

2022-2024

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN**

**NORTH MASON SCHOOL DISTRICT NO. 403
AND
NORTH MASON
EDUCATION ASSOCIATION**

North Mason School District
71 E Campus Drive
Belfair, WA 98528
Dana Rosenbach, Superintendent

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1 The term “Employee” or “Educational Employee” shall mean any certificated employee when used
2 hereinafter in this Agreement and shall refer to all employees represented by the Association in the
3 bargaining unit as defined above.
4

5 **SECTION B - CONTRACT COMPLIANCE**

6

7 All individual employee contracts shall be subject to and consistent with Washington State Law and
8 the terms and conditions of this Agreement.
9

10 Any individual employee contract hereinafter executed shall expressly provide that it is subject to the
11 terms of this Agreement between the Employer and the Association.
12

13 If any individual employee contract contains any language inconsistent with this Agreement, this
14 Agreement during its duration shall be controlling.
15

16 **SECTION C - CONFORMITY TO LAW**

17

18 This Agreement shall be governed and construed according to the Constitution and laws of the State of
19 Washington, and the Constitution and laws of the Federal Government of the United States of
20 America. If any provision or section of this Agreement or any application of the Agreement to any
21 employee or groups of employees covered hereby shall be found contrary to law, such provision or
22 application shall have effect only to the extent permitted by law, but all other provisions or
23 applications of this Agreement shall continue in full force and effect and the Employer and the
24 Association shall enter into immediate negotiations for the purpose of arriving at a mutually
25 satisfactory replacement of the specific section(s) or provision(s). Any provision or section of this
26 Agreement which is contrary to law but becomes legal during the life of the Agreement, shall take
27 immediate effect upon the enactment of such legislation.
28

29 **SECTION D - DISTRIBUTION OF AGREEMENT**

30

31 Following the NMEA ratification and North Mason School Board ratification, both parties
32 will send one representative from their bargaining team to meet and revise the master contract file
33 together. Within forty-five (45) working days following the ratification and signing of this Agreement,
34 the Employer will post on the district website a searchable copy of this Agreement. Association
35 members may use district equipment to make copies as needed.
36

37 **SECTION E - CONTRACT ADMINISTRATION**

38

39 Association representatives who are employees of the District shall have the right to meet with the
40 superintendent at least once a month during the work year to review and discuss current school
41 problems and practices and the administration of this Agreement. Representatives from the North
42 Mason Education Association and the North Mason School District will meet on a regular basis for
43 the purpose of discussing issues and concerns.
44
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1 **ARTICLE II - RIGHTS AND RESPONSIBILITIES**

2
3 **SECTION A - MANAGEMENT RIGHTS**

4
5 The rights, powers, authority and functions of management shall remain exclusively vested in the
6 Employer and its Board of Directors, except as specifically and expressly limited by the provisions of
7 this Agreement.

8
9 All matters not specifically and expressly covered or treated by the language of this Agreement will be
10 administered by the Employer as from time to time it may determine.

11
12 **SECTION B - ASSOCIATION RIGHTS**

13
14 The Association and its representatives may use District buildings for meetings and to transact
15 Association business during nonworking hours. The Association representatives shall check with the
16 building administrator to assure there is no conflict because of a previously scheduled meeting. For
17 the purpose of this section nonworking hours shall include duty-free lunch time.

18
19 The Association shall have the right to post notices of activities and matters of Association's concern
20 on a bulletin board to be provided in each faculty lounge of each building in the District.

21
22 The Association shall have the right to use employee mail boxes for the dissemination of
23 announcements and information to the employees of the District.

24
25 The Employer will furnish to the Association, upon written request, information including annual
26 financial reports and audits, a register of bargaining unit employees, tentative budgeting requirements
27 and allocations, agendas and minutes of all board meetings and a directory of employees and that the
28 Employer shall furnish to the Association information deemed necessary for the purpose of bargaining
29 and/or grievance representation.

30
31 Employees who participate in negotiations and grievance proceedings including arbitration and who
32 meet with the superintendent pursuant to Article I, Section E - Contract Administration during
33 working hours will suffer no loss in pay and/or fringe benefits and shall not be harassed or
34 discriminated against because of their participation in said proceedings

35
36 The Association shall have the right to use District facilities and office equipment.

37
38 **SECTION C - PERSONNEL FILES**

39
40 Employees or former employees shall, upon request, have the right to inspect all contents of
41 their complete personnel file kept within the District as well as employment reference transmitted by
42 the Employer in the presence of an administrator or designee. Upon request, a copy of any
43 documents contained therein shall be afforded the employee.

44
45 No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District except
46 by mutual agreement or as required by law. As Part of Section C building principals may maintain
47 working files as necessary to evaluate employees and administer this Agreement. The primary
48 purpose of a working file is to keep information about evaluation or other documentation concerning
49 employee job performance and conduct. Working files will be held no longer than two school
50 years. Employees shall, upon request, have the right to inspect all contents of their working file and

1 upon request, a copy of any documents contained therein shall be afforded the employee.

2
3 Anyone, at the employee's request, may be present at review of the personnel, supervisor working file
4 or grievance file.

5
6 Any derogatory material not shown to an employee within ten (10) working days after receipt or
7 composition shall not be placed in the personnel file or allowed as evidence in any grievance or in any
8 disciplinary action against such employee unless it is the subject of or developed in the course of a
9 District investigation, in which case the District must make it available for inspection by the
10 employee, upon request, within ten (10) working days following the completion of that investigation.
11 For the purpose of this section, working days shall refer to student days.

12
13 No evaluation, correspondence, or other material making any reference to an employee's or former
14 employee's competence, character, or manner, shall be kept or placed in the personnel file without the
15 employee's knowledge and exclusive right to attach his/her own written comments.

16
17 The employee shall acknowledge that he/she has read such material by affixing his/her signature and
18 the date on the actual copy to be filed with the understanding that such signature merely signifies
19 that he/she has read the material to be filed. Such signature does not necessarily indicate agreement
20 with its contents. In the event the employee refuses to sign such an acknowledgment the employer
21 may insert a statement in the employee's file describing the circumstances, and such statement when
22 signed by the superintendent shall satisfy the requirements for employee acknowledgment.

23
24 Any derogatory statements from nonprofessional sources will only be placed in the personnel file after
25 a thorough investigation has been made by the employee's supervisor. If the facts of the statement
26 cannot be substantiated, then the material will not be included in the file. If the supervisor determines
27 facts are substantiated, then an account of his/her investigation and findings will be included with the
28 statement.

29
30 Any derogatory material, including letters of discipline, shall be removed from the employee's
31 personnel file, if requested in writing, after three (3) calendar years from the incident, provided that
32 no similar incident is recorded during the three (3) year period and provided further that the incident
33 does not involve sexual harassment, child abuse or unlawful discrimination. If two or more similar
34 incidents occur during a three (3) year period, such derogatory material shall remain in the
35 personnel file until the employee terminates employment.

36 37 **SECTION D - NON-DISCRIMINATION**

38
39 Employees within the bargaining unit shall be entitled to the full rights of citizenship and the exercise
40 thereof, which shall include rights afforded by the rules, regulations and statutes of the United States
41 and the State of Washington.

42
43 There shall be no discipline or unlawful discrimination with respect to the employment of any
44 employee because of such employee's race, creed, religion, color, national origin, sex, disability, age,
45 honorably discharged veteran or military status, sexual orientation including gender expression or
46 identity, the presence of any sensory, mental, or physical disability or the use of a trained dog guide
47 or service animal by a person with a disability, political activity, or lack thereof, membership or
48 organizational activities in any employee organization.

49 The Association shall admit persons to membership without discrimination on the basis of age, race,
50 creed, color, national origin, sex, marital status, family domicile, political activity, or lack thereof.

1
2
3 **SECTION E - RIGHTS OF EMPLOYEES IN BARGAINING UNIT**
4

5 Pursuant to RCW 41.59 the Employer hereby agrees that every employee shall have the right to
6 freely organize, join and support the Association.
7

8 **SECTION F - STAFF PROTECTION**
9

10 Liability Insurance - The Employer provides liability insurance and agrees to maintain the present level
11 of coverage for the duration of this Agreement.
12

13 Personal Property Insurance - The Employer, in accordance with **RCW 28A.400.370**, provides
14 personal property insurance and agrees to maintain the present level of coverage for the duration of
15 this Agreement.
16

17 Time-Loss Compensation - The Employer facilitates application for workmen's compensation for
18 on-the-job injuries.
19

20 Safeguarding Personal Safety - An employee who is physically or verbally threatened by a person or
21 group while carrying out the employee's assigned duties shall immediately notify his/her immediate
22 supervisor. The supervisor shall notify the superintendent and, if necessary, the local law
23 enforcement. Immediate steps shall be taken, in cooperation with the employee, to the for the
24 employee's safety.

25 **SECTION G – RIGHT TO DUE PROCESS**
26

27 No employee shall be disciplined without just cause (Appendix E). Just cause may include, but shall
28 not be limited to the following:
29

30 The specific grounds forming the basis for the disciplinary action will be made available to the
31 employee and the Association in writing. For the purpose of this provision, discipline does not include
32 verbal warning(s).
33

34 Any disciplinary action taken against an employee shall be appropriate to the behavior which
35 precipitates the action.
36

37 An employee shall be entitled to have a representative of the Association present during any district
38 scheduled disciplinary action. When a request for such representation is made, no action shall be taken
39 with respect to the employee until such representative of the Association is present provided that the
40 Association shall make a representative available at reasonable times and provided further, that in
41 the event of an emergency situation when the normally designated Association representative is
42 not available, the District may request a representative from the Association approved list for the
43 purpose of holding any required meeting.
44

45 It is agreed that all disciplinary matters pursuant to this section shall be subject to the Grievance
46 Procedure contained in this Agreement, except that, all discharge, probationary proceedings, and
47 non-renewals of employees shall be subject to appropriate statutes.
48

1 All parties to this agreement will hold matters of discipline in confidence.
2 If during an investigation of a staff member, additional information about conduct arises that
3 elicits further investigation, the District will notify the Association that the investigation will be
4 expanded, and additional time will be needed for completion.

5 6 **SECTION H - SAFE WORKING CONDITIONS**

7
8 The Employer agrees to provide safe and non-hazardous working conditions within the District's
9 facilities and will comply with all applicable laws and regulations pertaining to employment facilities.
10 Should an employee become aware of an unsafe or hazardous condition, the employee should notify
11 their supervisor, the building administrator or designee immediately. The employee may also refer the
12 concern to their building representative on the District Safety Committee.

13
14 Each building shall have a comprehensive emergency plan that covers the needs of staff and students,
15 including the unique needs of special education/medically fragile students assigned to that
16 building. Each building will be required to annually review this plan and determine how staff will be
17 informed of this information. This plan should include how an administrator can be reached during the
18 school day and student activities.

19
20 The District will review with its administrators the need to support staff in dealing with difficult or
21 threatening parents or community members. Administrators shall share the expectations with their
22 building about civility and the administrator's role in maintenance of those expectations.

23 24 **SECTION I - PERSONAL FREEDOM**

25
26 The private and personal life of any employee is not within the appropriate concern or attention of
27 the Employer unless it affects the effectiveness of the employee's performance.

28 29 **SECTION J - ACADEMIC FREEDOM**

30
31 Academic freedom within the scope of those areas reasonably relevant to the subject matter of the
32 course being taught shall be guaranteed to all employees. Academic freedom includes studying,
33 investigating, presenting or interpreting of facts, information and ideas.

34
35 This responsibility includes a commitment to democratic tradition; a concern for the welfare,
36 growth and, development of children, and an insistence upon objective scholarship; and limiting the
37 scope of the classroom activity to those areas reasonably relevant to the subject matter of the course
38 being taught.

39
40 Employees may use their professional judgment in support of the adopted standards and in accordance
41 with Board Policy 2020 and Procedure 2020P, in order to assist all students in reaching state and
42 district curricular standards.

43
44 No electronic device, excluding tools used in the process of assessment of students, shall be
45 installed in any classroom or brought in on a temporary basis by means of which a person shall be
46 able to listen or record the procedures in any class without the knowledge and consent of the
47 employee(s) and employer. Staff may use electronic devices but must follow all Board policies
48 concerning student release procedures.

1 **SECTION K - REDUCTION-IN-FORCE**

2
3 Purpose

4 This section shall only be used when the District determines it is necessary to reduce the number of
5 certificated employees for economic or other reasons. The intent of the procedures in this Section is to
6 minimize the number of employees who receive reduction-in-force notices and to retain qualified
7 employees.

8 Maintain Programs

9 Where revenues are available from government agencies, foundations, etc. and depend on actual
10 expenditures rather than budgeted amounts, efforts will be made where practical to maintain these
11 programs to the limit of available funds (e.g., federally supported programs, career and technical
12 education [CTE], special education, aid to the disabled, etc.).

13
14 Exclusions

15 These procedures shall not apply to the nonrenewal of any employee hired under the provisions of
16 RCW 28A.405.900 (retire/rehire or leave replacement) or provisional employees. A position will not
17 be considered new or vacant unless no person on the recall list qualifies for such position.

18
19 RIF Seniority List

20 Seniority shall be defined consistent with the years of service recognized on the current year's S-275
21 report to OSPI, Article II, Section O. The District will provide NMEA with a Subject Area
22 Verification List by March 15th. In the event of ties, the following criteria will be used in the order
23 listed:

- 24 1) most years of certificated experience in the North Mason School District as measured by rules
25 applicable to S-275 state reporting;
26 2) the greatest number of quarter credits toward horizontal advancement on the District Salary
27 Schedule as established by October 1st of the current school year;
28 3) if ties remain, the preference shall be determined by a flip of coin.

29
30 Overview

31 To implement a reduction-in-force, the District shall take the following steps:

- 32 1. Notify the Association with a written notice of the intention to implement a RIF;
33 2. Meet with Association Leadership Team;
34 3. Determine the number of vacant positions;
35 4. Identify the position(s) & program(s) to be reduced by Board resolution with
36 written notice to the Association;
37 5. Select employees to be notified of probable reduction-in-force;
38 6. Issue statutory notices of nonrenewal, and;
39 7. Fill vacancies through an employment pool.

40 Each of these steps is described in greater detail in the paragraphs below.

41
42 Meeting with the Association Leadership Team

43 Prior to making a recommendation to the Board of Directors, the District and Association Leadership
44 Team shall meet for the purpose of discussing any proposed reduction-in-force and implementation of
45 this Article II, Section K. Unless mutually agreed upon, the District shall meet at least 5 working days
46 in advance of a board meeting in which the Board adopts a reduced educational program. The District
47 shall provide public information requested by the association President or designee regarding the funds
48 available for the implementation of the educational program, the course and curriculum needs of
49 students and the positions needed to operate the educational program. The District shall consider input
50 (oral or written) by the Association President or designee after the Association has had the opportunity

1 to review the material requested.

2 Determination of Vacant Positions

3 The District shall determine, as accurately as possible, the total number of certificated staff known as of
4 April 1st leaving the District for reasons of retirement, family transfer, normal resignation, leaves,
5 discharge, or non-renewal, etc., and these vacancies shall be taken into consideration in determining the
6 number of available certificated positions for the following year.

7
8 Identify Reduced Program

- 9 A. Board Resolution: The Board shall adopt a resolution identifying the reasons for
10 reducing the educational program and identifying the positions (category and FTE) to
11 be eliminated.
- 12 B. Retention Categories: The District shall determine the positions to be retained and the
13 certification/endorsement requirements for such positions. Such certification/endorsement
14 requirements shall form the basis for the establishment of district-wide retention categories:
- 15 1. Elementary P-5 classroom teachers (including Title, LAP and Special Education
16 teachers) or current grade level configuration;
 - 17 2. Elementary subject-area specialists, currently music, physical education, and library;
 - 18 3. Secondary subject-area teachers (such as but not limited to, science, math, music and
19 library);
 - 20 4. Education staff associates (such as counselor, nurse, school psychologist or others with
21 ESA certification);
 - 22 5. Other categories as agreed to by District and Association Leadership Team.

