

COLLECTIVE BARGAINING AGREEMENT

between the

NINE MILE EDUCATION ASSOCIATION

and the

NINE MILE FALLS SCHOOL DISTRICT NO. 325



September 1, 2021 - August 31, 2023

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INTRODUCTION

The Nine Mile Education Association and the Nine Mile Falls School District Board of Directors are committed to ensuring a quality educational program for all students. We believe that through a team building approach characterized by shared decision making, a commitment to open, on-going communication and a sense of ownership, an environment of trust will result. In partnership with parents, students, and other staff members our team focus will be student learning.

PREAMBLE

Pursuant to the conditions set forth in the Education Employment Relations Act, RCW Chapter 41.59, this working Agreement is made and entered into by and between the Nine Mile Falls School District No. 325-179 and the Nine Mile Education Association.

Whereas the District and the Association recognize the mutual obligation to bargain in good faith to effectuate the provisions of applicable state laws, now, therefore, it is hereby agreed as follows:

ARTICLE I - ADMINISTRATION AND GENERAL

Section 1 - Definition of Terms

- A. District: The Nine Mile Falls School District No. 325-179, Spokane County, Washington State, or its agents.
- B. Board: The Board of Directors of the Nine Mile Falls School District.
- C. Association or NMEA: The Nine Mile Falls Education Association, which is affiliated with the Washington Education Association, the National Education Association, and the WEA-Eastern Washington UniServ Council.
- D. Parties: The District and the Association.
- E. Agreement: This collective bargaining agreement, which shall be signed by the parties.
- F. Employee or Teacher: Any member of the bargaining unit as set out in this Agreement.
- G. Day: An employee workday unless specified otherwise in this Agreement.
- H. Superintendent: The chief administrative officer of the District or his/her designee.
- I. President: The President of the Association or his/her designee.
- J. Contract: The individual employee's contract issued and signed by each employee.
- K. Supplemental contract: That contract issued and signed by each employee for special assignments and/or responsibilities and shall be in accordance with current statutory provisions.
- L. Seniority: The length of certificated service within the state of Washington. Less than full year working experience shall be computed as the actual number of days employed by a district(s) as a full-time employee or as a substitute.
- M. RCW: The Revised Code of Washington.
- N. WAC: The Washington Administrative Code.
- O. OSPI: The Office of the Superintendent of Public Instruction

P. PERC: The Washington State Public Employee Relations Commission.

Section 2 - Recognition

- A. The District recognizes the Association as the exclusive negotiating representative for all non-supervisory regular, part-time, and full-time certificated employees including long-term substitutes. Employees not subject to the terms and conditions of this agreement include Superintendent, Business Director, Program Directors, Principals, Vice-Principals, and other exclusions as provided for in RCW 41.59.020. (2012)
- B. Long-term substitutes:
Long-term substitutes are employees who work more than twenty (20) consecutive days in the same assignment. Long-term substitutes shall be placed on the appropriate step of the salary schedule on the twenty-first (21st) day of the assignment retroactive to the first day of the assignment. A long-term substitute, as part of the bargaining unit, has all the rights and benefits of this Agreement, except for the following: Layoff and Recall, Assignment, Transfers and Vacancies, Other Leaves, and Employee Work Year. (2012)

Section 3 - Conformity to Law

- A. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby, shall be found contrary to law or Washington Administrative Codes by any tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.
- B. The terms of this Agreement shall be superseded by all federal and state laws and local ordinances incompatible with such terms.

Section 4 - Distribution of Working Agreement

- A. Following ratification and signing of this Agreement, the District shall make available on the District website, within thirty (30) days, a copy of the Agreement. The Association shall prepare the proof copy to the District. The District will provide hard copies of this agreement to all NMEA officers and new hires. NMEA Officers will distribute and review the agreement with new hires. (2018)
- B. All employees shall be made aware of the availability of the Agreement on the district website. (2017)

Section 5 - Status of Agreement

- A. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- B. Existing rules, regulations, policies, resolutions, or practices of the District which are not in conflict with this Agreement shall remain in full force and effect.

Section 6 - Labor/Management Meetings

It is mutually agreed that a committee from the Association and a committee from the District management will conduct regular labor/management meetings for the purpose of resolving problems that may arise and to promote the general climate of labor/management relations. Prior to the first day of school, the Superintendent and NMEA President will calendar the meetings. The first meeting will be scheduled in October, after which meetings will be scheduled for every other month, or more frequently, as requested by either party during the school term. An agenda will be mutually created between the parties. (2012)

Section 7 - District Rights

The parties agree that the District retains all customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the District or any part of it. The exercise of the foregoing rights, authority, duties, and responsibilities by the Board shall be limited only by the specific and express terms of this Agreement and the laws of Washington State.

Section 8 - Association Rights

- A. For the purpose of carrying out the terms of this Agreement, Association representatives shall have access to district buildings and individual employees not involved in classroom instruction or other pupil-contact activities during official school hours, provided that such representatives shall first check in at the office. Such access shall not in any way interfere with or interrupt normal school operation.
- B. The District will make available to the Association a roster of all certificated instructional staff by September 15 and inform the Association within two (2) days of hire, in writing, of any addition with hire date, or deletions of employees covered by this agreement. After September 15, the District shall provide the Association a roster of all employees on a monthly basis by the 15th of each month. The Association shall be able to meet with new employees at the new employee orientation OR within thirty (30) days of their hire date for a minimum of sixty (60) minutes during regular work hours. (2018)

Section 9 - Employee Rights

- A. In accordance with RCW 41.59, employees shall have the right to self-organization; to form, join, or assist employee organizations; to bargain collectively through representatives of their own choosing; and shall also have the right to refrain from any and all such activities.
- B. The private life of an employee is not an appropriate concern of the District unless actions or behavior in the employee's private life diminishes the effectiveness of the teacher.
- C. No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis, by means of which a person shall be able to listen or record the procedures in any class, without the employee's prior knowledge. (2012)

Section 10 - Nondiscrimination

- A. There shall be no discrimination by either the District or the Association with respect to the employment of any person because of such person's age; gender; sexual orientation including gender expression, or genetic identification; marital status; race; creed; color; national origin; religion; honorably discharged veteran or military status; use of trained dog guide or service animal by a person with a disability; or the presence of any sensory, mental, or physical disability except as required in accordance with this agreement or otherwise provided by law. (2012)
- B. Neither the Association nor its bargaining unit members shall discriminate against or harass any member of the Board of Directors, confidential or supervisory employees, or any member of the District administration by reason of any action taken in the performance of their official duties. (2012)
- C. The District and the Association agree that both bear respective responsibility for compliance with this Section.

ARTICLE II - BUSINESS

Section 1 - Association

- A. Certificated, non-supervisory employees will be offered membership in the Nine Mile Education Association (by Association membership) and its affiliate. The Employer shall deduct from the salary payments to members of the bargaining unit the dues required for membership in the Association. (2018)
- B. The Association agrees to defend, indemnify, and hold the District harmless against any and all claims, demands, suits, orders, and judgments brought or issued against the District as a result of actions taken or not taken by the District in implementing the provisions of this Section. The Association agrees to refund to the District any amounts paid in error under the terms of this Section.

Section 2 - Dues Deductions

- A. Employees shall have automatic payroll deduction of regular membership dues. In the event an employee's employment is terminated, deductions shall cease upon such termination. The Association agrees to refund to the District any amounts paid in error under the terms of this Section. (2012)
- B. Amounts of annual local dues deductions shall be transmitted by the Association to the District Business Office by June 15 of each year for the following year. (2011)
- C. Dues deductions for employees beginning work after the commencement of the school term shall be prorated on the basis of the total amount for each month of employment. (2011)
- D. Employees who wish to revoke the Dues Deduction Authorization may do so only upon written notice to the Washington Education Association. (2018)

Section 3 - Payroll Deductions

Upon receipt from the employee of appropriate written authorization forms signed by the employee, the District is hereby authorized to deduct from the salary of the employee those items for which the District, through this Agreement, is authorized to make deductions; provided, however, that the District has the capability to handle the requested deduction without additional effort and expense to the District. Approved deductions are on file at the District Office.

Section 4 - Use of District Facilities

- A. The Association and its representatives shall be granted the privilege of using district buildings for meetings at such times that will not interfere with the normal operation of the business of the District and which will entail no additional cost for building maintenance or custodial care.
- B. If a rental charge is established, the Association shall pay on the same basis as any other community group.
- C. The Association shall be granted the privilege of using the business equipment, including technology equipment, copy machines, calculators and audiovisual equipment of the District at reasonable times when such equipment is not otherwise in use. Said machines shall be used only in the building in which they are normally housed. The Association shall furnish at its own expense or shall keep a record of and shall remit to the District the value of, all paper and supplies related to such use and shall be held responsible for any damage or maintenance charges attributable to their use of such equipment.
- D. The Association shall be granted the privilege of using district telephones for toll calls for Association business. The Association shall be billed and shall pay for all such charges.
- E. The Association shall be granted the privilege, consistent with state law, to post notices of activities and matters of Association concern on the bulletin boards provided in each building that are specifically designated by the District for that purpose. The material posted shall not contain personal references or material of a libelous nature which would incite teachers or students against the community, teachers, the Board, or the administration.
- F. The Association shall be granted the privilege of using the in-district mail service, consistent with state law, and employee mailboxes for communication purposes so long as such communications are labeled as Association material and contain the name of the authorizing official; and providing that material is not detrimental or defaming to any individual or group.

