26
Date

Brandon McDaniel, NAT Co-President

8-18-26
Date

Molly Johnson, NAT Vice President

8-18-26
Date