23
24 Select Employees

- 25 A. Selection Process: The District shall implement the Board’s reduced educational program by
26 identifying the least senior employee(s) currently assigned to the category or categories in which
27 positions are being eliminated up to the amount of FTE being reduced in that category. These
28 employees shall be considered “displaced employees.” Beginning with the most senior displaced
29 employee, the District shall reassign the displaced employee to replace the least senior employee
30 in any other category for which the displaced employee qualifies (see B below). The less senior
31 employee who is now displaced also shall be reassigned in a similar manner if possible. If there is
32 no less senior employee for a displaced employee to replace, the employee shall be identified for
33 reduction-in-force.
- 34 B. Category Qualification: Employees who are displaced under A above shall qualify for any
35 retention category for which the employee:
- 36 1. Has a valid W A State Certificate, and
 - 37 2. Has either successfully taught the subject during the current or previous five (5) years,
38 excluding substitute experience, or
 - 39 3. Has the appropriate endorsement.
 - 40 4. For teachers with unendorsed certificates, who are not employees of the North Mason
41 School District, Items 1 and 2 of this section will be applied, along with successful
42 experience teaching the subject matter for retention for a minimum of five (5) years during
43 the course of their career, or have taught the subject within the current or previous ten (10)
44 years.
 - 45 5. For current employees, as of August 1, 2011, who hold unendorsed certificates, only
46 items 1 and 2 of this section apply. Employees who fall within this grandfather clause will
47 be placed into a position based upon successful experience and area of preparation.

48 If a dispute over the issue of professional development arises, it will be reviewed by the Superintendent
49 or designee and the Association President or designee.

1 C. Support: Any employee displaced by the process in paragraph A above or recalled under Employment
2 Pool provisions who is assigned to teach or serve in an area outside his or her endorsement shall not be
3 non-renewed based on teaching performance in that area as per WAC 181.82.110, and the out-of-
4 endorsement assignment shall be noted on the annual evaluation. The District shall provide support for
5 successful teaching in this out-of-endorsement assignment within available financial resources.
6

7 Issue Notices

8 The Superintendent shall, in accordance with timelines and procedures set forth in statute, issue notices
9 of probable cause for nonrenewal to the employees identified for reduction-in-force in paragraphs A.,
10 B., & C. above. Such employees may appeal in accordance with procedures in state statute.
11

12 Employment Pool

13 Employees laid off by these procedures shall be placed in an employment pool for possible
14 re-employment during the following 2 school years, or until accepting a District position of the same or
15 greater FTE than previously held.
16

17 A. Offering positions: When a vacancy occurs for which a person(s) in the employment pool qualifies,
18 the District shall attempt to notify the individual for a period of 3 days. If contact is not made, the
19 District may move to the next person on the list. Such individual shall have up to 2 business days from
20 the receipt of the initial contact to accept or decline the position. If more than one employee in the
21 employment pool qualifies for the available position, it shall be offered to the most senior of those
22 qualified. If an employee refuses a position of equivalent FTE to that previously held that employee
23 may be removed from the Employment Pool.
24

25 B. Part-time positions: Employees who were previously assigned to full-time teaching positions shall
26 be recalled to full-time teaching positions, provided that such employees shall have the option of
27 accepting or rejecting any part-time teaching position that may exist without losing the right to be
28 recalled to any full-time position which may become available in accordance with paragraph A above
29 (employee may reject part-time positions without being dropped from the pool). Employees who were
30 previously assigned to part-time teaching positions shall have the right to be recalled to any position
31 up to their previous FTE. No part-time employee has a right to be recalled to any position with FTE
32 greater than the position held at the time of reduction-in-force.
33

34 C. Employee updates: It shall be the responsibility of each certificated employee placed in the
35 employment pool to keep the District Office updated on any changes in the employee's contact
36 information. Such employees also must notify the Superintendent in writing by March 1st if said
37 employee wishes to remain in the employment pool for an additional school year. If notification is not
38 received, the name of any such certificated employee shall be dropped from the employment pool.
39

40 D. Substituting while laid off: The District will provide a list of employees in the recall employment
41 pool to NMEA. The District will attempt to identify these individuals in the substitute calling system.
42 When emergency coverage is needed, and substitute calling system is not used, RIF teachers will be
43 given first notification opportunities.
44

45
46 **SECTION L – ASSIGNMENT, TRANSFER AND VACANCIES**
47

48 Employees shall be assigned in accordance with the regulations of the State Board of Education and this
49

1 Agreement. Employees shall be notified in writing as soon as practicable, and except in emergencies,
2 not later than August 1, of their assignments for the following year. For purposes of this agreement, a
3 transfer is defined as movement from one building to another building, a reassignment occurs within a
4 building and a vacancy is an open position. The district may establish a new position owing to
5 enrollment growth or creation of a new program.
6

7 For employees desiring transfers to a new or vacant position, or reassignment the following will apply:
8

9 Complete by April 1 or within the posting period, a written request for transfer or reassignment to be
10 placed on file with the Employer. This request will remain in active consideration until April 1 of the
11 following year unless the employee revokes it in writing.
12

13 Qualified employees will be considered for specific positions and will be offered an interview for all
14 positions for which they qualify.
15

16 Where possible, all requests for transfer to a new or vacant position, or reassignment, will be granted or
17 rejected at the end of the school year. Notification of non-acceptance will be made in writing. The
18 reasons for the non-acceptance will be provided if the employee so requests in writing.
19

20 Written Notice of Intent to Retire will be submitted to the District by April 1st.
21

22 Posting Procedures 23

24 All vacancies and new positions occurring during the school year shall be reported to the Association
25 and posted in each building at the earliest possible time. A minimum of seven (7) calendar days after
26 posting shall be allowed before the position is filled.
27

28 At the earliest possible time, all known vacancies for the following year will be posted. This listing will
29 be updated on or before the first and fifteenth of each month thereafter.
30

31 Any posted vacancy or position will clearly set forth qualifications for the position and procedures for
32 applying.
33

34 Involuntary Transfer and Reassignment 35

36 All employees will be subject to involuntary transfer or reassignment, provided such transfer is to a
37 comparable position and assignment. An employee involuntarily transferred or reassigned shall be
38 provided with written reason(s) for such transfer or reassignment.
39

40 Such written reasons may address but are not limited to the following as appropriate:

- 41 A. employee certification
- 42 B. employee endorsement(s)
- 43 C. district program needs
44

45 An employee involuntarily transferred may meet with the superintendent or designee to review the
46 reasons for the employee's involuntary transfer.

47 Should a position come open in the involuntarily transferred employee's former building, an
48 application shall be automatically considered. If not selected, such employee may request a written
49 summary of the reasons for not being selected. Such employee has the right of review as outlined
50 above.

1
2 If the district requires an employee to move from one building to another, he/she will be paid for two
3 days at per diem.

4
5 **SECTION M – CLASS SIZE**

6
7 The parties acknowledge the importance of class size and caseload issues, including state funding and
8 the impact of inclusion models and as such, individual employees are encouraged to review any
9 concerns at the appropriate building/department level. Teachers with classes that exceed the greatest
10 number below shall be eligible for overload relief.

11
12 1. The District will make one of its high priorities the reduction of the District student/teacher ratio.
13 In keeping with this priority, the District recognizes that overload relief
14 begins when class sizes exceed the numbers below:

Level	Class Size
K-3	18
4-5	25
6-8 (including art and yearbook)	28
Elementary Specialists	Same as grade level class size average
9-12 (including art and yearbook)	30 or 118 per day
Secondary PE	40 or 200/day
Secondary Music	50 or 250/a day
ALE	26

15
16 2. The caseload for Special Education is as follows,

- 17 a. Resource Room: 30 student caseload
- 18 b. Life-Skills: 15 student caseload
- 19 c. Special Ed Preschool: 12 student caseload, per session
- 20 d. SLP/OT/PT: 50 student caseload

21
22 Beginning in the 2022-23 school year, caseload is defined as the number of students on IEPs that the
23 employee provides services for.

24 For additional resources at any other time during the school year, school teams (special education
25 teacher, principal, and program specialist as a minimum) in collaboration can jointly determine and
26 request additional resources, such as professional development, to support staff.

27
28 3. If the following programs are included in the District’s educational program, the following
29 caseload ranges for Specialist would be preferred:

- 30 a. Counselor
 - 31 i. Elementary: 1.0 FTE per 500 students
 - 32 ii. Middle School: 1.0 FTE per 350 students
 - 33 iii. High School: 1.0 FTE per 350 students
- 34 b. Librarian
 - 35 i. Elementary: .663 FTE per 400 students
 - 36 ii. Secondary: .52 FIE per 600 students

1 4. Elementary teachers who are assigned to teach combination classes will receive One (1) day per
2 trimester release time to work on planning.

3
4 5. One week prior to the start of school, the superintendent or designee will meet with
5 representatives from NMEA to review enrollment and projected class sizes for the upcoming year.
6 Within three instructional days after the start of the school year, the superintendent or designee will
7 meet with representatives from NMEA to review enrollment and class sizes based on actual
8 attendance.

9
10 6. Bargaining unit members seeking relief for a class size or caseload issue will work
11 with their immediate supervisor for resolution.

12
13 7. Overload relief will begin one calendar week after October count day providing the district office a
14 period to balance class sizes. For high school the overload relief will begin one calendar week after
15 October count day and also 10 days after the second and third trimesters providing the district office a
16 period to balance class sizes.

17
18 8. A teacher eligible for overload relief shall be entitled to one of the following options per month:

19 Elementary teachers may receive \$6 per student per day.

20
21 Elementary Specialists may receive \$1 per student per day.

22
23 Secondary teachers may receive \$3 per student per period per day.

24
25 Special education teachers may receive \$6 per student per day. ESAs
26 (OT/PT/SLP) may receive \$3 per student per day.

27
28 9. Employees must turn in requests for overload relief, including required documentation, by
29 the fifth calendar day of each month for the prior month's enrollment. Employees may not
30 turn in overload relief longer than thirty (30) days past the end of the month for which they
31 are requesting

32 10. An appeal beyond this level will be to the Superintendent, association president, and the
33 immediate supervisor. The Superintendent shall make the final determination of the remedy
34 as soon as possible.

35 11. In the event of loss of revenue from either a double levy failure or reduction in state
36 funds, the use of class overload relief options may be suspended.

37 12. The District may reopen the class size numbers above in the event the State reduces levy
38 equalization, reduction in the funded basic ed teacher allocation ratios funding level, or double levy
39 failure.

40
41 **SECTION N – INSTRUCTIONAL LEADERSHIP TEAM (BILT)**

42
43 The composition of an instructional leadership team as defined at each building shall be
44 jointly determined between NMEA Building Rep(s) and the Building Principal. The
45 agreement shall be submitted to the Superintendent and NMEA President for approval.

1 This agreement shall include the following:

- 2 Team membership, including composition and selection
- 3 Team functions and responsibilities
- 4 Team decision-making guidelines
- 5 Team meeting schedule/frequency

6
7 Nothing in the above paragraph will limit the building administrators' ability to form other
8 committees and task forces to provide guidance on topics other than those related to the use of
9 Collaboration Time.

10
11 **SECTION O – VERIFICATION LIST**

12
13 Prior to January 16th each school year, the District shall publish a list which identifies
14 employee seniority and certificate/endorsements as identified in Article II, Section K. The
15 notice may be published in written or electronic format (e.g., e-mail). Employees shall have
16 until the close of business ten school days after the notice is published to file an appeal with
17 the District requesting a correction in seniority or certificate/endorsements for which the
18 employee qualifies. The appeal shall be in writing or electronic format and include a full
19 statement of all facts relevant to a change or modification in an employee's
20 certificate/endorsements or seniority. Employees who fail to file an appeal within the
21 timelines shall not be entitled to later contest the seniority or certificate/endorsements. After
22 considering any appeals, the District shall publish a final notice with any corrections to
23 seniority or certificate/endorsements.

24 **ARTICLE III - EMPLOYEE RESPONSIBILITIES**

25
26 **SECTION A - LENGTH OF WORKDAY**

27
28 The normal total length of the workday shall be 7 hours 30 minutes which shall include all
29 conference time, class time, and lunch periods.

30
31 Three (3) half days will be the last student day before Thanksgiving, winter break, and the
32 last student day. Any day of school canceled for any reason will be made up as a full day
33 of school unless the day lost is on one of the three (3) half-days stated above. When one of
34 these half-days is lost the District will reschedule a half-day before a holiday or school break
35 as a makeup day. Employees shall have scheduled at a reasonable time a continuous thirty
36 (30) minute duty free lunch period.

37
38 Employees are required to be at their assigned teaching station at the beginning of the teacher
39 day, prior to the start of the regularly scheduled student day and after the end of the regularly
40 scheduled student day until the end of the teacher day for the benefit of pupils and patrons. If
41 training is proposed for this time, the decision will be jointly made by the principal and the
42 NMEA Building Rep(s). "Teaching station" shall be defined as the campus on which the
43 employee is assigned. A part-time employee shall be required to be present at his/her teaching
44 station only during the time immediately before or after his/her teaching time. A part-time
45 employee who works during the mid-portion of a day is required to be available for 30

1 minutes either before or after his/her teaching time.

2
3 The District will not require elementary teachers to regularly supervise students in their
4 classroom prior to the published start time of the student day. This shall not prohibit staff
5 members from supervising clubs or participating in cafeteria supervision. This time will be
6 no earlier than 35 minutes after the beginning of the contracted day to ensure full planning at
7 the elementary.

8
9 Both parties to this Agreement recognize that an employee's workday must be flexible, and
10 both parties will make a reasonable effort to allow for this. Attendance at Open House and
11 Graduation are expected for appropriate staff.

12
13 The parties recognize that the professional work of an educator goes beyond the employee
14 workday. The employee's base contract is intended to include core duties related to the
15 employee's teaching position including not only the instruction of students, but also the
16 following professional obligations:

- 17 i. Prepare workspace for instruction or support of instruction prior to the
- 18 opening and at the conclusion of the school year;
- 19 ii. Complete mandatory (state and District) student assessments training;
- 20 iii. A reasonable number of outside of the school day events as
- 21 determined by building leadership team;
- 22 iv. Prepare appropriate progress and grade reports as scheduled and to
- 23 participate in individual student-focused meetings such as 504, RTI and
- 24 IEP meetings which may extend beyond the normal workday.

25 Additionally, the following are fundamental for an employee to be successful under the
26 established performance standards. The amount and timing of these activities is a matter of the
27 employee's professional judgement.

- 28 i. Self-reflection, goal setting, gathering evidence for evaluation and
- 29 related professional
- 30 growth activities, such as attending workshops, classes, conferences
- 31 or seminars or participating in research projects;
- 32 ii. Development of a building site-plan or other building activities or
- 33 voluntary committees;
- 34 iii. Researching instructional practices, educational materials and supplies;
- 35 iv. Improving and maintaining professional skills;
- 36 v. Planning with other staff in the areas of instruction, curriculum and
- 37 assessment;
- 38 vi. Working with technology as related to educational uses, and
- 39 vii. Attending building/District connected meetings (i.e. PTA/PTO, IMC)

40 41 **SECTION B – COLLABORATION/EARLY RELEASE**

42
43 Collaboration Time is a consistent block of time in which teachers can work collaboratively on
44 curriculum, instruction, assessment, professional development and other appropriate
45 professional responsibilities.

46 The school year calendar will include days with a ninety (90) -minute student early release.

1 In order to eliminate the loss of instructional time, the association agrees to restructure work
2 schedules provided the length of the contract day not be lengthened beyond seven and one-
3 half hours.
4

5 The Association and the District will jointly determine the scheduling of these days prior to
6 the start of the school year or as otherwise mutually agreed in a BILT and communicated
7 to the Association President. Communication of any changes will be through the BILT or,
8 in the case of James A. Taylor and Theler, through the Supervisor. The early release time shall
9 be dedicated to such programs or activities as specified herein. Ten (10) of these days will be
10 scheduled by the District for the purpose of professional development regarding District or
11 building commitments. Ten (10) days will be scheduled by BILT for the purpose of analysis
12 and reporting of student data by PLCs. The remaining days will be used for collaboration
13 among grade level or content area PLCs. It is recognized that the PLC may determine some of
14 the time is best spent by individuals working to support the PLC goal. The specific work of
15 the PLCs shall be focused on the following inquiries:

- 16 (a) What do we want all students to know and be able to do?
- 17 (b) How will we know if they learn it?
- 18 (c) How will we respond when some students do not learn?
- 19 (d) How will we extend the learning for students who are already proficient?
20

21 PLCs are not required to create a written agenda or minutes, but are encouraged to document
22 and share their work in a manner that assists team members in making progress. PLCs may
23 be required to create a product or report that is necessary to implement the commitments
24 within the building blueprint.