Section 5 - Access to Public Information

- A. The District shall provide upon request, to the Association all electronic and/or printed copies of documents concerning the budget of the District. If printed materials are provided, one (1) copy shall be granted without cost. Cost of multiple copies, if available, may be charged to the Association, provided such costs shall not exceed those charged the public at large. The Association shall make written requests, reasonably in advance of the need of these items. All such requests shall be made by the president of the Association or his/her official written designee. The District shall fill all such requests within a reasonable amount of time as per the Public Records Act, RCW 42.56. (2012)

B. Public documents for request may include, but are not limited to:

1. F-195 Budget for Fiscal Year;
2. F-196 Annual Financial Statements;
3. F-203 Assumptions for Budget (included in F-195);
4. Board public meeting agendas; and
5. Board minutes.

(Items 1 and 2 are available on the OSPI website at <http://www.k12.wa.us/policy-funding/school-apportionment/safs-report-api>. Items 4 and 5 are available on the district website at <https://www.9mile.org/domain/9>.)

Section 6 - Individual Contracts

A. Each employee shall be issued an individual employment contract which shall be subject to and consistent with Washington State laws and this Agreement. Contracts shall be signed by the employee and returned within fifteen (15) calendar days from the date issued. (2012)

Should the District issue contracts prior to or during negotiations, such contracts shall be based on the salary schedule currently in effect, together with the inclusion of a rider specifying the District will enter into negotiations or has entered into negotiations. Said rider will specify that individual contracts will be adjusted in conformity with the Agreement reached.

B. Release from Contract:

Employees shall be released from contract if a letter requesting release is received in the superintendent's office by July 15. After July 15 each request shall be determined on its own merits. The needs of the District, the availability of an adequate and timely replacement, and continuity of the educational program offered to students shall receive primary consideration in the board's decision.

A release from contract will be granted by the board in case of illness or other personal matters which make it a substantial hardship for the staff member to continue his/her employment in the District.

Section 7 - Retirement Notification

Any employee submitting an early letter of retirement to the school board by February 15th shall receive a one-time \$500 incentive payment. This payment will be provided in the April paycheck. (2014)

ARTICLE III - PERSONNEL

Section 1 - Reduction in Force and Recall Procedures

A. Definitions:

1. Financial Emergency: A loss of local school levy, decrease in school enrollment, or other serious revenue loss which necessitates reduction of programs and corresponding reduction in staff, requiring the Board to adopt a modified program of educational services to be provided for the ensuing school year.
2. Reduction in Force (RIF): Refers to action by the Board reducing the number of teachers in the District due to economic or reorganizational reasons only; it does not refer to decisions to discharge or non-renew an individual teacher for cause.
3. Qualifications: Employees shall hold valid certification from the state of Washington, along with twenty-four (24) quarter hours in the area of the position(s) opened and/or endorsement for those receiving their certificate after August 31, 1987, and other qualifications required for the position being filled.
4. Indeterminate Leave: A voluntary leave of absence granted to employees during a reduction in force.

B. Procedure

In the event the board determines a financial condition or enrollment decline which necessitates a reduction of programs and corresponding reduction in staff, the Board shall adopt a modified program of educational services to be provided for the ensuing school year. (2012)

C. Preparation

The manner of selection of certificated personnel that is required to implement the modified educational programs and services shall be as follows:

1. The administration shall prepare and distribute a seniority list of all employees by February 1, listing their total years of qualified experience in Washington State. This list will be prepared annually and will be shared by the District to the Association to allow for possible corrections before March. (2012)

2. Upon knowledge a RIF is imminent an effort to eliminate the necessity of involuntary termination will be made. The District shall determine the number of certificated positions which will be open for the following school year by reason of normal attrition such as voluntary retirement, normal certificated personnel resignation and/or voluntary leave of absence without pay. This shall be done before the implementation of the reduction in force. Employees granted a voluntary leave of absence shall have the option to be placed on indeterminate leave status.
3. Employees granted indeterminate leave will retain accrued sick leave benefits and the right to pay one hundred (100) percent of the insurance premiums through COBRA as part of the group medical plan, subject to the approval of the carrier. The length of this leave shall be for one (1) year and may be renewed upon request of the employee and the approval of the Board of Directors. Employees returning from such leave will be entitled to all rights and privileges as if they had not been on leave. (2011)
4. The district will meet with the Association Executive Board to share a list of teachers who are under consideration for non-renewal, in a timely manner.

D. Assignment

1. The Administration shall then assign employees based upon the employee's seniority. Employees shall be retained according to qualifications.
2. Each certificated employee will be evaluated for retention in any category or specialty in which he/she is qualified, without loss of seniority regardless of whether the employee was employed in such a position at the time the reduced or modified educational program was adopted.
3. Where there is no available senior employee with valid certification and qualifications to fill an assignment, the next senior employee on the list with valid certification and qualifications shall be assigned to the position.
4. Where, as a result of assignment, there are two (2) employees with identical seniority, certification, and qualifications as defined herein, the process for determining which employee shall receive the assignment shall be the following:
 - a. Seniority within the District as of the teacher's first working day.
 - b. The Superintendent will direct a "casting of lots."
5. After assignment has been made, the District shall then list, in order of seniority and including the above tiebreakers, the employees remaining for which there is no position

to which they could be assigned. By May 15, these employees shall be issued a notice of Probable Cause of Nonrenewal in accordance with state law.

E. Reduction in Force and Recall

1. The non-renewed employees shall be placed within an employment pool for reemployment for any position(s) which become available and for which they qualify until all employees in the pool have been rehired. Reemployment from the employment pool will be based on seniority, provided certification and qualifications apply.
2. Those employees recalled who possess the appropriate Washington State Certificate but are placed in a position outside of their endorsed area shall agree to complete state endorsement requirements for that position pursuant to WAC 181.82.105 (8) and WAC 181.82.110. (2012)
3. When a vacancy occurs for which any person in the employment pool qualifies, notification from the Superintendent to such individual will be certified or registered mail. It shall be the obligation of the individual in the employment pool to keep the Superintendent's office notified as to where they can be reached. If an employee does not fulfill this obligation or has not responded within a period of five (5) days after the first job offer is received, the District is under no obligation to retain that employee in the employment pool.
4. If this senior employee is not available or does not desire reemployment to the position, then the next most senior qualified employee shall be offered the position. He/she must accept an offered position within five (5) days of receiving the offer as noted above.
5. A RIF'd employee shall be considered to have employment status with the District until he/she submits a written resignation from the employment pool or has rejected an employment offer. (2012)
6. The district will notify the Association which teachers have been non-renewed, and which have been recalled, within 24 hours of notice to the affected employee.

F. Reduction in Force Benefits

1. All positions of substitutes shall be offered to teachers in the pool. (2012)
2. Employees in the employment pool shall have the right to pay one hundred (100) percent of the insurance premiums through COBRA, subject to the approval of the carrier. (2011)

3. All benefits to which an employee was entitled at the time of RIF, including unused accumulated sick leave, will be restored to the employee upon return to active employment. The employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education. (2012)

Section 2 - Disciplinary Action

- A. No certificated employee shall be reprimanded or disciplined without just cause. Any such reprimand or discipline shall be subject to the grievance procedure hereinafter set forth, provided, however, that in cases of nonrenewal, discharge, or actions which adversely affect the employee's contract status, the employee shall select the statutory procedures or the grievance procedure. In the event the employee serves notice to the Board that he/she is appealing the Board's decision according to the statutory provisions, then and in that event, such cases shall be specifically exempted from the grievance procedure. (2012)
- B. When an allegation is made against an employee, the District shall conduct a preliminary investigation and inform the employee that an allegation has been made. The employee has a right to a meeting regarding the allegation(s). The employee shall be informed that they have the right to have present a representative of the Association of their choosing during any meeting which might reasonably be expected to lead to disciplinary action. It will be the obligation of the employee to obtain such representation. If refusing representation, the employee shall sign a waiver attesting to that action. (2012)
- C. The District shall:
 1. Determine whether the alleged misconduct is related to: (a) the orderly, efficient and safe operation of the District; (b) the performance behavior that the District reasonably expects of an employee; and/or (c) the Washington Code of Professional Conduct. Notice shall only be required when the employee would not normally, as part of his/her profession; understand that the type of conduct is the type of conduct that might lead to discipline or dismissal. Employees are expected to act ethically and understand the rules of being a professional.
 2. Make an effort to discover whether the employee did, in fact, actually engage in misconduct.
 3. Conduct an investigation that is fair and objective.
 4. Apply its rules, orders and penalties evenhandedly and without discrimination to any employees.

5. Be sure the degree of discipline administered by the District shall be reasonably related to: (a) the seriousness of the employee's proven offense, and (b) in appropriate circumstances, the District may consider other relevant conduct of the employee.
 6. Be sure that any disciplinary action shall be in accordance with the principles of progressive discipline. Progressive discipline may include: verbal warning, written warning, written reprimand, suspension, termination. The District may also by-pass any or all steps of progressive discipline if the severity of the employee's action(s) so warrant.
- D. Any formal discipline record above a verbal warning shall be placed in the employee's personnel file, including the reason for such action. Discipline placed in the employee's building file may only be kept there for one year from the date of placement.
- E. Any derogatory material found in the employee's file may be removed under the following conditions:
1. Any material may be removed at any time with the mutual agreement of the involved staff member and the superintendent or his/her designee.
 2. Unless the material involved falls under #3 below it shall be removed no later than thirty-six (36) months after the placement of the materials in the file.
 3. If the material represents disciplinary action or investigatory information regarding charges of moral turpitude it shall remain in the employee's file until or unless removed under #1 above. (2005)
- F. Adverse Contract Actions - The District shall have the authority to take action for cause against employees in matters that adversely affect the employee's contract status.