25 The composition of a building instructional leadership team(s) as defined at each building
26 shall be jointly determined between NMEA Building Rep(s) and the Building Principal as
27 stated in Article II, RIGHTS AND RESPONSIBILITIES, Section N.
28

29 James Taylor High School and the Preschool program are scheduled differently from the
30 regular general education length of workday. To provide flexibility when scheduling these
31 programs, the staff will work with their program administrators to schedule weekly
32 collaboration. A schedule of their weekly collaboration times will be shared with the
33 Association as part of the information Article II section N Instructional Leadership
34 determinations.

35 In the event Collaboration Time is not implemented as described above, an informal meeting
36 shall be held between the site administrator and NMEA Representative(s). If resolution is not
37 reached at that level, the informal process will continue with a meeting between NMEA
38 Building Rep(s), NMEA President, site administrator and the Superintendent or designee. If
39 informal processes do not result in resolution, the dispute may move to a formal grievance
40 process.

41 **SECTION C - PREPARATION TIME** 42

43 The District will maintain the minimum amount of guaranteed planning time during the employee

1 workday of sixty (60) minutes each regular work day, exclusive of alternate student schedules,
2 i.e. Collaboration Time and other early-release days, where teacher planning time will be
3 adjusted proportionately. Elementary employees will have a minimum of forty minutes of
4 planning within the student day (except on early release days) and will have duty-free recesses.
5 Planning time for certificated staff who work less than 1.0 FTE shall be prorated based upon
6 the employee's FTE.

7
8 Non-classroom certificated employees shall have an equivalent amount of daily planning time
9 within their workday although the scheduling of such will be at the discretion of the employee.
10 However, counselors and special education staff will have planning time represented on the
11 master schedule. Non-classroom certificated employees may be reimbursed for lost planning
12 time if the employee cannot reschedule the time within the rest of the week or the following
13 week. The planning period buyback form will be available on the District's website for staff
14 access. Employees will give forms to office coordinator for administrator signature and
15 submission.

16
17 Each building will have available up to 300 minutes of time each year for professional
18 development or faculty meetings. Such time will be outside the employee workday and will be
19 scheduled at each building by its Building Instructional Leadership Team using mutually
20 developed agendas. As part of its agenda development, BILT will evaluate the time associated
21 with each agenda item. Once a month up to fifteen (15) minutes of contract time may be used to
22 complete a staff meeting.

23
24 Class coverage: Each building leadership team will determine the protocol for assigning building
25 staff to cover classrooms when no substitute is available and when no employee volunteers to
26 cover for a class. This protocol shall be established at the team's first meeting of the school
27 year and shared with the NMEA building representatives. Teachers who cover another class will
28 be compensated at the curriculum hourly rate.

29
30 For the 2022-23 school year, the parties agree to meet in October 2022 to discuss class coverage.
31 The District will collect and present data and frequency of coverage. At this meeting, the parties
32 will develop solutions to address class coverage inequities, if any, including possible adjustment
33 of the substitute rate or other incentives. Subsequently, monthly meetings will be scheduled to
34 monitor and adjust as long as the conditions persist.

35
36 **SECTION D – SPECIAL EDUCATION**

- 37
38 A. If the Evaluation/IEP meeting is scheduled during the school day, the classroom teacher at
39 the elementary level or a designated teacher at the secondary level will be provided class
40 coverage in order to attend the meeting.
- 41 B. When students transfer from one building to another or from one teacher to another,
42 consultation and transfer of records including the most current IEP and evaluation will
43 occur to fully inform the receiving staff of the student's program, progress, strengths, and
44 weaknesses.
- 45 C. When a student who has a health condition which may require health care procedures is

1 placed in any program, classroom staff involved will be informed in writing of any
2 procedures appropriate to the student. If any of the staff responsible for the student's safety
3 believes the procedures cannot be accomplished as outlined, the staff member will notify
4 the principal or other responsible administrator.

- 5 D. When students with disabilities are placed for any portion of the day in the general
6 education classroom, classroom teacher will be notified and provided a copy of the IEP.
7 The classroom teacher who has a student with a disability in their classroom will be
8 provided with a copy of the IEP and shall have time permitted to meet with the case
9 manager to discuss the student's educational needs. This may occur during the classroom
10 teacher's planning time with the agreement of all parties. If the classroom teacher is
11 expected to provide specially designed instruction, accommodations, or modifications, they
12 will have opportunity to meet with the special education staff to discuss strategies for
13 making such changes to their curriculum and instruction within the contractual day.
- 14 E. All special education staff should have time embedded in the workday to perform case
15 management activities, evaluations, compliance requirements, meetings, training, etc. This
16 may, when possible, include the provision of two planning an additional compliance period
17 for the purpose of:

18
19 Meet and confer with participating paraeducators to maintain IEP compliance.

20 Record Data

21 Plan for IEP meetings

22 General education check ins

23 Testing and assessment

24 Report progress

25 Individualize student feedback

26 Increase parent communication

27
28 Double planning times: a compliance period may not be appropriate for special program needs
29 and may be denied at the Special Education Director's discretion after consulting with the
30 special education teacher. If the teacher, in consultation with the special education director or
31 building administrator, chooses to class-sizes, to implement a second planning compliance
32 period, overload money for the increases to other class periods will not receive overload
33 renumeration. Compliance periods will be subject to the same contractual rights as planning
34 periods. Appeal of a denial of an additional compliance period may be made to the
35 superintendent or designee.

36
37 Special Education employees will be invited to join all curriculum adoption committees
38 pertinent to their instructional assignment and will be provided equivalent curriculum
39 resources as their general education peers upon adoption.

40
41
42 **Section E COUNSELORS**

- 43 A. The District will work to identify and build a substitute pool for counselors so that

1 service provision remains consistent.

2 B. On an annual basis, building administration and counselors will meet to create a
3 common understanding of counseling responsibilities and expectations within that
4 building. Such topics may include scheduling of time, coverage for administrator
5 absences, and other relevant discussion topics.

6 C. During the creation of secondary master schedules, the counselors and building
7 administrators at all secondary buildings will meet together to review potential schedules
8 for the purpose of identifying strengths and needed revisions to ensure coordination
9 amongst building levels/programs.

10
11 **SECTION F – MULTILINGUAL EDUCATION**

12
13 NMEA and the District agree that a robust program for multilingual education is an important
14 part of our work towards more equitable and inclusive practices in our school.

15
16 A. Multilingual education programs shall have defined student learning goals, objectives
17 and measurable levels of student growth in language development.

18 B. The District will inform multilingual education staff of assessment dates, Title III
19 requirements, available curricular resources at the start of each school year.

20 C. Resources needed to meet the education needs of the language development program
21 will be provided to multilingual education staff which may include supplemental
22 materials to the core.

23 D. District and building administrators will work collaboratively with multilingual
24 program educators to create programs and delivery models that allows for tiered services
25 for multilingual learnings in each building.

26
27
28 **SECTION G -- LENGTH OF WORK YEAR**

29
30 The total length of the work year shall be one hundred and eighty (180) days plus the
31 professional learning days funded by the state as outlined in Article VI Section E. For new
32 employees, the total length of the work year shall be extended by an additional two (2) days
33 scheduled by the district, paid at the employee's per diem rate.

34
35 Each school counselor shall receive a supplemental contract for ten (10) additional days paid at per
36 diem.

37
38 In the 2023-24 school year, special education staff will receive one (1) paid day at per diem
39 paid on a supplemental contract for the purpose of additional duties related to case
40 management and IEP preparation and implementation.

41
42 In recognition of the flexible work being done in the HomeLink program, HomeLink teachers
43 will work with their building administrator to determine a schedule for the work year which
44 may include flexing some nonstudent days to be worked during nontraditional hours to

1 prepare written student leaning plans or other required work specialized to the program.

2
3 A committee composed of two Association members and the Superintendent shall formulate
4 a calendar for the following year prior to April 30. The Board will set the calendar for the
5 following year no later than the regular May board meeting.
6

7
8 **SECTION H - TRAVEL TIME**
9

10 Employees required to travel between different buildings shall not have a workday to exceed
11 7 hours and 30 minutes.
12

13 **SECTION I – CO-CURRICULAR ASSIGNMENTS**
14

15 It is understood and agreed that co-curricular assignments shall be made voluntary and that if
16 an employee agrees to the assignment; said employee shall receive a supplemental
17 contract consistent with this Agreement. Further, agreement to perform a co-curricular
18 assignment will not be made a condition of continuous employment with the Employer.
19

20 **SECTION J - EXTENDED CONTRACTS**
21

22 The formula for an extra period of teaching on a supplemental contract will be the per diem rate of
23 the employee for the number of minutes required for student instructional time.
24

25 An employee working in excess of the base contract for direct services to students shall be
26 compensated at a rate based on 1/180th full per diem of the employee’s regular contracted rate of pay
27 as provided for in this Agreement.
28

29 Employees voluntarily participating in District approved curriculum/staff development programs and
30 are when not providing direct services to students will be compensated at the rate of the hourly rate for
31 per diem of the base step of the BA-0 column of the salary schedule. (Curriculum Rate)
32

33 **SECTION K - EMPLOYEE DEVELOPMENT AND TRAINING**
34

35 It is recognized that an effective employee development program is necessary to provide continuing
36 opportunities for growth of employees. Therefore, the Employer and Association shall
37 periodically survey employees to determine employee development needs. Such surveying, planning
38 and implementation may be with the assistance of other agencies, or colleges and universities.
39

40
41 **SECTION L - CLASSROOM VISITATIONS**
42

43 We welcome parents and community to participate in our students’ education. In the interest of the
44 safety of our students and staff, all visitors to our schools and/or classrooms shall obtain approval of
45 the principal or designee. The visitation will be arranged after the principal has conferred with the
46 employee. The employee will be given the opportunity to confer with the visitor before and/or after the
47 visitation. Principal or designee will inform the visitor that the classroom teacher may want to confer
48 with him/her.
49

1
2
3 **ARTICLE IV – LEAVES**
4

5 **SECTION A - LEAVE FOR ILLNESS, INJURY OR EMERGENCY**
6

7 At the beginning of each school year, full-time contracted employees of the District shall be
8 credited with an advanced sick leave allowance of twelve (12) days to be used in half-day
9 increments of no less than 3.75 hours when, by reason of illness, injury, disability or
10 emergency an employee is unable to perform his/her assigned duties. In cases when a
11 substitute is not necessary, or in-building coverage can be arranged for the employee, sick
12 leave may be taken in increments of no less than 1.5 hours. Sick leave not taken shall
13 accumulate to a maximum of 180 days for cash-out purposes and 183 days (the length of the
14 employee’s base contract) for leave usage purposes pursuant to RCW 28A.400.380. Such
15 accumulated leave may be taken at any time during the school year.
16

17 Sick leave shall also apply to employees under part time employment contracts provided that
18 said employees shall receive advance sick leave allowance equal to that portion of twelve (12)
19 days at the total number of days contracted forbears to one hundred eighty (180) days.
20

21 Employees, upon finding it necessary to be absent from their assigned duties by reason of
22 illness, injury, disability, or emergency, shall enter the absence into the substitute
23 management system as soon as reasonably possible. If the employee cannot enter the absence
24 into the system, the Employee shall notify the building of the need for an absence. For prolonged
25 absences which will necessitate taking sick leave, the Employee shall notify the employee’s
26 immediate supervisor as soon as they are able except as otherwise provided in this section or
27 required under Board Policy. Sick leave accumulation shall be in accordance with RCW
28 28A.400.300.

29
30 For the purpose of sick leave accounting the employee shall sign an absence report form.
31

32 **SECTION B - EMERGENCY LEAVE**
33

34 Upon the request of an employee and approval of the superintendent, emergency leave of up
35 to three (3) days per school year shall be granted such employee for situations which are
36 suddenly precipitated, and which are of such a nature that preplanning is not possible or
37 where preplanning could not relieve the necessity for the employee’s absence. Emergency
38 leave that is used shall be deducted from the employee’s sick leave.
39

40 Prior to taking emergency leave the employee shall notify, at the earliest possible time, his
41 immediate supervisor.
42

43 For the purpose of emergency leave accounting, the employee shall, upon return to work
44 complete and sign an absence report form.
45

46 An employee requesting leave for reason of temporary disability (including temporary

1 disabilities due to pregnancy) should give written notice to the Employer at least two (2)
2 weeks prior to commencement of said leave. The written request for temporary disability leave
3 should include a statement as to the expected date of return to employment. Within thirty (30)
4 days after commencing leave for temporary disability the employee shall inform the Employer
5 of the specific day when he/she will return to work. The employer may require the employee to
6 provide a physician's certification of the employee's disability and length of recovery there from. An
7 employee who uses up his/her sick leave for a temporary disability may apply for a leave of
8 absence without pay as provided in this Agreement.
9

10 **SECTION C - SICK LEAVE CASH OUT**

11
12 In January of the year following any year in which a minimum of sixty (60) days of injury or
13 illness leave is accrued, and each January thereafter, any eligible staff member may exercise
14 an option either; 1) to receive remuneration for unused leave for illness or injury accumulated
15 in the previous year at a rate equal to one day's monetary compensation of the staff member
16 for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days,
17 or 2) to add that year's sick leave to the staff member's accumulated sick leave. Such
18 leave for which the staff member has received compensation shall be deducted from
19 accumulated sick leave at the rate of four (4) days for every-one (1) day's monetary
20 compensation.
21

22 An eligible staff member or his/her estate at the time of separation of employment due to
23 retirement or death shall receive remuneration at a rate equal to one (1) day's current
24 monetary compensation of the staff member for each four (4) full days accrued leave for
25 illness or injury. Such leave shall be accrued at the rate of not more than one (1) day per
26 month.
27

28 **Section D- LEAVE SHARING**

29
30 The District shall make available a leave sharing program pursuant to Chapter WAC 392-
31 136A. The program shall make available to employees pursuant to Board policy and
32 procedures.
33

34 **SECTION E - PROFESSIONAL LEAVE**

35
36 A one-day visitation period will be made available to any employee who wishes to observe in
37 an outside school district subject to the approval of the building principal. The
38 observation could include an outstanding program and/or instructor in the individual's
39 teaching area.
40

41 Such leave will be with pay and not deducted from the employee's total accumulated sick leave.
42

43 **SECTION F - PERSONAL LEAVE**

44
45 The intent of personal leave is to provide opportunities to be excused from work for

1 individual circumstances that are unique to an employee and not a general need of all
2 employees. Each employee shall receive two (2) days per year of personal leave subject to
3 the following conditions:
4

- 5 1. The cost of a substitute, should a substitute be required, will be paid by the District.
- 6 2. Personal leave is not deducted from the employee's total accumulated sick leave.
- 7 3. Personal leave shall not be used during the first five (5) or last five (5) instructional days of
8 the school year. Exceptions to this provision may be made, at the discretion of the
9 Superintendent, for extraordinary family events (i.e. weddings or graduations) where
10 scheduling the event is outside the control of the employee.
- 11 4. An employee using personal leave shall provide forty-eight hours' notice, in writing, to the
12 employer. Later notice will be considered on a case by case basis. Employees shall
13 enter the leave into the online employee attendance system which will constitute
14 providing notice. Later notice will be considered on a case-by-case basis.
- 15 5. Employees should attempt to use personal days on work days that are least impactful. No
16 more than eight certificated employees will be allowed personal leave on a given day.
17 Personal leave will be allowed on a first come, first served basis.
- 18 6. An employee may accumulate up to five (5) personal leave days and use them under the
19 conditions described in the negotiated agreement with particular attention to the availability
20 of a qualified substitute. An employee who has more than two days accumulated at the end of
21 the school year may submit a written request to cash-out unused personal days in July at a rate
22 equivalent to the current district substitute rate for each unused day.
23

24 **SECTION G - BEREAVEMENT LEAVE**

25

26 Upon employee request an employee may use up to five (5) days of leave per occurrence for
27 a death in the employee's immediate family or household. Such leave is without a loss
28 of pay but is not accumulative. The immediate household shall also be defined as all people
29 living in the same family unit but not necessarily relatives. The immediate family shall be
30 defined to also include a person the employees has had in "in loco parentis" relationship.
31

32 An employee may use up to three (3) days of leave per occurrence for the death of any
33 other family member or person of significant relationship.
34
35

36 **SECTION H - JURY DUTY AND SUBPOENA LEAVE**

37

38 A leave of absence with pay will be granted by the employer if an employee performs jury
39 duty service.

40 The employee shall notify the employer when he/she is notified to serve on jury duty and
41 elects to serve.
42

43 Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a
44 court of law. If any witness fees are paid, that amount shall be deducted from the
45 employee's regular monthly salary payment. Leaves of absence with pay shall not be paid
46 when an employee appears in an action or proceeding where the employee is a party

1 adverse to the District.
2
3

4 **SECTION I - MILITARY LEAVES**
5

6 An employee required to perform military service during the contracted year shall be placed
7 in the same position held prior to taking the said leave, provided that the employee has
8 made a reasonable effort to fulfill his/her military service on non-contracted days.

9 An employee shall suffer no loss of rights or benefits while on military leave and will retain
10 all rights and benefits upon return to work as provided for prior to taking such leave.
11

12 **SECTION J - LEAVES OF ABSENCE**
13

14 The Board of Directors may grant an employee up to one-year Leave of Absence without pay.
15 Conditions of placement upon return from said leave and length of said leave shall be
16 agreed to in writing by the employer and the employee at the time the leave is requested.
17 An extension of unpaid leave may be allowed upon written application and board approval.
18

19 When applicable, the employee shall notify the employer in writing of the employee's
20 intention to return not later than April 1, and if such notice is not timely given, the
21 employee shall be deemed to have relinquished reemployment rights. A leave of absence
22 without pay for one (1) year shall not entitle an employee to a normal salary increment.
23

24 **SECTION K – UNAUTHORIZED ABSENCES**
25

26 An employee shall have deducted one day's compensation at his/her per diem rate for
27 each day of unauthorized absence from work.
28

29 **SECTION L - ASSOCIATION LEAVE**
30

31 A. The Association may use up to thirty-five (35) days per year of leave for Association
32 business. Use of Association leave is restricted by the following:

- 33 1. No more than six (6) employees may be absent owing to Association leave at any
34 time.
- 35 2. The Association must notify the Superintendent prior to the use of Association
36 leave.
- 37 3. The Association will work to use association leave on days that are least impactful
38 to the building.
- 39 4. An employee on Association leave will not suffer a loss of pay.
- 40 5. The cost of substitutes will be borne by the Association.

41 B. The Association may schedule its business during contracted time by using Association
42 leave.
43

44 C. As an alternative to the allocation of thirty-five (35) days of Association leave, should the
45 Association determine that it would like to have release for the Association president, the

1 Association and the District will work to find an appropriate assignment to facilitate the
2 requested leave. Upon the end of the leave, the Employee will be returned to a
3 comparable position to the position held prior to the release. The Association will
4 reimburse the District for all associated costs including salary and benefits for the release
5 portion of the Employee’s contract.

6 **ARTICLE V – INSTRUCTION**
7

8 **SECTION A – Multi-Tiered System of Support and Prevention**

- 9 • The District will create a district-wide multi-tiered system of support and
10 prevention (MTSS) team compromised of members of different stakeholder
11 groups. The purpose of this team is to ensure a system-wide approach to
12 meeting the needs of the whole child in achieving success and to align the
13 work of buildings and departments across the school district in pursuit of this
14 common goal. As a vital part of this district-wide work, the Association may
15 appoint a member to the MTSS District team.
- 16 • As part of this commitment to MTSS, building instructional leadership teams
17 will also contribute to the development of the building multi-tier system of
18 support plane (blueprint). The team will also review the needs of the building
19 regarding support for the teachers around this area including the need for
20 professional development, communication tools and other areas of support
21 and help implement necessary changes to the MTSS plan, including a review
22 of building discipline data.
- 23 • As part of our work towards more equitable and inclusive practices in our
24 schools the District and the Association will create an equity team as part of
25 the MTSS District team. This team will include staff from each building and
26 will focus on the creation and development of resources and teaching
27 modules for four main areas: Equity, diversity, and race; inclusionary
28 practices: strengthening social-emotional learning; and ethnic studies.
29

30 **SECTION B - STUDENT DISCIPLINE**
31

- 32 1. In the maintenance of a sound learning environment, the District shall
33 expect acceptable behavior on the part of all students who attend schools
34 in the District. Discipline shall be enforced fairly and consistently
35 regardless of race, creed, sex or status. Such discipline shall be consistent
36 with applicable Federal and State laws.
- 37 2. The Employer shall support and uphold employees in their efforts to
38 maintain discipline in the District and shall respond to all employee’s
39 requests regarding discipline problems. Further, the authority of
40 employees to use prudent disciplinary measures for the safety and
41 wellbeing of students and employees is supported by the Employer. In
42 the exercise of authority by the employee to control and maintain order and
43 discipline the employee may use reasonable and professional judgment
44 concerning matters not provided for by specific policies adopted by the
45 Board and not inconsistent with Federal and State laws or regulations.
- 46 3. The Employer shall provide employees in each building with an employee

1 manual containing appropriate district policy and building procedures
2 pertaining to student rights and discipline. Prior to the start of the school
3 year, the building's administration will review current policies
4 and explain any new/changing policies. Procedures for reporting student
5 discipline issues and discipline meeting outcomes (between administration
6 and student) will be highlighted. In addition, administrators will provide
7 information to employees on how to seek additional support regarding
8 interactions with parents or community visitors.
9

- 10 4. Any discipline issue that is dealt with administratively will result in contact
11 with the teacher involved and explain the outcome (any
12 actions/consequences). The administration or designee will contact the
13 teacher within 24 hours.
- 14 5. At the end of the school year, building administrators and NMEA building
15 representatives will examine past year/issues and propose possible
16 improvements.
- 17 6. The District and the Association recognize the importance of working to
18 combat issues of racism and discrimination and the meaningful impact of
19 inclusive practices and the well-being of the whole child . The District will
20 comply with diversity consistent with state requirements consistent with
21 RCW 28A.415.445. The equity team will be an active participant in
22 collaborating around the design of this training.
- 23 7. At each building the instructional leadership team/MTSS team will
24 review building expectation for student behavior. Additionally, the team
25 will contribute to the development of the building multi-tier system of
26 support plan. The team will also review the needs of the
27 building regarding support for teachers around this area including the need
28 for professional development, communication tools and other areas of
29 support and help implement necessary changes to the MTSS plan, including
30 a review of building discipline data. Building expectations for student
31 behavior will be communicated with families on an annual basis.
- 32 8. If the district creates a district-wide task force for MTSS an Association
33 member, chosen by the Association, will be added to the team.
- 34 9. The District and the Association will jointly agree on members for
35 participation in the student discipline committee pursuant to WAC 392-400-
36 110 for the purpose of reviewing and monitor the impact of the school
37 district's discipline policies, procedures and practices and updates thereto.
38 The committee will also periodically review and update the district's
39 discipline policies and procedures to improve fairness and equity in the
40 administration of discipline. The committee will use data collected under
41 **RCW 28A.300.042**.
- 42 10. Pursuant to RCW 28A.600.020, any student who creates a disruption of the
43 educational process in violation of the building disciplinary standards while
44 under a teacher's immediate supervision may be excluded by the teacher
45 from his or her individual classroom and instructional or activity area for all
46 or any portion of the balance of the school day, or up to the following two

1 days, or until the principal or designee and teacher have conferred,
2 whichever occurs first. Except in emergency circumstances, the teacher first
3 must attempt one or more alternative forms of corrective action. In no event
4 without the consent of the teacher may an excluded student return to the
5 class during the balance of that class or activity period or up to the
6 following two days, or until the principal or his or her designee and the
7 teacher have conferred.
8
9

10 **Section C – PROVISIONS TO FURNISH CLASSROOM**

11
12 The employer agrees to provide and maintain teaching materials and teaching equipment for
13 each P-5 classroom teacher in order to perform professional assignments and aid in the
14 preparation of instructional materials. The following furnishings will be in each classroom:

- 15 1. Teacher Desk
- 16 2. Teacher Chair
- 17 3. A lockable space for personal items (wallet, purse, keys, etc.) This may be a desk or
18 closet.
- 19 4. A lockable filing cabinet or filing drawers
- 20 5. A networked computer and phone
- 21 6. Two bookshelves (P-5 classrooms)

22
23 The employee will work with the building administrator if they have additional needs for their
24 classroom.

25
26 In addition to the above, Other certificated employees who do not have a consistent classroom
27 assignment will be provided space to work in each building assigned, to the extent feasible
28
29
30

31 **SECTION D - STUDENT TEACHERS**

32
33 In those instances where the Employer shall decide to sponsor a student teacher program in
34 the District, the following shall apply:

- 35 1. Every employee shall have the option to accept or reject a student teacher.
- 36 2. Every employee who accepts a student teacher shall be given 20-day
37 notice. In emergency situations, the employee will receive notice as soon as
38 possible.
- 39 3. Every employee who accepts a student teacher shall be compensated at
40 the amount the District is compensated.

41 **SECTION E - PROCEDURES FOR EVALUATION OF CLASSROOM TEACHERS**

42 **SECTION 1—INTRODUCTION**

43 The Teacher/Principal Evaluation System is to improve the educational program by
44 improving the quality of instruction. The evaluation process shall recognize strengths, identify

1 areas needing improvement, and provide support for professional growth. The evaluation
2 system will encourage respect in the evaluation process by the persons conducting the
3 evaluations and the persons subject to the evaluation by recognizing the importance of
4 objective standards and minimizing subjectivity. Within the selected instructional framework
5 teachers will be allowed to exercise their professional judgment and will be evaluated on their
6 own practice, skills, and knowledge.

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

16 The evaluation process is one which will be implemented with collaboration between the
17 evaluator and the bargaining unit member, as described in [WAC 392-191-025](#), “To identify in
18 consultation with classroom teachers and certificated support personnel observed, particular
19 areas in which their professional performance is satisfactory or outstanding, and particular
20 areas in which the classroom teacher or support person needs to improve his or her
21 performance.”

22 **SECTION 2 —DEFINITIONS**

23 “Artifacts” shall mean any products generated, developed or used by a certificated teacher or
24 administrator in the conduct of the supervision and/or evaluation of the teacher. Additionally,
25 tools or forms used in the evaluation process may be considered as artifacts.

26 “Certificated classroom teacher” and “teacher” shall mean a certificated employee who
27 provides academically focused instruction to students and holds one or more of the
28 certificates pursuant to WAC14 181-79A-140(1) through (3) and (6)(a) through (e) and (g).

29 “Danielson Framework for Teaching” shall mean 4 Domains, 22 components aligned to the
30 eight state criteria. Levels of performance are: (L1) Unsatisfactory, (L2) Basic, (L3) Proficient
31 and (L4) Distinguished.

32 “Comprehensive Evaluation” shall mean a teacher is evaluated on all eight of the state criteria
33 and associated student growth data.

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

35 “Evaluation” shall mean the ongoing process of identifying, gathering and using information
36 to improve professional performance, assess total job effectiveness, and make personnel
37 decisions.

38 “Evaluation File” shall mean all documents pertaining to the evaluation and shall include: the
39 framework rubric, artifacts, teacher’s written comments, and forms used. This information
40 may be kept electronically as mutually agreed upon by the district and the association.

41 “Evaluator” shall mean a certificated administrator who has been assigned to evaluate the
42 teacher.

1 “Evidence” shall mean observed practice, products or results of a certificated classroom
2 teacher’s work that demonstrates knowledge and skills of the educator with respect to the
3 rating system.

4 “Focused Evaluation” shall mean a teacher is evaluated on one of the eight state criteria and
5 associated student growth data.

6 “Observe of observation” shall mean the gathering of evidence made through classroom or
7 worksite visits, or other visits, work samples, or conversations that allow for the gathering of
8 evidence of the performance of assigned duties for the purpose of examining evidence over
9 time against the instructional framework rubrics pursuant to this section.

10 “Provisional Employee” shall mean every person employed by a school district in a teaching
11 or other nonsupervisory certificated position who is subject to nonrenewal of employment
12 contract during the first three years of employment by the District, as defined by RCW
13 28A.405.22.0:

14 “Student Achievement” shall mean the status of subject-matter, knowledge, skills,
15 understanding or performance at a given point in time.

16 “Student Growth Data” shall mean evidence of the change in student achievement between
17 two points in time.

18 **SECTION 3 —FRAMEWORK, STATE CRITERIA, AND SCORING**

19 **A.** Classroom teachers shall be evaluated using the Danielson Evidence-Based Framework for
20 Teaching as modified and approved by the Office of the Superintendent of Public Instruction
21 (OSPI) and as posted on the OSPI website.

22 **B.** The evaluative criteria must contain as a minimum the criteria established by the
23 superintendent of public instruction. These criteria shall be revised upon any revisions made
24 by OSPI. The minimum criteria shall include:

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

38 **C.** Scoring. Our philosophy is based on the "natural harvest" of what the teacher already does
39 and one of growth.

- 40 1. A four-level rating system shall be used to evaluate the certificated
41 classroom teacher.

42 The summative performance ratings shall be as follows:

- 1 a. Level 1 - unsatisfactory
- 2 b. Level 2 - basic
- 3 c. Level 3 - proficient; and
- 4 d. Level 4 - distinguished

5 2. The Superintendent of Public Instruction may amend/revise these ratings,
6 and the revised ratings shall be adopted by the district.

7 3. Evaluators shall rate teachers on the components of the Danielson
8 framework and generate a rating for the relevant/required criterion or criteria.
9 The relevant and required components and criteria rated are described in
10 subsection G of this Article (Comprehensive and Focused Evaluations).

11 4. A classroom teacher shall receive one of the four summative performance
12 ratings for each of the minimum criteria in (C)(1) of this Article and one of
13 the four summative performance ratings for the evaluation as a whole, which
14 shall be the comprehensive summative evaluation performance rating.

15 5. Evidence of observable student input may also be included in the
16 evaluation process.

17 D. Summative Performance Rating. A classroom teacher shall receive a summative
18 performance rating for each of the eight (8) state evaluation criteria. The overall summative
19 score is determined by totaling the eight (8) criterion level scores as follows:

- 20 1. 8-14 Unsatisfactory
- 21 2. 15-21 Basic
- 22 3. 22-28 Proficient
- 23 4. 29-32 Distinguished

24 E. Student Growth Criterion Score. Included in the state evaluation framework are five (5)
25 student growth components. These components are embedded in criteria as SG 3.1, SG 3.2,
26 SG 6.1, SG 6.2 and SG 8.1. Evaluators add up the raw score on these components and the
27 employee is given a score of low, average or high based on the scores below:

- 28 1. 5-12 Low
- 29 2. 13-17 Average
- 30 3. 18-20 High

31 Student growth data will be taken from multiple sources and must be appropriate and relevant to
32 the teacher's assignment.

33 F. Student Growth Data and Ratings

34 1. Student growth data must be a substantial factor in evaluating the summative
35 performance of certificated classroom teachers as directed, required, and defined
36 by the Office of the Superintendent of Public Instruction. As used in this
37 subsection, "student growth" means the change in student achievement between
38 two points in time.

39 A. The evaluator shall consult with the teacher(s) to identify student
40 growth and achievement data that are relevant to the teacher(s) and
41 subject matter that will be used in assessing the state required student

1 growth components. The teacher is encouraged to provide classroom
2 growth data with measurable pre-and post-growth data as evidence of
3 student growth.

4 B. The evaluator’s determination of proficiency level ratings must be
5 based on multiple measures that can include classroom-based, school-
6 based, district-based, and state-based tools.

7 C. Student growth data elements may include the teacher's
8 performance as a teacher when the use of this data is relevant and
9 appropriate

10 D. Student growth data elements may also include the teacher's
11 performance as a member of the overall instructional team of a school
12 when use of this data is relevant and appropriate. Teachers may work
13 as a team to determine student growth goals

14 2. An overall student growth score shall be generated for each teacher following
15 the rules and procedures issued by the OSPI and as they may be revised from time
16 to time. Ratings will be “low,” “average” or “high” as defined by OSPI.

17 a. A classroom teacher with a preliminary summative evaluation
18 rating of Distinguished with a Low student growth rating will receive
19 an overall summative Proficient rating.

20 b. If a teacher receives a 1-unsatisfactory on any of the five student
21 growth components, it will trigger the student growth inquiry plan.

22 c. Conduct of a student growth inquiry. Within two months of the
23 teacher receiving the low student growth score or at the beginning of
24 the following school year, whichever is later, one or more of the
25 following must be initiated by the evaluator.

26 i. Examine student growth data in conjunction with other
27 evidence including observation, artifacts, and other student and
28 teacher information based on appropriate classroom, school,
29 district, and state-based tools and practices and/or;

30 ii. Examine extenuating circumstances which may include one
31 or more of the following: goal setting process; content and
32 expectations; attendance; extent to which curriculum, standards,
33 and assessments are aligned and/or;

34 iii. Schedule monthly conferences focused on improving
35 student growth to include one or more of the following topics:
36 student growth goal revisions, refinement, and progress; best
37 practices related to instructional areas in need of attention; best
38 practices related to student growth data collection and
39 interpretations and/or;

40 iv. Create and implement a professional development plan to
41 address student growth areas.