Section 3 - Academic Freedom

- A. The parties agree that the Board of Directors, under Washington State law, has final authority and responsibility in connection with the development and adoption of courses of study and lists of instructional materials. The parties adhere to the principle of the employee's freedom to think and express ideas and concepts on issues, including controversial issues, when such are germane to the district's instructional program, and when related to subject matter in a given grade level. This freedom also includes the right of teachers to utilize supplemental materials. Such freedom shall only be restricted to the extent that it impinges on or conflicts with the basic responsibility of the employee to follow and utilize the district-approved course of study. Employees will use professional judgment in determining the appropriateness of the issues presented, taking into consideration the maturity level of

students and with full cognizance that the district schools are not the appropriate forum for personal causes or points of view held by an employee.

- B. Questionable matters and materials shall be referred to the principal in advance of presentation for decision by the principal on their uses.

Section 4 - Personnel File

- A. Employees shall have the right to inspect all contents of their official personnel file. The personnel file shall be examined under the direct supervision of the Superintendent or his/her designee in the District Office at a mutually agreeable time during normal business hours. At the employee's request, another person may be present.
- B. Under no circumstances shall the personnel file or any of its contents be removed from the District Office. Employees viewing their personnel file shall sign and date the file folder after each viewing. After viewing their file, employees may develop a list of the contents and such list may be signed and dated by the employee and the Superintendent or his/her designee verifying the contents of the file on such date.
- C. No written evaluation or correspondence making derogatory reference to an employee's competence or character shall be placed in the official personnel file without the employee's knowledge and opportunity to attach his/her comments. Employees shall receive a copy of all items within one (1) calendar week of placement in the personnel file. Nothing in the file may be removed, changed, or destroyed by the employee.
- D. The administrators may maintain anecdotal records in order to aid them in the evaluation and administration of employees and recommendations regarding their employment.
- E. The official personnel file shall be available for review only to the school board members, District administrators and/or their designee(s), and to the employee or his/her written designee. One (1) copy of material contained in an employee's personnel file may, upon reasonable written request, be made available to the employee at his/her own expense; provided, however, that the District shall not be required to release confidential references.

Section 5 - Assignment and Transfer

- A. Definitions:
 - 1. Assignment: An employee's placement to a position within the bargaining unit. A position shall include the grade level and/or subject taught, or specialty (e.g. special education) and the building(s) where the employee is stationed.

2. Transfer: Is defined as a change of assignment.
 - a. Voluntary - A transfer mutually agreed upon between the employee and the District.
 - b. Involuntary - A transfer not mutually agreed upon between the employee and the District. (2009)
3. Vacancy: is defined as any vacated or newly created position after in-building, followed by in-district transfers have occurred.

B. Vacancies:

1. During the school year, vacancies shall be posted at each site and on the district website for five (5) District business days. During non-school time, vacancies will be posted on the district website for five (5) District business days. A copy of each posting shall be provided to the Association President. If mutually agreed upon by Association Leadership and the District, vacancies may be posted both in-district and out of district at the same time. (2017)
2. Vacancy postings will state the qualifications, the application procedure, and the deadline for applying.
3. The District shall attempt to fill full-time open and/or new positions with their present full-time teachers before out-of-district hiring can occur.
 - a. Building administrators, when and where appropriate, will reassign in-building staff to equivalent open positions within the building prior to announcing any opening less than a 1.0 FTE.
 - b. When there is an open position of 1.0 FTE it will first be announced via email within a building. Those in-building continuing contract employees whose contract is equivalent in FTE to the open position shall have the opportunity to express their interest in writing to the site administrator.
 - c. An employee is eligible to request in-building reassignment if he/she possesses the necessary certification for the position.
 - d. In the event the interview team determines the qualifications of two in-building candidates are equal, the employee with the most District seniority will be granted the reassignment. If the applicants have equal District seniority, the reassignment will be granted to the person with the greatest Washington state Seniority.

4. If an in-building vacancy is not filled with an in-building candidate as described above, the job shall be posted. Qualified in-district applicants applying for the same FTE status shall be interviewed before out-of-district applicants are screened or made available to the hiring administrator. (2012)
5. Interview teams will be comprised of an Association member and others selected by the hiring administrator. Teams will review appropriate interview procedures.
6. In the event the interview team determines the qualifications of two in-district candidates are equal, the employee with the most in-district, followed by in-state seniority shall receive the position.
7. The District shall have the right to assign substitutes or otherwise fill open and new positions that occur during the school year.

C. Assignments and Transfers (2009)

The District recognizes that the assignment and transfer of an employee directly affects the employee's satisfaction and effectiveness in the workplace. The assignment and transfer of employees shall be subject to the following:

1. When determining assignment and transfer, the District shall give consideration to the employee's personal preference and qualifications in the areas of training and experience.
2. Employees with a desire to change their assignment or transfer into a new position for the following year may submit a letter by February 15, (of the current year) which shall be kept on file by the District for one (1) year. The request for the new assignment shall be considered by the supervisor in making assignments in the following year prior to implementing any involuntary transfers.
3. Certificated employees shall not generally be assigned or transferred; outside the employee's certificated/endorsed area(s); areas in which they are required to obtain emergency certification; or, the areas in which the employee has less than two (2) years teaching experience. Additional considerations will include the number of times the individual has been recently transferred and seniority within the district.
4. Prior to implementing an involuntary transfer, the District shall notify the Association, discuss the transfer with affected employee(s), and shall consider the employee's concerns. Affected employee(s) shall have the opportunity to present options and alternatives.

5. The District shall not involuntarily transfer or reassign employees for arbitrary and capricious reasons. The affected employee may request written rationale for both the reason the transfer was necessary, and the factors considered in choosing that employee for the transfer.
6. In an effort to provide teachers with the opportunity to prepare during the summer the District will formulate and communicate tentative staff assignments, and transfers, prior to the last teacher contract day of each school year. The Association recognizes that personnel changes during the summer may necessitate adjustments of these assignments. The District and the Association agree that reasonable changes to the schedules may occur.
7. Employees will be provided reasonable assistance in facilitating the move of the employee and her/his classroom accoutrements. This assistance may include, but is not limited to, custodial assistance or release time with substitute coverage.
8. Employees who are to be involuntarily transferred shall be given seven (7) calendar days' notice prior to the move unless an emergency exists, such as balancing class loads in the beginning of the year/semester. If less than seven (7) calendar days' notice is provided, a substitute teacher will be hired for three (3) days to work with the teacher. The involuntarily transferred teacher will direct the use of the substitute.
9. Employees who have been involuntarily transferred to a majority assignment in which they have not previously taught or in which they do not possess at least an endorsement or an undergraduate minor or its equivalent, will not be evaluated unsatisfactory in Component 4.1 "The teacher demonstrates a comprehensive understanding of the subject taught and the standards for the subject.", during the first year of their involuntary transfer. (2018)
10. Upon request and approval, employees who have been involuntarily transferred to a majority assignment in which they have not previously taught or in which they do not possess at least an endorsement or an undergraduate minor or its equivalent, will be provided assistance (such as reimbursement for pre-approved college courses or other in-service opportunities) in meeting the needs of their new assignment.

The District shall continue to have the exclusive right to transfer programs and appropriate staff as necessary for the benefit of the educational program, consistent with Article III, Section 6.

11. Employees involuntarily transferred will be given priority to return to a similar position at the previous site for two years. Refusal to accept an opening that occurs will automatically

terminate the employee's right to return to the previous site. The district retains the right deny a transfer request if a viable candidate for the posted position cannot be found.

12. As per Article 5, Sections 13 C 4 and Section 14 A, no employee placed on a probationary period shall be transferred or reassigned during that period. In addition, poor performance shall not generally be a reason for involuntary transfer; rather, the District shall give reasonable opportunity to such employees to remediate the problem as part of the normal evaluation process (see Article 5).

Section 6 - Teaching Hours

- A. The workday and preparation period shall be in accordance with Washington Administrative Codes and RCWs.
- B. Employees shall report to work at their building's designated start time. The teacher workday for full-time classroom teachers shall be seven (7) hours for grade kindergarten through grade five, including a thirty (30) minute duty-free lunch period. The teacher workday for full-time classroom teachers shall be seven hours thirty minutes (7-1/2 hours) for grade six through grade twelve, including a thirty (30) minute duty-free lunch period. (2014)
- C. A building's start time will be determined by the SIP Team in conjunction with the building principal and provided to staff on a building calendar. (2014)
- D. Each full-time elementary (K-5) classroom teacher will have thirty (30) minutes per day of uninterrupted preparation period each school day to be scheduled by the building principal; provided, however, that such time need not be prorated during short work weeks. Each full-time (6-12) classroom teacher will have one (1) class period per day of uninterrupted preparation period each school day to be scheduled by the building principal; provided, however, that such time need not be prorated during short work weeks.
- E. Part time employees shall be granted preparation time proportionate to the amount of time they are employed, with the intent and an attempt made that would not require additional non-contracted time in the building.
- F. Represented employees, at the request of their supervisor or her/his designee, may voluntarily be used as substitutes during their preparation time. Employees may elect to receive pay at an hourly rate of \$30.00 per hour. Elementary teachers who lose their prep due to specialist classes being cancelled will also be eligible to receive pay at \$15.00 per half-hour. Employees shall report this time on Appendix H – Record of In-House Substitution Form. Time shall be rounded to the nearest half-hour. (2015)