42 d. A classroom teacher with a preliminary summative evaluation
43 rating of Unsatisfactory who has a high student growth rating will be
44 reviewed by the evaluator’s supervisor.
45

1 **SECTION 4 –PROFESSIONAL DEVELOPMENT**

- 2 A. On-going professional development will be provided by the district on teacher
3 evaluation and the instructional framework.
- 4 B. Evaluating Administrators will engage in annual training to develop and/or
5 maintain proficiency with the Danielson Framework for Teaching. This training
6 will use multiple tools/strategies
- 7 C. Prior to a teacher being evaluated, the District shall provide professional
8 development relative to the framework and evaluation process using uniform
9 materials. This training will be co-presented by an Association member from the
10 building and building evaluator(s) on a yearly basis.

11 **SECTION 5 –PROCEDURAL COMPONENTS OF EVALUATION**

- 12 1. The evaluation process shall include the following:
- 13 a. Teachers returning to a comprehensive or focused evaluation are encouraged to
14 complete a teacher self-reflection/self-evaluation prior to the start of the school
15 year. New teachers to the District will need to complete the self-reflection/self-
16 evaluation by the end of October or prior to the first formal observation cycle,
17 whichever is first.
- 18 b. The teacher and evaluator shall meet to develop goals for the year by the end of
19 October.
- 20 c. The teacher and evaluator shall collaboratively participate in the evaluation
21 process through presentation of potential evidence of proficiency throughout the
22 year.
- 23 d. The teacher and evaluator shall collaboratively participate in the evaluation
24 process through presentation of potential evidence of proficiency throughout the
25 year.
- 26 e. All formal observations must be completed by May 15th. However, the teacher
27 and evaluator may agree to extend this timeline for the purpose of gathering
28 additional evidence for use in the summative evaluation.
- 29 f. Prior to signing the summative evaluation, the teacher and evaluator shall hold a
30 rating conference to collaborate regarding the following:
- 31 i. The teacher’s self-rating on all components;
- 32 ii. The evaluator’s preliminary rating on all components and criterion;
33 and
- 34 iii. Any additional evidence the teacher would like the principal to consider
35 before making a final summative rating.

36 Notification. The teacher will be notified within two weeks from the start of the school year of
37 the evaluator and whether the teacher will be evaluated using a comprehensive or focused
38 evaluation.

39 A. Teacher Self-Assessment

40

- 1 1. Prior to the Pre-Observation Conference, the teachers will be provided
- 2 a Self-Assessment form on the District website or through eVal.
- 3 2. No teacher will be required to share the Self-Assessment form with
- 4 his/her evaluator.

5 B. Student Growth Goal Setting. All teachers will set student growth goals for each of the
6 state criteria 3.1, 3.2, 6.1, 6.2 and 8.1. These goals can be set by teams or individually.
7 For teachers on a Focused Evaluation, only the identified or required student growth
8 goals associated to the selected Criteria (1-8) will be considered for their final summative
9 score. For example: A teacher evaluated on a Focused Criterion 1 will establish goals for
10 3.13.1, 3.2, 6.1, 6.2 and 8.1; however, they will consider 3.1, 3.2 or 6.1, 6.2 when
11 figuring their final summative score.

12 C. Artifacts and Evidence

- 13 1. The evaluator will collect and share artifacts and verified evidence
- 14 necessary to complete the evaluation.
- 15 2. The teacher may provide additional artifacts and verified evidence to
- 16 aid in the assessment of the teacher’s professional performance in
- 17 accordance with the instruction framework rubric, especially for those
- 18 criteria not observed in the classroom.

19 D. Observations

- 20 1. It shall be the responsibility of a principal or his or her designee to evaluate all
- 21 classroom teachers in his or her school.
- 22 2. During each school year, all classroom teachers shall be observed for the purposes
- 23 of evaluation at least twice in the performance of their assigned duties.
- 24 3. Total observation time for each teacher for each school year shall not be less than
- 25 60 minutes in the performance of their assigned duties and, where appropriate to the
- 26 evaluative criteria, may also be inclusive of time in an informal setting (such as staff
- 27 meetings or professional learning communities).
- 28 4. A teacher in the third year of provisional status as defined in RCW [28A.405.220](#)
- 29 shall be observed at least three times in the performance of his or her duties and the
- 30 total observation time for the school year shall not be less than 90 minutes.
- 31 5. When a teacher with a continuing contract receives a summative evaluation score
- 32 below 3 – Proficient, the teacher may request an accelerated timeline for observation
- 33 and feedback
- 34 6. Following each observation or series of observations, the principal or other
- 35 evaluator shall promptly document the results of the observation in writing and shall
- 36 provide the teacher with a copy thereof within three days after such report is
- 37 prepared.
- 38 7. New teachers shall be observed at least once for a total observation time of 30
- 39 minutes during the first 90 calendar days of their employment period.
- 40 8. Each classroom teacher shall have the opportunity for a confidential conference
- 41 with his or her evaluator on no less than two occasions. If a classroom teacher
- 42 receives an overall unsatisfactory they may have an association representative
- 43 present as a third-party observer/note taker. Each conference shall focus on
- 44 maximizing the teacher’s professional growth and the evaluator’s assessment of the
- 45 teacher’s professional performance.

1 E. Final Summative Evaluation Conference

2 1. By the end of May, the evaluator and teacher shall meet to discuss the
3 teacher’s final summative score. The final summative score, including the
4 student growth score, must be determined by an analysis of evidence. This
5 analysis will take a holistic assessment of the teacher’s performance over the
6 course of the year.

7 2. The teacher has the right to provide additional evidence for each criterion
8 to be scored.

9 3. If the evaluator assigns the teacher a final summative score below
10 Proficient, the evaluator must provide at least three (3) pieces of evidence
11 from at least two (2) artifacts for each criterion scored Basic or
12 Unsatisfactory.

13 4. The teacher will sign a copy of the Final Summative Evaluation Report.
14 Each teacher shall sign the observation and evaluations forms to indicate
15 receipt. The signature of the teacher does not, however, necessarily imply that
16 the employee agrees with its contents. The teacher may attach any written
17 comments or rebuttals to observation and to the final annual evaluation report
18 as well, at the summative conference.

19 5. Teachers shall have the right to attach additional comment or a rebuttal to
20 the Final Summative Evaluation.

21 F. Comprehensive Evaluation

22 1. All classroom teachers shall receive a comprehensive summative evaluation at least
23 once every six years. A comprehensive evaluation assesses all eight state criteria, and all
24 criteria contribute to the comprehensive summative evaluation performance rating.

25 2. The following categories of classroom teachers shall receive an annual
26 comprehensive summative evaluation:

27 a. Classroom teachers who are provisional employees under [RCW 28A.405.220](#)

28 b. Any classroom teacher who received a comprehensive summative evaluation
29 performance rating of level 1 or level 2 in the previous school year.

30 3. The evaluation must include an assessment of the eight criteria using the
31 instructional framework rubrics and the Superintendent of Public Instruction’s
32 approved student growth rubrics. More than one measure of student growth data
33 must be used in scoring the student growth rubrics.

34
35 4. The summative score is determined through the scoring of the instructional and
36 student growth rubrics for SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1.

37 G. Focused Evaluation

38 i. The focused evaluation is used when a teacher is not evaluated using the
39 comprehensive evaluation process and will include evaluation of one of
40 the eight state criteria and the associated student growth measure(s).

41 ii. In years when a comprehensive summative evaluation is not required,
42 classroom teachers who received a comprehensive summative evaluation
43 performance rating of level 3 or above in the previous school year are
44 required to complete a focused evaluation.

- 1 iii. One of the eight criteria for certificated classroom teachers must be
2 assessed in every year that a comprehensive evaluation is not required.
3 The area of focus shall be mutually determined by the end of October.
- 4 iv. The focused evaluation will include the student growth rubrics of the
5 selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those
6 student growth rubrics. If criterion 1, 2, 4, 5 or 7 is selected, evaluators
7 will use criterion 3 or 6 student growth rubrics.
- 8 v. The summative score is assigned using the summative score from the most
9 recent comprehensive evaluation. This score becomes the focused
10 summative evaluation score for any of the subsequent years following the
11 comprehensive summative evaluation in which the certificated classroom
12 teacher is placed on a focused evaluation. Should a teacher provide
13 evidence of exemplary practice on the chosen focused criterion, a level 4
14 (Distinguished) score may be awarded by the evaluator.
- 15 vi. A group of teachers may focus on the same evaluation criteria and share
16 professional growth activities. Individual teachers or groups may apply the
17 activities toward the professional growth plan for certificate renewal as
18 required by the professional educator standards board.
- 19 vii. A teacher may be transferred from a focused evaluation to a
20 comprehensive summative evaluation at the request of the teacher, or at
21 the direction of the teacher’s evaluator before December 15th. A teacher’s
22 request may be denied due to administrative capacity.

23 **SECTION 6 –TEACHER SUPPORT**

- 24 A. Before non-renewing a provisional teacher, the evaluator shall have made good
25 faith efforts beyond the minimum requirements of the evaluation process to assist
26 the teacher in making satisfactory progress toward remediating deficiencies.
- 27 B. All teachers/educators in their first three (3) years of employment with the
28 District and/or on a provisional contract will be on a comprehensive evaluation
29 and are expected to perform, at a minimum at the basic level in criteria/domains
30 and components. During an employee’s provisional status, the building
31 principal/supervisor may encourage the employee to utilize a structured support
32 plan to assist in areas of needed growth. Support may include, but is not limited
33 to, strategies for reaching proficiency in areas of needed improvement, assistance
34 from instructional coaches, or professional learning. Failure to provide a
35 structured support plan will not provide a basis for contesting the District’s non-
36 renewal of a provisional teacher.

37

38 **SECTION 7 –PROBATION**

- 39 A. At any time after October 15th, a non-provisional employee whose work is not
40 satisfactory based on district evaluation criteria shall be notified in writing of the
41 specific areas of deficiencies along with a reasonable program for improvement.
- 42 B. For classroom teachers, the following comprehensive summative evaluation

1 performance ratings mean a classroom teacher's work is not evaluated
2 satisfactory;

- 3 a. Level 1; or
4 b. Level 2 if the classroom teacher is a continuing contract employee under
5 RCW [28A.405.210](#) with more than five years of teaching experience and if
6 the level 2 comprehensive summative evaluation performance rating has been
7 received for two consecutive years or for two years within a consecutive
8 three-year time period.

9 C. During the period of probation, the teacher may not be transferred from the
10 supervision of the original evaluator. Improvement of performance or probably
11 cause for nonrenewal must occur and be documented by the original evaluator
12 before any consideration of a request for transfer or reassignment as
13 contemplated by either the individual or the school district.

14 D. A probationary period of sixty school days shall be established. Days may be
15 added if deemed necessary to complete a program for improvement and evaluate
16 the probationer's performance, as long as the probationary period is concluded
17 before May 15th of the same school year. The probationary period may be
18 extended into the following school year if the probationer has five or more years
19 of teaching experience and has a comprehensive summative evaluation
20 performance rating as of May 15th of less than level 2.

21 E. The establishment of a probationary period does not adversely affect the contract
22 status of an employee within the meaning of RCW [28A.405.300](#). The purpose of
23 the probationary period is to give the employee an opportunity to demonstrate
24 improvements in his or her areas of deficiency.

25 F. The establishment of the probationary period and the giving of the notice to the
26 employee of deficiency shall be by the school district superintendent and need
27 not be submitted to the board of directors for approval.

28 G. During the probationary period, the evaluator shall meet with the employee at
29 least twice monthly to supervise and make a written evaluation of the progress, in
30 any, made by the employee.

31 H. The evaluator may authorize one additional certificated employee to evaluate the
32 probationer and to aid the employee in improving his or her areas of deficiency.

33 a. A. Should the evaluator not authorize such additional evaluator, the
34 probationer may request that an additional certificated employee evaluator
35 become part of the probationary process and this request must be
36 implemented by including an additional experienced evaluator assigned by
37 the educational service district in which the school district is located and
38 selected from a list of evaluation specialists compiled by the educational
39 service district.

40 b. Such additional certificated employee shall be immune from any civil liability
41 that might otherwise be incurred or imposed with regard to the good faith
42 performance of such evaluation.

- 1 I. If a procedural error occurs in the implementation of a program for improvement,
2 the error does not invalidate the probationer’s plan for improvement or evaluation
3 activities unless the error materially affects the effectiveness of the plan or the
4 ability to evaluate the probationer’s performance.
- 5 J. The probationer must be removed from probation if he or she has demonstrated
6 improvement to the satisfaction of the evaluator in those areas specifically
7 detailed in his or her initial notice of deficiency and subsequently detailed in this
8 or her program for improvement prescribed as deficient.
- 9 a. A classroom teacher must be removed from probation if he or she has
10 demonstrated improvement that results in a new comprehensive
11 summative evaluation performance rating of level 2 or above for a
12 continuing contract employee with five or fewer years of experience, or of
13 level 3 or above for a continuing contract employee with more than five
14 year of experience.
- 15 b. Lack of necessary improvement during the established probationary
16 period, as specifically documented in writing with notification to the
17 probationer constitutes grounds for finding probable cause under RCW
18 [28A.405.300](#) or [28A.405.210](#).

19 **SECTION 8–NON-RENEWAL, NOTICE OF DISCHARGE, REMOVAL FROM**
20 **ASSIGNMENT**

- 21 A. When a continuing contract employee with five (5) or more years of experience
22 receives a comprehensive summative evaluation performance rating below level 2 for
23 two consecutive years, the school district shall, within ten days of the completion of
24 the second summative comprehensive (comprehensive summative) evaluation or May
25 15th, whichever occurs first, implement the employee notification of discharge as
26 provided in RCW [28A.405.300](#).
- 27 B. Immediately following the completion of a probationary period that does not produce
28 performance changes detailed in the initial notice of deficiencies and program for
29 improvement, the employee may be removed from his or her assignment and placed
30 into an alternative assignment for the remainder of the school year.
- 31 C. The teacher may be removed from his or her assignment and placed into an
32 alternative assignment for the remainder of the school year immediately following the
33 completion of a probationary period that does not result in the required
34 comprehensive summative evaluation performance ratings specified in Section 9 (K)
35 of this document. This reassignment may not displace another employee, nor may it
36 adversely affect the probationary employee’s compensation or benefits for the
37 remainder of the employee’s contract year. If such reassignment is not possible, the
38 district may, at its option, place the employee on paid leave for the balance of the
39 contract term.

40 **SECTION D - PROCEDURES FOR EVALUATION OF CERTIFICATED SUPPORT**
41 **PERSONNEL**

- 42
43 A. Performance standards and evaluative criteria for certificated support personnel,

1 hereinafter referred as certificated support personnel, certificated support staff, or
2 employee. If a teacher does all three of the following, then s/he should be evaluated
3 under TPEP: (1) plans or modifies instruction; (2) instructs students; and (3) monitors
4 student progress.

- 5
6 1. All certificated support personnel will be evaluated in accordance with criteria and forms as
7 follows:
- 8 a. Certificated support personnel including counselors, psychologists, nurses,
9 speech and language pathologists (SLP), Physical Therapists (PT),
10 Occupational Therapist (OT), and Teachers on Special Assignment (i.e. Dean
11 of Students, Instructional Coach Coordinator, etc.) will be evaluated for their
12 position on the Certificated Support Personnel Performance Evaluation
13 Form (Appendix B) or until another criteria-reference evaluation tool is
14 adopted.
 - 15 b. During the 2021-22 school year, the parties agree to create study groups for the purpose
16 of evaluating and recommending an evaluation tool for each certificated support
17 personnel position type. The intent is to have a new evaluation tool(s) in place prior to
18 the start of the 2022-23 school year.

19
20 B. Procedures for Evaluation

21 1. Definitions

- 22 a. Provisional certificated support personnel: Any beginning certificated support
23 personnel in the first three years of employment with the district, or any
24 certificated support personnel with at least two years prior experience who is in the
25 first year of employment with the district.
 - 26 b. Administrator: A principal, program director, supervisor, or designated
27 administrator responsible for the evaluation of a certificated support staff member.
- 28 2. Consistent with evaluation procedures, a certificated support staff member will be placed
29 in one of two categories.
- 30 a. Summative: This category will have two ratings.
 - 31 1. Satisfactory
 - 32 2. Unsatisfactory
 - 33 b. Formative: North Mason Professional Growth Plan Program (PGP) - An
34 opportunity for the certificated support staff member and administrator to
35 collaboratively develop a plan to enhance and improve services for students. This
36 category will have one rating: satisfactory. If in the judgment of the administrator,
37 an employee under the PGP does not meet minimum expectations, they will return
38 to the summative cycle the following year.

- 39
40 3. All certificated support personnel shall be evaluated each school year by their
41 building administrator or the administrator's designee, except Special Services Staff
42 including SLP, OT, PT, and the Psychologist(s) may be evaluated by either the
43 principal or the program director if the program director position is filled. Certificated
44 support personnel assigned to more than one (1) school building shall be evaluated by the
45 administrator who supervises the majority of his/her work responsibilities and
46 assignments. Should an employee not be assigned to one (1) building a majority of
47 his/her time, the employee shall be evaluated by either or both building administrators or

1 the administrator's designee.

2
3 No member represented by the North Mason Education Association shall participate in
4 the evaluation process of another bargaining unit member.

- 5
6 4. Evaluation procedures only are subject to the grievance procedure, Article VII of
7 this Agreement.
8

9 C. Summative Evaluation Procedures

- 10 1. Within two (2) weeks after the beginning of school, each administrator or designee will
11 hold a general certificated employee's meeting and/or individual conferences to review
12 evaluative criteria and procedures.
13

- 14 2. All certificated support personnel shall be observed for the purposes of evaluation at
15 least twice in the performance of their assigned duties. Total observation time for each
16 employee for each school year shall not be less than sixty (60) minutes.
17

- 18 a. One observation cycle shall be completed by January 31st. All formal
19 observations must be completed by May 15th. However, the teacher and
20 evaluator may agree to extend this timeline for the purpose of gathering
21 additional evidence for use in the summative evaluation.
22 b. Observations will be documented in a timely fashion within 10 days of
23 the date of the observation by the evaluator and a copy made available to
24 the employee within three (3) days of completion of the evaluation report.
25 c. Observations may be informal and/or very brief. An observation may be
26 made during any time that an employee is carrying out his/her assigned
27 duties.

- 28 3. Each certificated support personnel will be evaluated annually prior to May 31.
29 Appropriate forms will be used as designated in Section D.A.1, a. and b. above. A
30 conference will be held to discuss the evaluation. The certificated employee is to be
31 given a copy of the completed annual evaluation. Within five (5) calendar days
32 following of the receipt of the copy of the completed evaluation, the employee may
33 submit signed and dated comments to the evaluator which shall be attached to the
34 report in his/her personnel file. The employee may attach any written comments or
35 rebuttals to observations and to the final annual evaluation report as well, at the
36 summative conference.

37 Employees shall have the right to attach additional comment or a rebuttal to the Final
38 Summative Evaluation.
39

- 40 4. All copies of the evaluation shall bear the signature of both the employee and the
41 evaluator.

42 The signature of the employee does not, however, necessarily imply that the
43 employee agrees with the contents of the evaluation report.
44

- 45 5. Observation and Evaluation of Provisional Employees - Provisional employees
46 shall be observed at least once for a total observation time of thirty (30) minutes
47 during the first ninety (90) days of their employment period. An evaluation of

1 provisional employees will be done prior to December 5 or within the first 90
2 calendar days of employment, whichever is later.
3

4 D. Professional Growth Plan (PGP) Procedures 5

6 1. The PGP shall be available and shall be voluntary to each certificated support staff
7 member who has received satisfactory summative ratings for the last four years as an
8 employee in the District.

9 2. Each certificated staff member participating in the PGP must return to the
10 summative evaluation procedures every third year.

11 3. The certificated staff member and evaluating administrator shall collaboratively design a
12 PGP and complete the planning work sheet by October 15th. In the event that the
13 administrator and the certificated staff member cannot agree on goals, a mutually agreed
14 upon third party may be called in to help facilitate resolution.

15 4. Throughout the year the certificated support staff member and the administrator
16 shall meet formally and informally to discuss the progress on the goals and to refine
17 and update any need for resources.

18 5. By the end of the school year, potential PGP participants for the following
19 year will be identified. Instructions regarding goal setting, communication, and
20 improvement of instruction shall be provided within the first two (2) weeks of the
21 following year.

22 6. The certificated support staff member may request a return to the summative
23 evaluation procedure at any time during the PGP cycle by notifying the
24 administrator/designee in writing. If minimum competencies are not met, an
25 administrator may require that a certificated staff member return to the summative
26 program for the following year. Such notification must be made on or before May
27 31st.

28 7. On or before May 31st a final meeting shall be held to analyze data and review
29 progress toward goals. The administrator will verify that the certificated staff
30 member has met state statutory requirements, the certificated staff member shall
31 identify the self-evaluation procedure used; and the Professional Growth Program
32 Verification Form (Appendix B) shall be completed jointly to be submitted to the
33 personnel file.

34 8. On or before May 31st a final meeting shall be held to analyze data and review
35 progress toward goals. The administrator will verify that the certificated staff
36 member has met state statutory requirements, the certificated staff member shall
37 identify the self-evaluation procedure used; and the Professional Growth Program
38 Verification Form (Appendix B) shall be completed jointly to be submitted to the
39 personnel file.

40 E. Evaluation of Certificated Support Personnel Who Transfer or Resign - An employee who
41 transfers to a different assignment shall be evaluated prior to the transfer taking effect
42 provided the employee has been in the assignment at least thirty (30) school business days.
43

44 If an employee resigns during the school year, a final evaluation shall be completed prior
45 to the resignation date provided the administrator has been given ten (10) school business
46 days advance notice.
47

1 F. Probation
2

- 3 1. At any time after October 15th, certificated support personnel whose work is
4 judged unsatisfactory based on District evaluation criteria shall be notified in writing of
5 stated specific areas of deficiencies along with a suggested, specific, reasonable program
6 for improvement.¹⁸
7

8 The administrator shall meet with the employee in an attempt to resolve matters' relating to
9 performance before probation is recommended. The employee may be represented by his/her
10 designated representative at the conference. Prior to the conference at least one (1) formal
11 evaluation will have been completed by the evaluator.
12

- 13 2. During the period of probation, the employee may not be transferred from the supervision
14 of the original evaluator. Improvement of performance or probable cause for non-renewal
15 must occur and be documented by the original evaluator before any consideration of a
16 request for transfer or reassignment is contemplated by either the individual or the school
17 district.
18 3. A probationary period of sixty school days shall be established. The establishment of a
19 probationary period does not adversely affect the contract status of an employee within the
20 meaning of RCW 28A.405.300. The purpose of the probationary period is to give the
21 employee opportunity to demonstrate improvements in his or her of deficiency. The
22 establishment of the probationary period and the giving of the notice to employee of
23 deficiency shall be by the school district superintendent and need not to be submitted to
24 the board of directors for approval.
25 4. During the probationary period the evaluator shall meet with the employee at least twice
26 monthly to supervise and make a written evaluation of the progress, if any, made by the
27 employee.
28 5. The evaluator may authorize one additional certificated employee to evaluate the
29 probationer and to aid the employee in improving his or her areas of deficiency. Such
30 additional certificated employee shall be immune from any civil liability that might
31 otherwise be incurred or imposed with regard to the good faith performance of such
32 evaluation.
33 6. The probationer may be removed from probation if he or she has demonstrated
34 improvement to the satisfaction of the evaluator in those areas specifically detailed in his
35 or her initial notice of deficiency and subsequently detailed in his or her improvement
36 program. Lack of necessary improvement during the established probationary period, as
37 specifically documented in writing with notification the probationary shall constitute
38 grounds for a finding of probable cause under RCW 28A.405.300 or RCW 28A.405.210
39 7. Non-renewal of a provisional employee does not require probation contained in this Agreement.
40

41 **ARTICLE VI - ECONOMIC PROVISIONS**
42

43 **SECTION A - INSURANCE BENEFITS**

44 The District shall provide basic and optional benefits through the School Employees
45 Benefits Board (SEBB) under the rules and regulations adopted by the SEBB.
46
47

1 **SECTION B - PAYROLL DEDUCTIONS**
2

- 3 1. The District shall make a payroll deduction for Association dues and assessments upon
4 receipt of a written authorization executed by an individual employee. Any deductions for
5 political contributions subject to RCW 42.17A.495 shall be separately authorized in
6 writing by the employee on forms that comply with WAC 390.17.100, and be revocable
7 by the employee at any time. The District shall provide all employees notice of their rights
8 regarding payroll deductions for political contributions under WAC 390-17-110.
9
- 10 2. Prior to the beginning of each school year, the Association will give written notice to the
11 District of the dollar amount of dues and assessments required of an Association member.
12 The amount for deductions shall not be subject to change during the school year. The
13 deductions authorized by the above provisions will be made in twelve (12) equal amounts
14 from each paycheck beginning the pay period of September through the pay period in
15 August of each year. Employees who commence employment after September or
16 terminate employment before June shall have their deductions prorated. Each month
17 during the school year, the District will send the Association all money deducted for dues
18 accompanied by a list of names of those employees for whom payroll deductions were
19 made.
20
- 21 3. The Association will refund to the District any amounts paid to it in error.
22
- 23 4. The Association and its affiliates will defend, indemnify, and hold the District harmless
24 against all liability, including allegations, claims, actions, suits, demands, damages,
25 obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees)
26 that arise out of any action taken or not taken by the District in implementation of this
27 section.
28
- 29 5. Other Deductions: Upon appropriate written authorization from an employee, the Board shall
30 deduct from the salary of an employee and make appropriate remittance for, NEAPAC,
31 annuities, United Way, US Savings Bonds, and insurance.
32
33 Deductions will be made for newly authorized and approved annuity plans having five (5) or
34 more employees enrolled.
35
- 36 6. Employees requesting a change in payroll deductions shall request such change in writing,
37 shall sign and date the request and shall submit the request to the District payroll office prior
38 to any action by the payroll office.
39

40 **SECTION C – SALARY PAYMENT METHOD**
41

42 In accordance with State law, all employees shall be paid in twelve (12) monthly installments. Each check
43 shall contain one-twelfth (1/12) of the contracted salary. Payroll information shall be made available to
44 the employees on the last business day of each month.
45

46 Correction for underpayment shall be made as soon as possible and no later than the last working day of
47 the month following the underpayment, provided the error is made known to the accounting office by the
48 fifteenth of the month prior to payday. If it is not, then the correction will be made in the following month.
49 Hardships resulting from either overpayment or underpayment will be resolved on an individual basis in
50 with the accounting office. All compensation owed to an employee who is leaving the district shall be
51 paid at the first pay period following his/her last working day.

1
2 Salary increases due to certificated employees' movement on the salary schedule will be paid
3 retroactively.

4
5 **SECTION D - SALARIES AND COMPENSATION**

6
7 The North Mason School District salary schedule shall be as attached at Appendix C

8
9 Salaries will become effective on September 1 of each year.

10
11 For 2022-2023 the salary schedule is attached on Appendix C

12 For the 2023-24 school year, the base salary schedule shall be increased by the state-funded
13 inflationary adjustment, or 2%, whichever is greater.

14
15 **SECTION E – PROFESSIONAL LEARNING**

- 16
17 • Three (3) days of professional learning directed by the District to be scheduled by the
18 District on the calendar. Two of these days shall be prior to the start of the school year.
19 The third day will be scheduled on the calendar in October. These three days are part of
20 the employee's base contract and are paid at per diem.
- 21 • One (1) additional day of professional learning and preparation will be scheduled by the
22 District on the calendar to occur prior to the school year for building-based activities.
23 This day (7.5 hours) is paid at the curriculum rate.
- 24 • For the days listed above, the building instructional leadership team may approve
25 alternative activities for special education staff, counselors or specialists within a
26 building may propose, in advance, an alternative activity that supports the
27 district/building improvement plan. In circumstances beyond the employee's control
28 prevent attendance, the employee will work with their administrator to determine an
29 alternate assignment/learning opportunity. This does not apply to the state required
30 content.

31
32 Employees who work at more than one school shall work with their administrators to determine
33 which school's professional development time they shall participate in.

34
35 In addition to the above, the District will provide to employees a supplemental contract to be
36 provided for the duties related to professional learning referred to as the "professional learning
37 stipend (PLS)." For the 2022-23 and 2023-24 school years, this shall be equal to 1.1% of the
38 base salary. The PLS is provided as an incentive for the fulfillment of responsibilities related to
39 the District's program of professional learning under RCW 28A.415.430. In consideration of
40 this stipend, each employee shall commit to the full and meaningful participation in the District's
41 comprehensive, sustained job embedded and collaborative approach to improving employee's
42 effectiveness in raising student achievement. This includes a commitment to work
43 collaboratively with others as a member of one or more professional learning communities
44 (PLCs) on an ongoing basis to accomplish this goal.

1 **SECTION F – SALARY PROVISIONS**

2
3 Except as otherwise defined in this agreement, employees shall be placed on the salary schedule
4 in Appendix C in accordance with their education and experience as defined by the laws and
5 regulations applicable to the salary allocation model in effect in appendix C for the 2018-19
6 school year.

7 ESA employees will be placed on the salary schedule using the rules in effect for the 2018-19
8 school year without a limitation on the number of years the employee may accumulate on the
9 salary schedule.

10
11 1. **Training Increment Requirements**

12 a. Training increments will be issued in accordance with Appendix C.

13
14 b. Training increments shall be issued as set forth in the current salary schedule and
15 this Agreement provided that sufficient proof (official transcript) is submitted to
16 the Superintendent’s office no later than October 1 of any school year.

17
18 c. The District shall accept all clock hour and college credits that meet State Board
19 of Education Approval Standards for clock hour and college credit. Credit for
20 clock hours and college credit shall be in accordance with State approved
21 allocation funding practices.

22
23 d. Clock hours recognized and documented through a Clock Hour Transcript will be
24 recognized on the North Mason salary schedule at the rate of 10 clock hours = 1
25 credit. Acceptable clock hours for movement will meet the criteria for credits
26 described in other sections of Appendix C.

27
28 e. For certificated employees who have earned a Masters’ Degree, all hours in
29 excess of 45 received after the BA will be applied toward master’s placement.

30
31 2. **Employee Salary Responsibility**

32
33 Employees shall be responsible for keeping training and experience records current.
34 Failure to do so will result in the loss of that portion of pay raise which would have
35 been forthcoming had the record been kept current.

36
37 3. **Experience Outside District**

38
39 Full seniority rights of certificated personnel may be transferred from any school
40 district, public school or community college. Placement on the salary schedule will
41 be made with the same computation system as certificated personnel already placed
42 on the schedule. Official notification from previous district(s) is required. This act is
43 not retroactive.

44
45 4. **Full Time Credit**

46
47 In-District full-time hours per year equal the number of hours in a full-time day times the
48 number of full-time days per school year (e.g., 7.5 x 180 + 1350). No more than one year of
49 experience may be accumulated in any traditional nine-month school year or any 12-month
50 period. For example, if a certificated instructional employee works a 1.0 FTE assignment and
51 also works as a substitute teacher for another district during the same 12 –month year, that

1 employee may not accumulate more than one year of experience for that 12-month period.
2 Nothing in this section will be in conflict with the S275 Personnel Reporting Instructions.

3
4 **5. Part-Time or Substitute Credit**

5
6 A fractional year of credit may be established for part-time or substitute service or 20 or more
7 days in a school year providing proof is submitted to Superintendent's office by October 1st of
8 any school year. (Example: 45 days = 45/180 or ¼ year experience credit.)

9
10 6. An employee with co-curricular duties shall be remunerated in equal payments for the
11 remainder of the contract year.

12
13 7. Partial contracts for secondary employees working less than one full-time equivalent
14 employee's schedule will be calculated at the per diem rate times number of periods taught,
15 divided by the number of periods in the day minus one, multiplied by the number of contract
16 days with pro-rata required planning time.