- G. Employees, at their discretion, may choose to “bank” hours and exchange them, in half-day or full-day increments for release time. Banked days (in full day increments) may be used from the time they are accrued until the last day of school of the school year FOLLOWING the year it was accrued. For example, a day earned by substituting during prep time in October 2018 may be used anytime between the day it is accrued in October 2018 until the last day of school in the 2019-2020 school year. (2018)
1. “Banked” time shall accrue at the following rates:
 - a. At the elementary level each half-hour shall equal .1 of a day
 - b. At the secondary level each period in a six-period day shall equal .2 of a day
- H. For employees assigned to more than one building, building administration will work with those certificated staff members during the scheduling process to ensure adequate travel time between work sites.
- I. Teachers in collaboration with their immediate supervisor will develop a lesson plan format that is suitable to their program needs. Employees will provide substitute teachers with appropriate plans.
- J. The District and Association agree that employee involvement in open house, staff meetings, in-service and parent conferences strengthens the effectiveness of the school in meeting the learning needs of students.
- K. Staff Meetings: Employees will attend school business meetings as noted on the building calendar for start times. (2014)
- L. In-services: Employees will attend district in-services scheduled during the contract day.
- M. Parent Contact: Teachers are encouraged to make frequent informal and formal professional parent contact throughout the school year.
- N. Open House: Open House will be scheduled in advance and published in the school district’s annual calendar. All teaching staff members with the exception of special education support staff i.e. O.T./P.T., Psychologist, Speech Therapist, will attend. Teaching staff members shall only be expected to attend one open house. (2018)
- O. Staff Collaboration: Staff collaboration time will be on each Thursday morning, beginning with the second (2nd) Thursday of the school year. There may be a few Thursdays where collaboration time is not scheduled on the calendar due to parent-teacher conferences, half-days, etc. All efforts will be made to ensure that students, parents, and staff are notified of

non-scheduled Thursday collaboration dates at the beginning of the year or at the earliest convenience. (2014)

Collaboration shall be defined as the bringing together of knowledge, experience and skills of multiple team members to contribute to the improvement of student learning through the development of, and/or improvement of, curriculum, instruction, and assessment. (2007)

Section 7 - Salary Provisions

A. Salary Compliance

1. It is agreed and recognized that salary compensation must be in compliance with the directions of State agencies and the laws of the state of Washington.
2. In the event that an appropriate State agency deems that any provision or compensation improvement is in noncompliance with the directives of the state of Washington or its agencies, the District shall take steps as necessary to adjust the compensation level only to the extent that compliance is achieved. Documentation of the computations shall be provided for the Association at a Labor Management meeting.

B. Experience Increments

1. All experience increments will be granted on the September payroll. To count toward salary placement for the current school year, all credits and clock hours must be earned by October 1. All documentation including official transcripts or approved clock hour forms verifying credits or clock hours for educational increments must be submitted to the District by October 5th. An exception will be made for credits earned in the month of September, which may be submitted by the District until November 5 to allow time for official documentation. (2018)
2. Any official documentation received after these deadlines will not be reflected in an educational increment adjustment until the following September payroll and will not be retroactive for the prior year. (2018)

C. Salary Increases

1. All salary increases, unless provided elsewhere, shall be allocated by the Legislature. (2017)
2. The District agrees to continue current policy, as amended, to allow for full use of teacher experience as directed by the SPI S-275 and the laws of the state of Washington.

D. Salary Schedule

The total dollar amount per Nine Mile Education Association full-time equivalent member will be established by the negotiated salary schedule (Appendix A). (2019)

E. Classroom/Teaching Supplies

Members of the Certificated Bargaining Unit (NMEA) will receive \$300 which will be used for classroom/teaching supplies. This money will be allocated directly to the employee as additional compensation as incentive to purchase supplies. The stipend shall be paid each year in the month of December and will be prorated according to the fraction of the position for which the person is employed.

F. Military Credit

The District will continue payments for approved credit hours and up to two (2) years of military experience for all employees under district employ as of September 1, 1981. Any employee who is hired after September 1, 1981, shall be placed on the salary schedule in full compliance with the SPI S-275 directions and the laws of the state of Washington.

G. Payroll Checks

Payroll warrants shall be issued on the last district workday of each month. It is the employee's responsibility to collect their paycheck from their respective building office, except during summer months, December, etc., when they are mailed home. All salary owed to an employee who is leaving the District, shall, upon request, be paid at the next regular pay period. (2012)

H. Supplemental Contract

Supplementary salary rates shall be as directed by the supplementary salary schedule (Appendix B). The District reserves the right not to run an activity. Decisions on which activities are to be run will be made and approved by the July Board meeting, so that extracurricular contracts may be filled. Once a decision is made to run an activity, the District agrees to fully fund that activity.

1. High School Counselor: The High School counselor will receive ten (10) additional per diem days during the contractual year. The counselor will use these days at his/her discretion, using a time sheet signed by the employee and the building principal. (2011)

2. Middle School Scheduler: The Middle School scheduler will receive six (6) days additional per diem days. The scheduler will use these days at his/her discretion, using a time sheet, signed by the employee and the building principal. (2011)
3. Special Education: Certified staff employed in a special education assignment will be allowed to obtain a substitute or be compensated for up to five (5) days at the current full-day substitute rate. This shall be payable after school ends for additional time required to meet state and federal regulations. Employees may elect to use any combination of substitute days and compensation. Special Education teachers will fill out a time sheet for payment and turned in to the DO by June 30, to be paid in July payroll. Part-time employees will receive benefits on a pro rata basis. Special Education Staff attending the summer retreat will be paid per diem for that day. (2010)
4. Librarian: Each full-time librarian shall be given five (5) per diem days additional to the general contract provisions, for the purpose of setting up or terminating their library programs. Librarians with primary responsibility for more than one school library shall be provided with twenty (20) hours of additional library assistant time, per library, for the purposes identified above. It is up to the discretion of each librarian to determine when these days are used, choosing from the week before or after the school year or any combination of the two. The librarian will fill out a time sheet for payment, signed by the employee and the building principal. (2011)
5. Site Technology Coordinator: A supplemental contract will be offered at each building site for a Site Technology Coordinator. The payment will equal a percentage of the base salary on the salary schedule (Appendix A). This person will be responsible, on their own time, for maintaining, ordering, and coordinating the technology equipment in their building site. The position will be advertised, with the hiring done by the building principal. (2011)
6. SIP Team Member: Each Building will have an active SIP Team. Members of the School Improvement Team will work in concert with building administration to coordinate, calendar, and implement professional development. (2014)
7. School Nurse: The school nurse(s) is/are responsible for creating and distributing health plans and will receive a collective total of an additional five and a half (5.5) per diem days to fulfill these responsibilities and other related duties. These additional days may be used prior to or during the contractual year. The nurse(s) will coordinate, as necessary, and use these days at their discretion, using a timesheet signed by the employee and their supervisor.

Section 8 - Insurance Benefits

- A. The District agrees to provide the amount of benefit contributions funded by the state and will implement any state increases for insurance benefits during the duration of this Agreement. The benefit amount shall be administered in accordance with the state laws relating to school district employee benefits.
- B. The District will provide benefit contribution insurance for all employees who work or are expected to work more than 630 hours in a school year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under the SEBB, a school year shall mean September through August. The effective date of coverage is the first day of the month following the day they begin work
- C. Basic benefits include medical, dental, vision, long-term disability and group life insurance. Employees may select optional benefits at their own expense. Optional benefit plans may not include employee beneficiary accounts that can be liquidated by the employee on termination of employment.
- D. Employees shall be able to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).
- E. Enrollment shall be completed by the end of the open enrollment period (currently October 1 – November 15) for the selection of basic and optional benefits. If a qualifying event occurs, such as a marriage, birth, or adoption, etc., enrollment will be reopened based on the rules established by the School Employees Benefit Board. Employees hired prior to or after the enrollment period, may elect insurance coverage from the plans available during the first thirty (30) days of employment.
- F. If a plan is not chosen, the employee will be defaulted into medical, dental, vision, life and accidental death and dismemberment, and long-term disability as a single subscriber in the default plans. They will also be charged the tobacco use premium surcharge. Their dependents will not be enrolled. In addition, they won't be able to change plans or enroll any eligible dependents until the next SEBB Program annual open enrollment or unless they have a qualifying event that allows the change, such as a marriage, birth, or adoption, etc.
- G. Benefit Termination: Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31 of that year.

- H. The Insurance Committee (which will have NMEA representation) will meet with the Insurance Advisor/Broker for the purpose of staff information, membership input, and decision-making regarding the options available under SEBB.

Section 9 - Use of Personal Vehicles

- A. Employees shall utilize their personal vehicles in performance of official district business only upon specific written approval by the District. This approval shall be requested and obtained in advance of the anticipated usage. Employees shall present documentation as to actual usage of personal vehicles in a form and manner approved by the District. Upon approval, the cost-per-mile reimbursement shall be the rates determined by the Internal Revenue Guidelines for Washington State, published, received by the District, and in effect at the time of travel.
- B. Mileage reimbursement shall not be made for the transportation of employees to and from their homes unless previously approved by the Superintendent or his/her designee. Employees who are required to use their personal vehicles in approved travel between work sites shall be reimbursed for such travel in accordance with the terms of this Section.

Section 10 - Employee Protection

A. Threats to Employees:

- 1. The District shall reimburse employees for replacement of any clothing or personal property damaged or destroyed in accordance with RCW 28A. 400.370.
- 2. Any case of an assault or a threat thereof by a parent, student, or guardian upon an employee shall be promptly reported to the building principal.
- 3. The District shall also provide liability insurance to protect employees against personal or bodily injuries and property damage in accordance with RCW 28A.400.360. If employee absence or disability arises out of or from an assault, the absence will not be charged to sick leave. The District shall indemnify and defend employees sued while acting within the scope of their employment. (2005)

B. Personal Property Insurance:

- 1. The District shall include the personal property of employees in the district's insurance program that covers damage to personal property used by the employee on school premises and judged necessary for fulfillment of the employee's assigned duties.

2. To be eligible for coverage and reimbursement, the employee must first have written approval from the principal, as well as register the property with the principal.
3. All claims and settlements will be subject to the District Insuring Agreement and Conditions of the District's Insurance Policy. Individuals will be responsible for any applicable deductibles under the District policy.
4. Employees are urged to carry homeowners/renter's insurance if they bring personal property to school. Employee's personal insurance becomes the primary coverage and district insurance is the secondary coverage in the event of loss claim.
5. The loss of money is not covered under this Agreement.

Section 11 - Employee Work Year

A. Length of Work Year

The employee work year shall be equal to the number funded by the State. (2017)

B. Per Diem Days

Each employee will be entitled to five (5) per diem days per year. (Appendix A) During these days, the district shall make an effort to include three (3) hours that meet the STEM certificate renewal requirement. Employees will be paid at the end of the next available pay period following the filing of the appropriate per diem form. Per diem days will be voluntary on the part of the employee. Per diem days shall be designed as follows: (2017)

1. Day 1: All Staff Day

This calendared day generally occurs one or two days prior to the first student day and is used for district level meetings, building level meetings, and classroom preparation.

2. 3.5 Days: Building Determined Staff In-service Day

These calendared days are to be used for building-determined in-service. Their use is to be focused on curriculum, instruction, professional development, and articulation (vertical and horizontal). As determined by the building and upon approval of the superintendent these days may be rescheduled to another non-student day (e.g. before school begins in August, October in-service day, Semester break day, a Saturday)

3. .5 Day: District Determined Staff In-service Days

This half-day is to be utilized by certificated employees to complete the online training offered by the District. All online trainings and end of course quizzes must be completed

by October 31. If all parts trainings/quizzes are not completed, by this date, the employee(s) will forego this half day of payment. (2017)

C. Payment

1. For the use of per diem payment, the school year will be from August 15 through August 14 of the following year. All per diem days of a given school year will be claimed by August 20 or forfeited. (2010)
2. Per diem days of assignment shall be as mutually agreed by the parties and those may be requested in one-half (1/2) day increments provided that this section is null, and void should any Educational Programs and Operations Levy not be certified as receiving a simple majority affirmative vote or adequate validation count. (2008)

Section 12 - New Employee Orientation

New employees to the District each year shall be required to attend a half (.5)-day orientation program. This day shall be scheduled by the District Superintendent of Schools, and the employee will be paid a half day at the substitute rate for their time. (2008)

Section 13 - Substitutes

- A. Recognizing the value of continuity of programs, when an employee notifies the District of an intended short-term absence the District shall make a good faith effort to contact the requested substitute teacher and offer them the first right of refusal for that position.
- B. Annually, the District will create a pool of substitutes and provide orientation or training in district expectations and procedures for good substitutes. Employees may suggest substitutes whom they feel have performed satisfactorily for inclusion in the pool. The District will make a good faith attempt to procure these suggested substitutes.
- C. A substitute replacing an employee on District approved leave of absence anticipated to be in excess of twenty (20) school days shall be appropriately offered a leave replacement contract from the date of hire and placed on the certificated salary schedule. He/she will receive pro rata leave, and insurance benefits as provided in this Agreement. (2008)

D. Substitute Pay

1. Substitute pay will be consistent with board policy and state law.
2. The District will not change substitutes for the sole purpose of avoiding long-term substitute status.

Section 14 - Sexual Harassment Complaints

A. Sexual Harassment

1. Employees shall be protected against sexual harassment.
2. The District will follow Federal Law and State Law in the investigation of sexual harassment complaints and take appropriate disciplinary action when an employee complains that he/she has been sexually harassed on the job.
3. The District shall treat all such complaints or allegations with respect and confidentiality, to the extent allowed by law, regarding the personal privacy of all concerned parties. There shall be no retaliatory action against anyone filing a good faith complaint of any type of discrimination, including sexual harassment. For details on definitions and procedure, see District Policy 5011.

Section 15 - Complaints Against Employees

- A. It is the intent of all parties to place a high priority on resolving complaints against employees. It is expected that all parties will refer complainants to the affected employee since most concerns and complaints can be resolved by informal discussions between the complainant and the employee. All complaints made against an employee will be handled according to Policy 4220. Any complaint not called to the attention of the employee within ten (10) working days may not be used as the basis for or in support of any disciplinary action against the employee.
- B. Upon receiving a complaint, the building principal will gather facts to determine if an in-depth investigation is necessary. Concurrently, complaints made against an employee by a parent, guardian, student or other person will be referred to the attention of the employee for resolution, unless the alleged employee behavior is criminal in nature and an employee-complainant meeting would be deleterious.
- C. Following formal contact between the employee and the complainant, the building principal will follow-up to see if all parties achieved resolution. If the complainant did not think there was resolution, the complainant will be advised of the procedures for complaint resolution contained in Policy 4220.
- D. If the complainant did not think there was resolution, the building principal shall meet with all parties to resolve the problem. If the problem is still not satisfactorily resolved by the principal, the Superintendent of Schools shall then attempt to resolve the matter through a conference with all parties involved. If the problem is still not resolved, the superintendent

shall present the issue to the board, all according to Policy 4220. An Association Representative may be present at all meetings at the option of the employee.

- E. Regardless of the outcome of any complainant-employee meetings, when the building principal determines an investigation of a complaint is necessary, the employee must be notified of the investigation within five (5) school days of the decision. All information gathered during the investigation shall be handled confidentially.
- F. When a complaint is received, and no investigation is deemed necessary, or when the building principal or appropriate administrator investigates a complaint of misconduct by an employee and deems the complaint unjustified no documents regarding the complaint will be placed in the employee's personnel file.
- G. If the investigation of the complaint indicates that there is just cause for discipline, Article III, Section 2 will be followed.

ARTICLE IV - LEAVES

Section 1 - Sick, Injury, and Emergency Leave

A. Amount of Sick Leave

Full-time employees who are contracted to work a full school term (e.g., 180 days) shall be credited with twelve (12) days leave of absence per year for personal illness, injury, or emergency. Less than full-time, full-year contracted employees will be eligible to receive sick leave on a prorated basis. Unused leave shall accumulate from year to year to one hundred eighty (180) days maximum. (2012)

B. Use of Sick Leave

Sick Leave may be used by the employee for personal injury or illness or to attend to a dependent child who is ill or injured, for medical appointments of the employee or her/his dependent child, or to attend to emergencies as defined below.

C. Emergency Leave

1. Emergency leave shall be allowed for critical illness or injury in the employee's immediate family. In the event that the critical illness or injury results in the death of the family member and bereavement leave does not fully satisfy the obligations of the employee, the Superintendent may allow emergency leave to be utilized.
2. Critical illness or injury in the employee's immediate family shall mean surgical operations and emergency treatment and presupposes a doctor's attendance. Common illnesses and medical appointments of children and relatives are not covered under this provision.
3. Emergency leave may be granted when an unforeseen and unavoidable crisis prevents the employee from performing regular school duties. Request for leave is made to the immediate supervisor with final determination by the Superintendent and shall be deducted from sick leave. (2008)

D. Verification

Any employee on sick leave for more than two (2) consecutive days may be required to submit to his/her building principal a written statement from his/her doctor attesting to the nature of the illness and indicating the probable date that the employee will be able to return to work. Employees who abuse the provisions of this Section shall be subject to disciplinary action which could include loss of pay.

E. Requesting Leave

Notice of illness requiring time off from work shall be reported to the building principal and/or the substitute calling system (Frontline/AESOP) no later than one (1) hour prior to the established teacher report time. If an ill employee cannot return to work for the ensuing day, he/she shall notify the building principal of such anticipated absence no later than 3 p.m. of the preceding day. Employees who abuse the provisions of this Section shall be subject to disciplinary action. (2018)

F. Accounting

1. Absences on any one (1) day for four (4) hours or less shall be charged as one-half (1/2) day. Absences on any one (1) day for more than four (4) hours shall be charged as one (1) full day. Upon returning to work following an absence for any reason, employees will verify the absence by signature.
2. On a monthly basis, the District will provide each employee with an accounting of his/her accumulated sick leave balance taken within that time period (in Employee Access). Upon employee request, the District will provide an employee with an accounting of his/her accumulated sick leave transactions for the current year.

G. Paid Family Medical Leave

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

H. Sick Leave Cash Out

Employees shall be eligible for sick leave cash out in accordance with RCW 28A.400.210.