17
18
19
20 **ARTICLE VII- GRIEVANCE PROCEDURE**

21
22 **SECTION A – DEFINITIONS**

- 23
24 1. A grievance is an alleged misinterpretation of, misapplication of, or violation of,
25 the terms and/or provisions of this Agreement by the Employer.
26
27 2. A grievant shall mean an individual and/or the Association.
28
29 3. Nothing contained herein shall be construed as limiting the right of any
30 employee having a complaint to discuss the matter informally with any
31 appropriate member of the administration.
32

33 **SECTION B- PROCEDURE OF PROCESSING GRIEVANCES**

34
35 1. Immediate Supervisor - Step One Timeline

36
37 a. The grievant and the Association representative or the Association may orally present
38 a grievance to the immediate supervisor. If the grievance is not settled orally, the
39 grievance shall be presented to the immediate supervisor within twenty (20) working
40 days after the occurrence of the grievance or within twenty (20) working days from
41 the time the grievance or the Association should have reasonably become aware of
42 the events giving rise to the grievance, whichever is later.

43
44 b. The "Statement of Grievance" (Appendix A) shall name the grievant(s) involved, the
45 facts giving rise to the grievance, provision(s) of the Agreement alleged to be violated
46 and the remedy (specific relief) requested.

47
48 c. The immediate supervisor, upon receipt of the written grievance, shall sign and date
49 the grievance form and shall give a copy of the grievance form to the grievant(s),

1 Association representative and the Superintendent. The immediate supervisor shall
2 answer the grievance in writing (“Decision of Immediate Supervisor [Step One]”,
3 Appendix A) within five working days after receipt of the grievance.
4

5 The answer shall include the reasons upon which his/her decision was based. He/she
6 shall concurrently send a copy of the grievance, his decision, if any, and all supportive
7 evidence to the grievant(s), Association representative and Superintendent.
8

9 2. Superintendent – Step Two Appeal

10
11 a. If no satisfactory settlement is reached at Step One, the grievance may be appealed to
12 Step-Two, Superintendent, or his designated representative, within seven (7) working
13 days of receipt of the decision in Step-One.
14

15 b. The Superintendent or his designated representative shall arrange for a grievance
16 meeting with grievant(s) and/or his designated representative within seven (7)
17 working days of receipt of the Step Two appeal. The purpose of this meeting shall be
18 to affect a resolution of the grievance.
19

20 c. The superintendent or his designated representative shall provide a written decision,
21 incorporating the reasons upon which the decision was based to the grievant(s), and/or
22 Association representative within five (5) working days from the conclusion of the
23 meeting. The decision rendered at Step Two shall be considered the final decision of
24 the Employer.
25

26 3. Arbitration - Step Three Appeal

27
28 a. If no satisfactory settlement is reached at Step Two, the Association may, within
29 fifteen (15) working days of the receipt of the Step Two decision, appeal the final
30 decision of the Employer to the American Arbitration Association for arbitration
31 under the voluntary rules which shall likewise govern the arbitration proceeding
32 except a request for a list of fifteen (15) potential arbitrators will be made, and
33 provided further the Association shall have the option of having the arbitrator
34 selected through the Federal Mediation and Conciliation Service (FMCS) if the
35 latter is chosen the request to FMCS will include a request for a list of at least
36 fifteen (15) arbitrators. From the list, whether from AAA or FMCS, each party
37 will separately strike unacceptable arbitrators and rank the remaining in order of
38 preference. The highest-ranking common arbitrator remaining on the list shall be
39 selected. If there is no common arbitrator after the striking and ranking process,
40 an additional list will be requested from the applicable agency. Any grievance
41 arising out of or relating to the interpretation or application of the terms and/or
42 provisions of this agreement may be submitted to arbitration unless specifically
43 and expressly excluded within this article.
44

45 b. The arbitrator shall hold a hearing within twenty (20) working days of his
46 appointment. Ten (10) working days’ notice shall be given to both parties of the time and
47 place of the hearing. The arbitrator will issue his decision within twenty (20) days from the
48 date final written briefs have been submitted, or if revised by both parties, twenty (20) days
49 after the completion of the hearing.
50

- 1 c. The arbitrator’s decision will be in writing and will set forth his findings of fact, reasoning
2 and conclusions on the issues submitted to him. The decision of the arbitrator shall be
3 final and binding upon the Employer, the Association and the grievant(s).
4

5 **SECTION C - JURISDICTION OF ARBITRATOR**
6

- 7 1. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this
8 Agreement.
9 2. Upon request of either party, the merits of a grievance and the substantive and procedural
10 arbitrability issues arising in connection with that grievance shall be consolidated for
11 hearing before the arbitrator and in no event shall an arbitrator resolve the arbitrability of
12 a grievance without first having heard the merits of the grievance.
13
14 3. The arbitrator shall have no power to alter, add to, or subtract from the terms and/or
15 provisions of this Agreement.
16
17 4. Matters involving supplemental contracts, employee probation, discharge, evaluation,
18 non-renewal of employment, reduction-in-force, and non-renewal of provisional
19 employees are exempted and excluded from being arbitrable under this Article, unless
20 specifically provided for elsewhere in this Agreement.
21

22 **SECTION D - TIME LIMITS**
23

- 24 1. Time limits provided in this procedure may be extended by mutual
25 agreement when signed by the parties.
26 2. Failure on the part of the Employer at any step of this procedure to
27 communicate the
28 decision on a grievance within the specific time limit shall permit the Association
29 to lodge an appeal at the next step of this procedure.
30 3. Any grievance not advanced by the grievant from one step to the next within the
31 time limits of that step shall be deemed resolved by the employer’s answer at the
32 previous step.
33 4. In order to expedite grievance adjudication, the parties agree that any
34 Association grievance, class action grievances and grievances involving the
35 evaluation procedures will be lodged at Step Two of this procedure.
36

37 **SECTION E – REPRISALS**
38

39 No reprisal of any kind will be taken by the Employer against any employee because of his
40 participation in any grievance.
41

42 **SECTION F – COSTS**
43

44 The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses
45 shall be borne by the party incurring them.
46
47
48
49
50

1 **ARTICLE VIII - DURATION,**
2 **SEPARABILITY, AND ATTEST**
3
4

5 **SECTION A – DURATION**
6

7 This contract shall become effective on the date of final signing by the parties and shall
8 remain in effect until August 31, 2024.
9

10 **SECTION B – SEPARABILITY**
11

12 All wages, hours, terms and conditions of employment that are subject to negotiations
13 between the parties have been considered by the parties hereto and this Agreement is
14 the final, fully integrated Agreement between the parties. The Board through the
15 authorized representatives of the Board, shall be responsible for administering this
16 Agreement. The Employer agrees to notify the Association of any contemplated
17 changes to include new interpretations and/or applications of existing policies and/or
18 practices not covered by this Agreement that affect wages, hours, terms and conditions of
19 employment.
20

21 **SECTION C – FUNDING**
22

23 In the event of revenue reductions to the district, the parties will meet immediately to
24 address funding reductions upon request of either party. In the event the district receives
25 additional funding specifically for certificated employee compensation beyond the
26 inflationary adjustment, either party may request to reopen to discuss the impact of such
27 adjustment.
28

29 **SECTION D-SALARY COMPLIANCE**
30

31 No provision of this section shall be interpreted or applied so as to place the District in
32 breach of the salary limitations imposed by state law or subject the District to a state-
33 funding penalty. Should any state agency or court declare that the District is in breach of
34 salary limitations imposed by state law or subject the District to a state-funding penalty,
35 the parties shall reopen the agreement.
36

37 **SECTION E - RE-OPENERS**
38

39 Any and all parts of this contract can be re-opened for revision by mutual agreement of
40 the association and the district.
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46 **SECTION F-ATTEST**
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48 IN WITNESS WHEREOF, the parties have executed this Agreement the day and year
49 written below:

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For the association:

For the Board of Directors

President

President

Negotiator

Superintendent

Date

Date

Appendix A
Formal Statement of Grievance-(Step 1)

Type or Print

Grievant(s): _____

Date of formal Presentation _____

School: _____

School Phone _____

Immediate
Supervisor _____

Date Alleged
Violation Occurred: _____

I. Facts giving rise to the grievance:

II. Facts giving rise to the grievance:

III. Remedy (specific relief) requested:

Signature of Grievant

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Date

Signature of Association Representative

Distribution
Immediate Supervisor
Association Representative
Superintendent
Grievant(s)

Date

Signature of Immediate Supervisor

Date

APPENDIX A

DECISION OF IMMEDIATE SUPERVISOR (STEP ONE)
(To be completed by immediate supervisor within five (5)
business days after receipt of the grievance)

I. Grievant(s): _____ **Date of Formal**
School: _____ **Presentation:** _____

Decision of Immediate Supervisor and Reasons Therefore:

Date of
Decisions _____

Signature of Immediate Supervisor

II. Grievant's Response:
_____ I accept the above decision
_____ I hereby refer the above decision to Step Two of the Grievance Procedure.

Date of
Response: _____

Signature of Grievant

Signature of Association Representative

Distribution
Immediate Supervisor

1 Superintendent
2 Association Representative
3 Grievant(s)
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11 **APPENDIX A**
12 **DECISION OF IMMEDIATE SUPERVISOR (STEP TWO)**
13 **(To be completed by the Superintendent or Designee**
14 **within five (5) business days from the conclusions**
15 **of the Step Two grievance meeting)**
16

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19 **I. Grievant:** _____ **Date of**
20 **Grievance Meeting** _____

21 Decision of Superintendent or Designee and Reasons Therefore:
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30 Date of
31 Decisions: _____
32 _____
33 Signature of Superintendent
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37 **II. Grievant's Response (to be completed by grievant within five (5) business days of the**
38 **decision):**

39
40 _____I accept the decision by the Superintendent.
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42 _____I hereby appeal the decision to arbitration.
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45 Date of
46 Response: _____
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48 Signature of Grievant

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Signature of Association Representative

Distribution
Immediate Supervisor
Superintendent
Association Representative
Grievant(s)

Lesson Plan: Pre-Conference/Long-Term Planning Tool

1 **This form can be used for either long-term/all-day planning conversations or individual lessons. If using for**
 2 **long-term/all-day planning answer * questions to reflect as such.**

Name:	Grade Level:	Subject:	Date:
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Subject or Lesson Observed		
Topic		
Objectives* What are your learning outcomes for this lesson? What do you want the students to understand?	1c SC4	
Content Standards What important skills or concepts will students be able to demonstrate from this lesson as it relates to the curriculum and/or standards? How does this learning “fit” with the sequence of what you’ve learned for this particular class?	1a SC4	
Success Criteria What will the students be doing if they understand the material or content?	1f SC6	
Pre-Requisite Knowledge What will students need to know before this lesson is taught?	1a SC4	
Learning Activities* How will the students be engaged? What will you do and what will the students do?	1e SC4	
Grouping Will the students work individually or as a large group? Provide any worksheets or materials that the students will be using.	1e SC4	
Assessment How and when will you know whether the students have learned what you intend?	1f SC6	
Materials* How do you plan for the use of instructional materials or other resources?	1d SC4	
Differentiation* Briefly describe the students in this class, including those with special needs.	1b SC3	
Extension Does the student’s evidence of learning align with the objectives and/or the learning targets?	1f SC6	

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1 COMPREHENSIVE/FOCUSED TEACHER EVALUATION

2 GOALS SUMMARY and STUDENT GROWTH GOALS

Name:	School:	Date:
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Complete the following based on if you are comprehensive or focused:

Comprehensive

After reviewing my self-assessment and considering our building/district initiatives, I have selected the following components as my personal growth goals for the year. What are your goals for the components chosen and what strategies will be implemented to support your goals? What are important timelines?

<u>Component</u>	<u>Goal</u>	<u>Strategies</u>

Focused

After reviewing my self-assessment and considering our building/district initiatives, I have selected the following Criteria as my growth area for the year. What are your goals for the components chosen and what strategies will be implemented to support your goals? What are important timelines?

Criterion (circle one) : 1 2 3 4 5 6 7 8

<u>Component</u>	<u>Goal</u>	<u>Strategies</u>

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1 **COMPREHENSIVE/FOCUSED TEACHER EVALUATION**
 2 **GOALS SUMMARY and STUDENT GROWTH GOALS**

Student Growth Goals and Growth Measures

Teachers will establish three student growth goals aligned to the Student Growth Criteria (SG) 3, 6, and 8.

Comprehensive:

- All three Student Growth Criteria will be used in the summative evaluation.

Focused:

- Criterion 1, 2, 4, 5, or 7, the student growth rubrics for Criterion 3 or 6 will be used.
- Criterion 3, 6, or 8, the accompanying student growth rubrics will be used.

SG Criteria 8: Collaborative Goal

What data will your team review? What do you learn from it?			
What is the learning standard(s)/target(s) or problem your team is trying to solve?			
What are your action steps, plan or strategies?			
How will you measure student growth over time using multiple measures?		Proposed Date	Proposed Date
	Assessment:		
	Assessment:		
	Assessment:		
How will you know if you are successful?			
Based on information above, write your goal:			

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2 **COMPREHENSIVE/FOCUSED TEACHER EVALUATION**
3 **GOALS SUMMARY and STUDENT GROWTH GOALS**

SG Criteria 6: Whole Class Goal			
What data will you review? What did you learn from it?			
What is the learning standard(s)/target(s) or problem you are trying to solve?			
What are your action steps, plan or strategies?			
How will you measure student growth over time using multiple measures?		Proposed Date	Proposed Date
	Assessment		
	Assessment		
	Assessment		
How will you know if you are successful?			
Based on information above, write your goal:			

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**COMPREHENSIVE/FOCUSED TEACHER EVALUATION
GOALS SUMMARY and STUDENT GROWTH GOALS**

SG Criteria 3: Student Subgroup Goal			
What data will you review? What did you learn from it?			
After review of data, what subgroup has been identified?			
What is the learning standard(s)/target(s) or problem you are trying to solve?			
What are your action steps, plan or strategies?			
How will you measure student growth over time using multiple measures?		Proposed Date	Proposed Date
	Assessment		
	Assessment		
	Assessment		
How will you know if you are successful?			
Based on information above, write your goal:			

CLASSROOM OBSERVATION - POST-CONFERENCE TOOL

Teacher:	Date:	Grade Level:	Subject:
Objectives In general, how successful was the lesson? Did the students learn what you intended for them to learn?	4a		
Evidence How do you know? What evidence would support this? What samples of student work demonstrate students' level of understanding and engagement?(bring samples if applicable)	4a		
Classroom Structure Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning?	4a		
Instructional Delivery Comment on different aspects of your instructional delivery (e.g., activities, grouping of students, materials and resources). To what extent were they effective? Did you depart from your plan? If so, how and why?	4a		
Looking Ahead What might you do differently when you teach this lesson again? How are you documenting possible changes/improvements?	4a		
Maintaining Records What is your system for maintaining records?	4b		
Communicating with Families What methods do you use to communicate with families?	4c		
Professional Learning Community What are some examples of your contribution in professional inquiry including collaboration and participation in school/district events/projects?	4d		
Growing and Developing Professionally What are some examples of your development professionally within content and/or pedagogy?	4e		
Showing Professionalism What are positive contributions you have brought to our team? Consider honesty, integrity, team decision making, confidentiality, compliance with building/district initiatives, etc. that ensures the success of NMSD.	4f		

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1 **COMPREHENSIVE TEACHER EVALUATION – SUMMATIVE / STUDENT GROWTH SCORE**

Teacher	School
Evaluator	Grade Level(s)/Subject
Conference Dates	Summative Conference Date

Instructional Framework Components	Unsatisfactory1	Basic2	Proficient3	Distinguished4
1a Demonstrating Knowledge of Content and Pedagogy				
1b Demonstrating Knowledge of Students				
1c Setting Instructional Outcomes				
1d Demonstrating Knowledge of Resources				
1e Designing Coherent Instruction				
1f Designing Student Assessments				
2a Creating an Environment of Respect and Rapport				
2b Establishing a Culture for Learning				
2c Managing Classroom Procedures				
2d Managing Student Behavior				
2e Organizing Physical Space				
3a Communicating with Students				
3b Using Questioning and Discussion Techniques				
3c Engaging Students in Learning				
3d Using Assessment in Instruction				
3e Demonstrating Flexibility and Responsiveness				
4a Reflecting and Teaching				
4b Maintaining Accurate Records				
4c Communicating with Families				
4d Participating in a Professional Community				
4e Growing and Developing Professionally				
4f Showing Professionalism				

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- 1 **COMPREHENSIVE TEACHER EVALUATION – SUMMATIVE / STUDENT GROWTH SCORE**
- 2 **The principal will transfer the level of performance scores in each component from the 4 Domain Summative Rating form**
- 3 **onto the 8 Criteria Summative Rating Form.**

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.					

4

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.					

5

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.					

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9 NORTH MASON SCHOOL DISTRICT/DANIELSON FRAMEWORK

1 **COMPREHENSIVE TEACHER EVALUATION – SUMMATIVE / STUDENT GROWTH SCORE**

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					
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.					