1. Annual:

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for

illness and injury accumulated in the previous year. It shall be at a rate equal to one day's monetary compensation for each four full days of accrued leave in excess of sixty days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at a rate of four to one (hours or days) monetary compensation. (2011)

2. Retirement:

As per RCW 28A.400.210, upon separation, retirement, or death of an eligible employee or the employee's estate, accumulated sick leave may be converted to monetary compensation or a VEBA medical plan. Remuneration shall be at a rate equal to one (1) day/hour current monthly compensation of the employee for each four (4) days/hours accrued sick leave for illness or injury. Annually, the Association shall notify the District of its intent to participate in a VEBA plan. (2011)

Section 2 - Extended Leave of Absence

- A. An employee who has exhausted his/her sick leave and who is unable to perform his/her duties because of personal illness or disability upon written request to the Superintendent, may be granted a leave of absence without pay or any other benefits for the duration of each illness or injury up to a period of one (1) year.
- B. The employee may be required to submit a written statement from his/her doctor verifying that he/she is able to return to work and assume his/her full duties. Failure to provide such verification may result in the forfeiture of the opportunity for reemployment, at the Board's discretion.
- C. Any employee on Board Approved leave, must notify the District by May 1st of their intentions to either return to or resign from their position. (2017)

Section 3 - Maternity Leave

- A. Maternity leave with pay is available for the natural birth of a child or the adoption of a pre-kindergarten child and shall be deducted from sick leave.
- B. An employee requesting maternity leave should give written notice to the District at least six (6) weeks prior to the expected commencement of the leave. The notice shall include a statement of the expected beginning date of the leave, as well as the expected return to work. The employee and her doctor will determine when the beginning and end of the leave will occur. (2012)

- C. An employee returning from maternity leave shall be assigned to her position last held or in a similar position in the District. (2011)

Section 4 - Paternity Leave

- A. Paid Paternity Leave for either a birth or adoption shall be granted for a period of five (5) days and shall be deducted from sick leave. Dates of use will be at employee discretion with the understanding that they be used during the first six (6) weeks after the arrival of the child.
- B. A father wishing to be the primary care giver to a new child shall have the right to the same leave conditions as maternity leave.
- C. Only one (1) spouse of a husband/wife team within the District shall have access to a six (6) week parental leave per child at a time. (2008)

Section 5 - Adoption Leave

- A. An employee adopting a kindergarten age child or older shall be granted five (5) days of paid leave, to be deducted from sick leave. For a pre-kin child, see parental leave above.
- B. An adoptive parent may choose to use part of their leave prior to the arrival of the child for purposes associated with the adoption which require them to be absent from work.

Section 6 - Child Rearing Leave

An employee may be granted up to one (1) year of unpaid leave, with Board approval, for the purpose of rearing his/her child. The employee returning from such leave shall be placed in the position last held or in a similar position in the District. (2017)

Section 7 - Bereavement Leave

- A. Up to five (5) days absence with pay will be allowed each year occasioned by the death of a relative residing in the household of the employee or of a father, mother, wife, husband, son, daughter, brother, sister, parent-in-law, grandparent, or grandchild who resides elsewhere.
- B. Three days of leave with pay will be allowed in the event of death of a niece, nephew, aunt, uncle, brother-in-law, or sister-in-law.
- C. Exceptions to the number of days in this provision may be authorized by the Superintendent or his/her designee. Such exceptions may include up to two (2) additional days with pay for travel time, and provisions for the death of additional family members throughout the year. (2008)

- D. Request for bereavement leave must be submitted to the Superintendent or his/her designee for approval prior to the actual leave. Bereavement leave is non-accumulative and nondeductible from sick leave. (2005)

(NOTE: Emergency leave may also be applicable.)

Section 8 - Jury Duty

Leave of absence with pay shall be granted for jury duty provided, upon receipt of a jury summons, the employee shall immediately notify his/her principal in writing of such summons requesting that he/she be excused from work to perform jury duty. (2017)

Section 9 - Military Leave

- A. Employees in the military shall be granted leave of absence in accordance with RCW 38.40.060 for involuntary active military duty, training, or drills when required by law. The employee requesting such leave shall present to the Superintendent valid orders from the appropriate military authorities showing the date and place of reporting, length of tour of duty, and anticipated date of return to the District. Such involuntary leave shall be with pay and shall not exceed twenty-one (21) workdays in length. (2012)
- B. Employees shall be granted military leaves of absence, without pay, during the time they are required, involuntarily, to serve on active duty in the Armed Services of the United States. Upon returning to work from such leave, such employee(s) shall be entitled to a normal salary experience increment for up to two (2) years of such active duty and shall be assigned to the position(s) last held, if available, or to a similar position(s) in the District, if available.

Section 10 - Annual Leave

- A. Upon written request to, and with approval of the Superintendent or his/her designee, each employee shall be allowed three (3) days with pay per year, and two (2) additional, optional days with substitute salary deducted from the employee. Annual leave days may be carried over not to exceed an accumulated total of five (5) days. The annual leave days are nondeductible from sick leave. The purpose of annual leave is to attend to personal matters.
- B. Unless otherwise authorized by the Superintendent or his/her designee, such request must be submitted at least two (2) workdays prior to the need for such leave.
- C. Approvals of annual leave on any given day shall not exceed two (2) teachers in any one (1) building. Upon principal approval and if substitutes are available, additional teachers may be

allowed annual leave on any given day. Annual leave days may be used either in half (1/2) days or full days. (2018)

- D. The employee may request no later than June 30 of each year that up to three (3) Annual Leave Days be cashed out at the Per Diem Schedule BA+ zero years of experience rate (Appendix A). Any days in excess of the two (2) allowed to be carried over will be automatically cashed out on the July paycheck (2018) If an employee wishes to cash out additional days, the Certificated Annual Leave Action Form must be used (Appendix G). Part-time employees may elect to be cashed out on a pro-rata basis. Reimbursement will be in July. Annual leave balance, up to the maximum amount allowable, will be automatically carried over the next succeeding year. (2014)

Section 11 - Attendance at Meetings and Conferences

- A. Upon written request to, and with advance approval of, the Superintendent or his/her designee, leaves of absence with pay and with reimbursement for necessary prior-approved expenses may be granted for employees to attend approved professional meetings and conferences or visit other schools.
- B. Requests for such leave must be submitted at least five (5) school days prior to the commencement of the leave.

Section 12 - Association Leave

With prior approval by the District, and only if qualified substitutes are available, authorized Association representatives may be granted leave with pay per year for official Association business. Requests for such leave will be submitted to the Superintendent or his/her designee at least five (5) school days prior to commencement of the leave. The cost of substitutes shall be reimbursed to the District by the Association.

Section 13 - National Board Certification Leave

Employees covered by this Agreement will be allowed four (4) days release time for initial application to pursue National Board Certification. Candidates will receive one (1) additional day per resubmission, up to three (3) total. Candidates applying for recertification will be allowed two days release time.

Section 14 - Leave Sharing

- A. The District shall establish and administer a sick leave sharing plan in which eligible employees may donate excess leave for use by a staff member who is suffering from, or has a relative or

household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition.

- B. Such a program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate his or her employment with the District.
- C. The Superintendent is directed to administer the leave-sharing plan in a manner consistent with state law, board policy, and applicable collective bargaining agreements.

D. Requirements for Accessing Sick Leave Sharing:

1. The employee suffers from or has a relative or household member suffering from an “extraordinary or severe” illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause the employee to (a) go on leave-without-pay status, or (b) terminate his/her employment. Shared leave shall be extended to employees who are sick or temporarily disabled due to pregnancy disability or for the purpose of parental leave to bond with a newborn, adoptive or foster child. This shall be effective January 1, 2020. (2018)
2. The employee has submitted, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe and extraordinary nature and expected duration of the condition. (See form, Appendix H).
3. The employee has depleted, or will shortly deplete, his/her annual leave and sick leave reserves.
4. The employee is ineligible for time loss benefits under Worker’s Compensation (RCW 51.32.)
5. All forms of paid leave available for use by the employee must be used prior to using any shared leave.

E. Donating Sick Leave:

1. An employee may contribute up to six (6) days sick leave per year provided that the contributing employee retains the state mandated minimum balance of sick leave after the transfer. Administration of this item must be in accordance with District Policy 5406. Leave shall be calculated on an hour donated/hour received basis. (2011)
2. Any remaining donated hours shall be returned to the donor(s) on a prorated basis at the conclusion of existing condition. Carryover of donated hours must be validated by a medical professional on a yearly basis. (2011)

Legal References:

RCW 28A.400.380 Leave sharing program

RCW 41.04.650-665 Leave sharing program

3. Donations of sick leave will not reduce the ability of the employee to cash out sick leave during the year donated. When calculating eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted toward the sixty (60) day minimum balance required after cash out. (2018)

Section 15 - Other Leaves

- A. The Board may grant teachers leaves of absence up to one (1) year without pay for study, travel, recuperation, teaching in another school district, working in a professionally related field and Association, or Association-related business.
- B. A leave of absence without pay for one (1) year for teaching in another school district may entitle the teacher to a normal salary increment.

Section 16 – Returns from Leave

- A. Employees on a leave of absence are not guaranteed to return to the exact same position. Upon returning from a leave of absence, the employee will return to their previous assignment if it is available.
- B. In the event that an employee is returning from leave and their previous assignment is no longer available, they will be placed in a new position for which the employee is qualified.

ARTICLE V – EVALUATION

Section 1 - Introduction

The evaluation procedure set forth herein provides for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas and provides support for professional growth through the systematic assessment of employee performance.

The parties agree that the following evaluation system for all employees in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in RCW 28A.405.110: An evaluation system must:

- A. be meaningful, helpful, and objective;
- B. encourage improvements in teaching skill, techniques, and abilities by identifying areas needing improvement;
- C. provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and
- D. encourage respect in the evaluation process by the persons conducting the evaluation (evaluator) and the persons subject to the evaluations (classroom teacher) through recognizing the importance of objective standards and minimizing subjectivity.

Additionally, the parties agree that the evaluation process is one, which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025:

“To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.”

Section 2 - Definitions

- A. The term “Artifacts” shall mean anything in physical or virtual form that provides data. Artifacts could include but are not limited to notes from observed practice and products or results of a classroom teacher’s work that demonstrates knowledge and skills of the educator. Artifacts should not be created specifically for the evaluation system.

- B. The term “Certificated Support Personnel” shall mean counselors, librarians, instructional coaches, TOSAs, Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT, nurses, or school psychologists), and other bargaining unit members who do not meet the definition of Classroom Teacher.
- C. The term “Classroom Teacher” shall mean certificated staff (including specialists) with an assigned group of students for whom they provide academically focused instruction and/or grades. The term “classroom teacher” does not include certificated support personnel.
- D. The term “Component” shall mean the sub-section of each criterion.
- E. The term “Employee or Employees” shall mean both classroom teachers and certificated support personnel except where otherwise specified.
- F. The term “Evaluation” shall mean the ongoing process of identifying, gathering and using information to improve professional performance, inform professional practice and assess total job effectiveness. The evaluation system consists of:
 - 1. A Comprehensive or Focused evaluation process to be used for classroom teachers; or
 - 2. A Long-form or Short-form evaluation process to be used for Certificated Support personnel.
- G. The term “Evaluation Criteria” shall mean the minimum eight (8) evaluation criteria for classroom teachers to be scored as specified in WAC 392-191-006.
- H. The term “Evaluation Report” shall mean that document which becomes a part of the employee’s personnel file.
- I. The term “Evaluator” shall mean a certificated administrator who has been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.
- J. The term “Evidence” shall mean any artifact, observed practice or results of the classroom teacher’s work that demonstrates the teacher’s ability and skills in relation to the instructional framework. Evidence is not intended to be a portfolio collection of evidence but rather a sampling of data used to demonstrate the classroom teacher’s level of performance. It should be gathered from the normal course of employment.

- K. The term “Instructional Framework” shall mean the adopted instructional framework pursuant to RCW 28A.405.100. The parties have agreed to the Marzano Framework for Teaching Evaluation as the basis of the evaluation process.
- L. The term “Not Satisfactory” shall mean:
1. Provisional and non-provisional teachers: Receiving a summative score of Unsatisfactory or Level 1.
 2. Non-provisional teachers with more than five (5) years teaching experience receiving either:
 - a. A summative score of Basic or Level 2 for two (2) years in a row or
 - b. A summative score of Basic for two (2) years within a consecutive three-year period.
- M. The term “Observation” shall mean the gathering of evidence made through classroom or worksite visits or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time, based on the district adopted teacher evaluation model.
1. A “Formal Observation” shall mean a documented observation that is pre-scheduled.
 2. An “Informal Observation” shall mean a documented observation that is not required to be pre-scheduled.
- N. The term “Provisional Employee” shall mean any employee in a teaching or other non-supervisory certificated position during their first three (3) years of employment. Provisional employees are subject to nonrenewal of contract during the first three (3) years of employment unless:
1. The employee has previously completed at least two (2) years of certificated employment in another public-school district in the state of Washington, in which case the employee shall be a provisional employee in their first year of employment; or
 2. The classroom teacher has received an evaluation rating of Unsatisfactory – Level 1 on the four-level rating system established under RCW 28A.405.100 during their third year of employment, in which case the teacher shall remain subject to nonrenewal of employment until they receive a Basic – Level 2 rating or higher; or
 3. The Superintendent makes a determination to remove an employee from provisional status if the employee receives one (1) of the top two (2) evaluation ratings during the second year of employment by the District.

- O. The term “Rubrics” shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.
- P. The term “Scoring Band” shall mean the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.

Eight Evaluation Criteria Scoring Band:

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

Low:	5 – 12
Average:	13 – 17
High:	18 - 20

Component scores within a criterion and the included student growth scores will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with the fractions below .5 will be rounded down and all fractions .5 or above will be rounded up. For example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.5 would receive a final criterion score of 3.

- Q. The term “Student Growth” shall mean the change in student achievement in subject matter knowledge, understandings, and/or skill between two points in time, in context of meeting standards/course requirements. Data used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher.
- R. The term “Student Growth Data” shall mean data that is relevant to the teacher and subject matter. It must be a factor in the evaluation process and may include formative and summative measures, school-wide and/or district-wide assessments.
- S. The term “Summative Performance Ratings” shall mean the four performance levels applied using the four-level rating system:

Level 1 = Unsatisfactory
 Level 2 = Basic
 Level 3 = Proficient
 Level 4 = Distinguished

Section 3 - Track One: Classroom teachers, Comprehensive and Focused

A. Notification

Employees will be notified in writing by their evaluator whether they will be evaluated using the Track One Comprehensive or Focused evaluation by October 1.

B. Artifacts and Evidence

1. Artifacts and evidence shall be collected by both the evaluator and evaluate throughout the evaluation process as necessary to complete the evaluation.
2. Classroom teachers are not to create artifacts for the sole purpose of the evaluation process.
3. Building administrators shall not require any specific evidence to be submitted by a classroom teacher, group of classroom teachers, or an entire staff.
4. Evidence may be submitted and used for multiple evaluation criteria.
5. Upon request, a classroom teacher may seek an explanation of how the evidence was considered by the evaluator. If the classroom teacher chooses not to submit evidence, each criterion score will be based on existing data.
6. Evidence can be submitted at any time throughout the evaluation process. For evidence to be considered as part of the summative score, it must be turned in by May 1st. This date can be extended upon mutual agreement.

C. Observations

1. There will be a minimum of two (2) observations per year and three (3) for teachers in their third year of provisional status. Observations may include school-related instructional duties that occur outside of the classroom setting, i.e. Band Concerts, Field Trips.
2. At least one (1) observation must be announced. Three (3) school days' notice shall be given prior to an announced observation, unless otherwise agreed upon.
3. For all announced observations, teachers may be asked to respond to some pre-observation questions.
4. The total minutes for all observations must be a least sixty (60) minutes and ninety (90) minutes for teachers in their third year of provisional status.

5. Teachers in their first year of provisional status must be observed for at least thirty (30) minutes during the first ninety (90) calendar days. The first observation for non-provisional classroom teacher shall be completed by the end of January.
6. Through mutual scheduling, at least one (1) observation will be late enough in the year to provide classroom teachers with sufficient time to have worked on their Professional Growth and Development Plan and Student Growth Goals.
7. Unannounced observations will not be excessive except in unusual circumstances, i.e., if a classroom teacher demonstrates performance deficiencies that may lead to probation or is currently on probation
8. Observations will be rescheduled at the request of the classroom teacher, and with the evaluator approval, on days where student/school schedules are disrupted due to unforeseen circumstances.
9. Informal observation conducted by the evaluator and other district administrators for the purpose of calibration will not be used in the evaluation process unless agreed upon by the classroom teacher.
10. The evaluator will complete a written observation summary before the post-observation conference is held. This summary will be provided to the classroom teacher within three (3) calendar days of its completion.
11. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.

D. Pre-Observation Conference

1. The purpose of a pre-observation conference is to discuss the classroom teacher's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.
2. A pre-conference may be requested by either party.
3. Classroom teachers are encouraged to reflect on the questions in advance of any pre-observation conference or observation.

E. Post-observation Conferences

1. A post-observation conference is required for at least one (1) announced observation.
2. Any post-observation conference will be held within seven (7) school days of the observation.

F. Criterion Performance Scoring

1. Data shall be collected for the criterion scoring throughout the year through formal and informal observations (artifacts and evidence).
2. Scores will be given based upon observed implementation of instructional strategies used in the observed lesson(s). Evidence and artifacts shall be considered and be part of the component scoring by the evaluator.
3. Submitted evidence must be appropriately applied to the Marzano rubric and used as part of the component score.
4. A classroom teacher may request information from an evaluator about how submitted evidence compares against the rubric.
5. A classroom teacher may not turn in excessive amounts of evidence.
6. Not all components of the instructional framework need to have a score. Non-scored components shall be left blank. (2018)
7. Evaluators shall assign component scores using the following considerations, but are not limited to:
 - a. Observations
 - b. Evidence
 - c. Growth over the year
 - d. Pre- and post-conference conversations

G. Final Summative Evaluation

1. Unless otherwise agreed upon, all summative evaluation must be completed and signed by June 1st.
2. For any classroom teacher who has a summative evaluation of Level 3 – Proficient or Level 4 – Distinguished an evaluation conference may be requested by either the Classroom teacher or the evaluator. If such conference is requested by the evaluator, the classroom

teacher shall be given a two (2) day notice prior to the conference. This meeting will occur on or before the last school day of the year.

3. A classroom teacher receiving an overall rating of Level 1 – Unsatisfactory or Level 2 – Basic shall have a summative evaluation conference to discuss next steps for improvement. The classroom teacher shall be given a two (2) day notice prior to the conference. This meeting will occur on or before the last school day of the year.
4. The classroom teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the classroom teacher agrees with its contents.
5. The classroom teacher may attach any written comments to observations and/or to the final annual evaluation report. This may be done at the time the classroom teacher receives a copy or within seven (7) business days following the signature of the document by the classroom teacher.
6. Nothing prohibits an evaluator from scoring all teachers as Level 3 – Proficient or Level 4 – Distinguished.