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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.					

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11 NORTH MASON SCHOOL DISTRICT/DANIELSON FRAMEWORK

1 **COMPREHENSIVE TEACHER EVALUATION – SUMMATIVE STUDENT GROWTH SCORE**

Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
If 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.					

2

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.						

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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.					

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1 NORTH MASON SCHOOL DISTRICT

2 COMPREHENSIVE TEACHER EVALUATION – SUMMATIVE / STUDENT GROWTH SCORE

3 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.					

4

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.					

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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					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.					

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3 **COMPREHENSIVE TEACHER EVALUATION – SUMMATIVE / STUDENT GROWTH SCORE**

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

Teaching Criteria				Overall Criterion Scores
* Indicates Criterion embedded with student growth rubrics				
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

5

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.			
Student Growth Score			
Range	5-12 Low	13-17 Average	18-20 High

COMPREHENSIVE TEACHER EVALUATION-SUMMATIVE / STUDENT GROWTH SCORE

* 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	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			
		Low	Average	High	
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

Student Growth Inquiry: Yes No

Date: _____ **Evaluator** _____

Date: _____ **Employee** _____

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

**APPENDIX B
NORTH MASON SCHOOL DISTRICT**

CERTIFICATED SUPPORT PERSONNEL PERFORMANCE OBSERVATION FORM
--

Name of Employee: _____ Position: _____ School: _____

Observation Date: _____, 20____. Time started: _____ Time Ended: _____

Date of Conferences:

Pre-observations (if any): _____, 20____. Post –observation: _____, 20____.

Observations	Conclusions Drawn

Evaluator’s Signature: _____ Date: _____, 20____.

Employee’s signature indicates receipt of this observation report. Employee’s signature does not necessarily imply agreement with the contents of this observations report. The employee has the right of addendum. Such a statement may be attached within five (5) calendar days. Check here if attached (). Such addendum must bear the signature of the evaluator and date of receipt, indicating only that the evaluator has seen it.

Employee’s Signature: _____ Date: _____, 20____

ROUTING: White – Personnel Yellow – Working File Pink - Employee

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APPENDIX B
NORTH MASON SCHOOL DISTRICT

CERTIFICATED SUPPORT PERSONNEL PERFORMANCE EVALUATION

Name of Employee: _____ Position: _____

School: _____ Evaluation Period _____ to _____

	Meets	Does Not Meet
	Expectations	Expectations
	1	2

Professional Skills _____

Knowledge and Scholarship in special field _____

Specialized skills _____

Management of special and technical environment _____

Professionalism _____

Involvement in assisting student, parents & educational personnel _____

Management and General School Service _____

******EVALUATOR'S SUMMARY STATEMENT******

The Evaluator will make a summary statement regarding each employee's overall performance. Comments relating directly to evaluative criteria and/or observation records are required for all "Does Not Meet Expectations (2)" remarks.

I find this employee's performance to be: Satisfactory
 Unsatisfactory

Evaluator's Signature: _____ Date: _____, 20____.

Employee's signature indicates receipt of this observation report. Employee's signature does not necessarily imply agreement with the contents of this observations report. The employee has the right of addendum. Such a statement may be attached within five (5) calendar days. Check here if attached (). Such addendum must bear the signature of the evaluator and date of receipt, indicating only that the evaluator has seen it.

Employee's Signature: _____ Date: _____, 20____.

ROUTING: White – Personnel Yellow – Working File Pink - Employee

NORTH MASON SCHOOL DISTRICT

CERTIFICATED SUPPORT PERSONNEL
EMPLOYEE PERFORMANCE EVALUATION
ADDITIONAL COMMENT SHEET

Name of Employee: _____ Assignment: _____

Dept. or School: _____ Evaluation Period: _____ to _____

Additional Comments:

Evaluator's Signature: _____ Date: _____, 20____.

Employee's signature indicates receipt of this observation report. Employee's signature does not necessarily imply agreement with the contents of this observations report. The employee has the right of addendum. Such a statement may be attached within five (5) calendar days. Check here if attached (). Such addendum must bear the signature of the evaluator and date of receipt, indicating only that the evaluator has seen it.

Employee's Signature: _____ Date: _____, 20____.
ROUTING: White – Personnel Yellow – Working File Pink – Employee

APPENDIX B
NORTH MASON SCHOOL DISTRICT

**CERTIFICATED SUPPORT PERSONNEL
PROFESSIONAL GROWTH PROGRAM**

Planning Worksheet

Staff Member: _____ Assignment: _____ Year: _____

Supervisor: _____ Conference Dates: 1. _____
2. _____

3. Goal(s)/Activities

4. Outcome of Plans

5. Timeline(s), Procedures, Resources for Growth

6. Indicators of Growth/Summary of Progress

The employee will complete sections 1-3 above and bring it to the first meeting with the administrator. The administrator will retain the yellow copy of this form. Prior to the final meeting, the employee will complete section 4.

ROUTING: White – Personnel Yellow – Working File Pink – Employee

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**APPENDIX B
NORTH MASON SCHOOL DISTRICT**

**CERTIFICATED SUPPORT PERSONNEL
PROFESSIONAL GROWTH PROGRAM**

Short Form Verification

To be used with employees in the first and second years of the Professional Growth Program cycle.

Name: _____ School: _____

Year: _____ Assignment: _____
_____.

Has demonstrated successful teaching performance and has met statutory requirements.

The next evaluation cycle will be on the _____ form.

Rationale if cycle change:

Staff Member: _____ Date: _____

Supervisor: _____ Date: _____

Routing: White - Personnel Yellow - Working File Pink - Employee

2022-23

STEP	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
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BA

5.50%	Base Salary (183 days)	55,373.72	56,475.45	57,577.18	59,229.78	60,330.41	61,432.14	61,432.14	61,432.14	61,432.14	61,432.14	61,432.14	61,432.14	61,432.14	61,432.14	61,432.14	61,432.14
1.10%	Prof Learning Stipend	577.36	588.84	600.33	617.56	629.04	640.52	640.52	640.52	640.52	640.52	640.52	640.52	640.52	640.52	640.52	640.52
Curr Rate	Building Day	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74
	Total	56,256.82	57,370.03	58,483.25	60,153.08	61,265.19	62,378.40	62,378.40	62,378.40	62,378.40	62,378.40	62,378.40	62,378.40	62,378.40	62,378.40	62,378.40	62,378.40

BA+ 45

	Base Salary (183 days)	63,634.50	64,736.22	68,591.18	70,243.79	71,345.51	72,446.14	74,098.74	75,200.47	75,200.47	75,200.47	75,200.47	75,200.47	75,200.47	75,200.47	75,200.47	75,200.47
	Prof Learning Stipend	663.49	674.97	715.17	732.40	743.89	755.36	772.59	784.08	784.08	784.08	784.08	784.08	784.08	784.08	784.08	784.08
	Building Day	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74
	Total	305.78	65,716.93	69,612.09	71,281.93	72,395.14	73,507.24	75,177.07	76,290.29	76,290.29	76,290.29	76,290.29	76,290.29	76,290.29	76,290.29	76,290.29	76,290.29

MA/BA+ 90

	Base Salary (183 days)	70,794.65	72,997.01	74,098.74	75,750.23	76,851.96	77,953.70	79,606.29	80,706.92	81,808.66	81,808.66	81,808.66	81,808.66	81,808.66	81,808.66	81,808.66	81,808.66
	Prof Learning Stipend	738.14	761.11	772.59	789.81	801.30	812.79	830.02	841.49	852.98	852.98	852.98	852.98	852.98	852.98	852.98	852.98
	Building Day	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74
	Total	71,838.53	74,063.86	75,177.07	76,845.78	77,959.00	79,072.23	80,742.05	81,854.15	82,967.38	82,967.38	82,967.38	82,967.38	82,967.38	82,967.38	82,967.38	82,967.38

MA+ 45/BA +135

	Base Salary (183 days)	77,402.83	78,504.57	79,606.29	81,257.79	82,359.51	83,461.25	85,112.74	86,214.47	87,316.21	88,967.70	90,069.43	91,171.16	91,171.16	91,171.16	91,171.16	91,171.16
	Prof Learning Stipend	807.04	818.53	830.02	847.24	858.72	870.21	887.43	898.92	910.41	927.63	939.11	950.60	950.60	950.60	950.60	950.60
	Building Day	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74
	Total	78,515.61	79,628.84	80,742.05	82,410.77	83,523.97	84,637.20	86,305.91	87,419.13	88,532.36	90,201.07	91,314.28	92,427.50	92,427.50	92,427.50	92,427.50	92,427.50

MA+90/BA+180

	Base Salary (183 days)	82,617.77	83,719.50	84,787.99	86,472.73	87,574.46	88,676.19	90,327.69	92,537.80	94,747.91	97,508.89	100,826.29	102,185.17	103,837.76	104,938.39	106,040.12	108,409.54
	Prof Learning Stipend	861.42	872.90	884.05	901.61	913.10	924.59	941.81	964.85	987.89	1,016.68	1,051.27	1,065.44	1,082.67	1,094.14	1,105.63	1,130.34
	Building Day	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74	305.74
	Total	83,784.93	84,898.14	85,977.78	87,680.08	88,793.30	89,906.52	91,575.24	93,808.39	96,041.54	98,831.31	102,183.30	103,556.35	105,226.17	106,338.27	107,451.49	109,845.62

* See Article 6, Section E.

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APPENDIX C
Stipend Salary Schedule

Base Pay BA 0	\$47,500				
NMHS	Multiplier (as a percentage of BasePay BA 0)	Stipend Amount	HMS	Multiplier (as a percentage of Base Pay BA 0)	Stipend Amount
Leadership/ASB Advisor	8	\$ 3,800.00	ASB Advisor	3	\$ 1,425.00
Class Advisor	1.5	\$ 712.50	Club Advisor	1.5	\$ 712.50
Philosophy,Anime,Ceramics, Art, GSA, Girls who code, Drama,Interact	1.5	\$ 712.50	Music Director	8	\$ 3,800.00
Club Advisor	1.5	\$ 712.50	WEB*	3	\$ 1,425.00
Knowledge Bowl	2.5	\$ 1,187.50	Yearbook Advisor	3	\$ 1,425.00
Newspaper	3	\$ 1,425.00	TSA	3	\$ 1,425.00
Yearbook	3	\$ 1,425.00	*If more than one staff holds this position the stipend must be split or it needs to be taken from the building stipend allocation.		
			Elementary Stipend(s)		
Drama			Music Director	4	\$ 1,900.00
Play Producer/Director	5	\$ 2375.00	Marimba, Drama, Choir, Envision Science	1.5	\$ 712.50
Musical Producer	7	3250.00	Additional Stipends		
			Leadership Stipendsper Staff Member *	2	\$ 950.00
Musical Orchestra	3	\$ 1,425.00			

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Music			*Leadership Stipends are capped at \$9,500per building and may not exceed \$950 per staff member. Any exception needs written approval by the Superintendent or designee.	
Instrumental Jazz	5	\$ 2375.00		
Marching/Pep	9	\$ 4,275.00	Additional Stipend Amount Available Per Building for the formation of 2 additional clubs during the school year.	
Vocal	2	\$ 950.00	BE	\$ 1500.00
Vocational CTE			SHE	\$ 1500.00
			HMS	\$ 1500.00
TSA	4	\$ 1,900.00	NMHS	\$ 1500.00
			JAT	\$ 1500.00
FFA	4	\$ 1,900.00		
DECA	4	\$ 1,900.00		
SkillsUSA	4	\$ 1,900.00		

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APPENDIX D
North Mason School District – Certificated Staff

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UNUSED PERSONAL LEAVE CASH-OUT

(Personal days may be cashed out at current substitute rate. Payment will be made on July paycheck.) I have verified through Employee Access I have more than two days of accumulated and unused personal leave and would like to cash out ____personal days.

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Employee signature	Date	Supervisor signature	Date
Employee signature	Date	Supervisor signature	Date

Original form to Payroll **Form must be completed and signed in ink.** *Employee keep copy.*

1 **APPENDIX E**

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3 **Just Causes and Weingarten Rights**

4 These seven (7) key tests are as follows:

- 5
- 6 • Notice: Did the Employer give to the Employee forewarning or foreknowledge of the possible or
7 probable consequences of the Employee's conduct?
 - 8 • Reasonable Rule or Order: Was the Employer's rule or managerial order reasonably related to (a)
9 the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that
10 the Employer might properly expect of the Employee?
 - 11 • Investigation: Did the Employer, before administering the discipline to an Employee, make an
12 effort to discover whether the Employee did, in fact, violate or disobey a rule or order of
13 management?
 - 14 • Fair investigation: Was the Employer's investigation conducted fairly and objectively?
 - 15 • Proof: At the investigation, did the "judge" obtain substantial evidence or proof that the Employee
16 was guilty as charged?
 - 17 • Equal Treatment: Has the Employer applied its rules, orders and penalties even-handedly and
18 without discrimination to all employees?
 - 19 • Penalty: Was the degree of discipline administered by the Employer in a particular case
20 reasonably related to (a) the seriousness of the Employee's proven offense, and (b) the record of
21 the Employee in his service with the Employer?

22 Even though arbitrators have described these seven (7) tests as embodying the common law of arbitration,
23 they are not applied mechanically without regard to the workplace setting and circumstances in which
24 they are applied. It is, however, safe to state that the most paramount test is that of adequate proof by the
25 Employer, since if an infraction has not been proved, then any penalty is unjust.
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Just Cause -The Seven Tests

1. Was the employee adequately warned of the consequences of his conduct?

The warning may be given orally or in printed form. An exception may be made for certain conduct, such as insubordination, coming to work drunk, drinking on the job, or stealing employer property, that is so serious that the employee is expected to know it will be punishable.

Example: If an employee is told to stop using vulgar language and told that if he continues he will be disciplined, that may be adequate warning. However, if a boss comes up to an employee and says "I'm tired of your swearing, cut it out", and then the next day fires the employee for swearing again, that may not be adequate warning.

2. Was the employer's rule or order reasonably related to efficient and safe operations?

Example: A boss makes a rule that all employees must wear red tee shirts and they must be tucked in so they don't get caught in machinery. An employee is fired for wearing a blue tee shirt that was tucked in. Making a rule that tee shirts must be tucked in so they won't get caught in machinery may be reasonable and related to safety, but demanding the tee shirt be blue isn't related to safety or efficiency.

3. Did management investigate before administering the discipline?

The investigation normally should be made before the decision to discipline is made. Where immediate action is required, however, the best course is to suspend the employee pending investigation with the understanding that he will be restored to his job and paid for time lost if he is found not guilty.

Example: The boss fires a worker for stealing and then demands evidence from the union that the worker isn't guilty. At the grievance meeting the boss admits he never investigated the incident, just took another employee's word. This probably wouldn't hold up. If the union has facts to prove the employee's innocence they should be presented to the boss, even though he failed to properly investigate the case.

4. Was the investigation fair and objective?

Example: If an incident happened does the employer interview everyone present or only management people who were present. If the employer refuses to interview non-management workers then the investigation may not be fair.

5. Did the investigation produce substantial evidence or proof of guilt?

It is not required that the evidence be preponderant, conclusive, or "beyond reasonable doubt," except where the alleged misconduct is of such a criminal or reprehensible nature as to stigmatize the employee and seriously impair his chances for future employment.

Example: Here it is obvious that workers have less rights inside the workplace than they would have in civil court, still the boss must have real evidence, not guesses. Again the boss cannot just try to make a worker prove his or her innocence, without presenting proof of guilt.

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6. Were the rules, orders, and penalties applied evenhandedly and without discrimination?

If enforcement has been lax in the past, management cannot suddenly reverse its course and begin to crack down without first warning employees of its intent.

Example: This is the most common form of discrimination. An employer decides to suspend Mary for taking too long at lunch, but lets the employees who eat lunch with a supervisor take extra time every day. This would not hold up. However, if the employer tells everyone that starting on Monday employees will be disciplined for taking too long at lunch and on Tuesday Mary comes back late and everyone else has been on time, she may be disciplined.

7. Was the penalty reasonably related to the seriousness of the offense and the past record?

If employee A's past record is significantly better than that of employee B, the employer properly may give employee A lighter punishment than employee B for the same offense.

Example: The classic example is two employees get in an argument and shove each other. One has 25 years service with a clean record. The other has 3 years service with lots of warnings and discipline. Based upon the workers seniority and records, the employer may give the older worker less punishment than the other worker.