H. Comprehensive and Focused: Support for Basic and Unsatisfactory Performance

1. When a teacher's final summative rating is Level 1 or 2, additional support will be available. This support may come in the following manner, but is not limited to: mentors, coaches, visiting other classrooms, attending professional development opportunities, planning documents, readings, etc.
2. In the event any final evaluation report indicates the teacher has been rated Level 1 - Unsatisfactory in one (1) or more of the evaluation criterion, the evaluator and the teacher will develop a written plan designed to improve the teacher's effectiveness in the deficient area(s).

Section 4 - Comprehensive Evaluation

A Comprehensive Evaluation will include all eight (8) state criteria and a final summative score. A comprehensive evaluation must occur at least once every six (6) years.

A. Classroom Teacher Self-Assessment

1. Prior to the pre-observation conference, the teacher will complete either a self-assessment on all eight (8) criteria and the components therein or use the results of their previous year's comprehensive evaluation in lieu of a self-assessment.

2. The purpose of the self-assessment is to aid in the creation of growth goals with the evaluator. The self-assessment serves as a tool for the goal setting and collaborative conference. Time shall be provided to work on the self-assessment during PD days, whole group collaboration, and/or staff meetings.
3. It is recommended that the self-assessment be shared with the evaluator, however it is not required.

B. Professional Growth and Development Plan (8.4)

Classroom teachers shall create a professional growth and development plan with three student growth goals (3.1, 6.1, and 8.1) to work on for the school year. Goals may be interrelated or “nested”. Goals will be discussed with and approved by the evaluator by November 1st. (2018)

1. Using professional judgment, classroom teachers shall chart progress and make adaptations to the plan as needed, provided that evaluator agreement has been obtained.
2. The teacher must complete all goal activities for the professional growth and development plan by May 1st of each year unless mutually agreed upon to extend the date.

C. Comprehensive Evaluation Summative Score

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. Each teacher’s criterion scores are established using at least 50% of the components from each criterion and 100% of the student growth components as per RCW 28A.405.100, WAC 392-191A-080 and WAC 932-191A-090.

The Summative Criteria Score is the sum of the eight criterion scores and is rated based on the summative scoring band, as follows:

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

Component scores within a criterion and the included student growth scores will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with the fractions below .5 will be rounded down and

all fractions .5 or above will be rounded up. For example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.5 would receive a final criterion score of 3.

D. Student Growth Criterion Score

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2 and SG 8.1. Evaluators add up the raw score on these components and the classroom teacher is given a score of low, average, or high based on the scores below:

5 – 12	Low
13 – 17	Average
18 – 20	High

A classroom teacher with a preliminary rating of Distinguished – Level 4 and with a low student growth rating will not receive an overall rating of higher than Proficient. Classroom teachers with a low student growth rating will engage, with their evaluator, in a student growth inquiry.

E. Student Growth Inquiry:

Within two months of the certificated classroom teacher receiving the low student growth score or at the beginning of the following school year, whichever is later, the evaluator will initiate the following steps:

1. The evaluator will examine additional student growth data in conjunction with the other student growth evidence previously provided.
2. If the examination still results in a low student growth score, the evaluator will examine extenuating circumstances, which may include one or more of the following: goal setting process, content and expectations, student attendance, and/or extent to which standards, curricula, and assessments are aligned.
3. If after the above two examinations, the classroom teacher still has a low student growth rating, the evaluator will:
 - a. Triangulate student growth measures with other evidence (observations, artifacts and student work) and additional assessments (classroom and district-based tools) or
 - b. Examine extenuating circumstances such as the process or expectations of goal setting, alignment of curriculum and assessments, or student attendance; or

- c. Schedule monthly conferences with the teacher; and/or
- d. Create and implement a professional development plan to address student growth areas.

Section 5 - Focused Evaluation

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process in accordance with state law.

A. Notification

- 1. If a non-provisional teacher has scored at Proficient or higher the previous year, they may be evaluated using the Focused Evaluation.
- 2. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.
- 3. A classroom teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation, provided that this move occurs on or before December 15th.
- 4. A Classroom teacher will not move to the Comprehensive system for reasons that are arbitrary, capricious, or retaliatory.
- 5. Specific evidence must be provided to the classroom teacher demonstrating rationale for a move from the Focused Evaluation to the Comprehensive Evaluation. (2018)

B. Process

- 1. A criterion area to be evaluated shall be proposed by the classroom teacher and approved by the evaluator by November 1st.
- 2. If the classroom teacher chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6. If a classroom teacher chooses 3, 6, or 8, no additional criterion must be selected.
- 3. A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a Level – 4 Distinguished score may be awarded by the evaluator.

Section 6 - Comprehensive and Focused: Professional Development

- A. The District and Building Administration, in conjunction with teacher leadership teams, will collaborate and determine necessary and relevant training(s) for all parties regarding the evaluation process throughout the year.
- B. Clock hours will be offered as appropriate.
- C. Topics for trainings may include, but are not limited to:
 - 1. Creating appropriate student growth goals.
 - 2. Artifacts and evidence
 - 3. Criterion scoring
 - 4. Focused and Comprehensive evaluations
 - 5. eVAL or other electronic evaluation recording system
 - 6. Review of evaluation language, process, and/or timelines
 - 7. Review of the State Eight (8) evaluation criteria
 - 8. Self-assessment
 - 9. Professional growth plans

Section 7 - Track Two: Certificated Support Personnel, Long-form and Short-form

- A. Employees will be notified in writing by their evaluator whether they will be evaluated using the Track Two long-form or short-form evaluation by October 1.
- B. Certificated support personnel shall be evaluated in accordance with the appropriate criteria set forth in the evaluation forms attached to this Agreement. Employees shall be evaluated annually, such evaluations to be completed no later than June 1st of the year in which the evaluation takes place
- C. Principals and other supervisors and their administrative/supervisory designees may make evaluation at any time during the school year, such evaluations may cover individual observations for such periods of time as may be identified in the evaluation report. Any additional evaluations shall be for the purpose of improving employee performance.
- D. No formal written program for improvement shall be developed or required of an employee prior to the completion of the employee's evaluation, or beyond May 1, of the school year.
- E. In the event that any evaluation report indicated that the employee has performance deficiencies in one (1) or more of the overall areas defined in the evaluation criteria, the principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In

connection with the development of such plan, consideration should be given to utilizing the services of available resource persons. If the supervisor and employee are unable to agree upon a mutually acceptable plan, the supervisor will prepare and deliver such plan to the employee.

Section 8 - Long-form Evaluation

- A. Provisional certificated support personnel shall be evaluated using the long-form evaluation process. After four (4) years of satisfactory performance, certificated support personnel may be evaluated using the short-form evaluation process. Nonprovisional certificated support personnel will be required to complete the long-form evaluation process once every four (4) years.
- B. Certificated support personnel shall be observed at least twice in the performance of their assigned duties. Total observation time shall not be less than sixty (60) minutes. Following each observation or series of observations, the principal or other evaluator shall promptly document the results of the evaluation in writing and shall provide the employee with a copy thereof within three (3) days after such report is prepared. New employees shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment period. An employee in their third year of provisional status must be observed at least three (3) times in the performance of their duties and the total observation time for the school year must not be less than ninety (90) minutes.

Section 9 - Short-form Evaluation

- A. After an employee has had four (4) years of satisfactory evaluation, upon mutual consent of the employee and the supervising administrator, the employee may be evaluated using the short-form process. The short-form evaluation will be based on informal observations throughout the year totaling at least sixty (60) minutes.
- B. The short form of evaluation shall include either a thirty (30) minute observation during the school year with a written summary or a final annual written evaluation based on the criteria as per WAC 392-191A-210.
- C. The long-form evaluation process set forth in this section shall be followed at least once every four (4) years and an employee or evaluator may request that the long-form evaluation process set forth in this section be conducted in any given school year.
- D. The short-form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory, not as probable cause for non-renewal of an employee's contract under RCW 28A.405.100 (5)

- E. Removal from Short-form: If by December 15th, the evaluator wishes to remove an employee from short form, the evaluator shall notify the employee in writing of her/his decision. The notification shall include specific evidence demonstrating rationale for the decision. (2018)
- F. Provisional Employees:
 - 1. A provisional employee as identified through RCW 28A.405.220 is:
Every person employed by a school district in a teaching or other nonsupervisory certificated position shall be subject to nonrenewal of employment contract during the first three years of employment by such district, unless the employee has previously completed at least two years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to nonrenewal of employment contract during the first year of employment with the District.
 - 2. A provisional employee whose work is judged unsatisfactory based on district evaluation criteria shall be notified in writing of specific areas of deficiency. They shall also be notified that failure to demonstrate satisfactory improvement in the area(s) of documented deficiency shall result in non-renewal of their employment contract. (2017)

Section 10 - Procedural Components of Evaluation

- A. Upon completion of an evaluation by the principal or other evaluator, the employee shall be provided with a copy of the evaluation report within three (3) days. Upon employee request, a meeting shall be held between the evaluator and the employee to discuss the evaluation.
- B. The employee shall sign the District's copy of the evaluation report to indicate that they have received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation.
- C. The employee shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being placed in the employee's personnel file.
- D. Record Keeping: The final summative evaluation and the employee's written comments, if applicable, shall be moved to the employee's personnel file at the end of the school year.
- E. Electronic Monitoring: All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class, unless it is initiated and submitted by the employee or mutually agreed to by the evaluator and the employee. Such recordings shall be used for evaluation purposes only and will not be shared without the employee's written consent.

Section 11 - No Surprise Philosophy

All parties agree to adopt the philosophy that there will be no surprises on the performance evaluation report. Evaluators will inform the classroom teacher of their progress during the process. If evidence shows that a classroom teacher is Unsatisfactory (Level 1) or Basic (Level 2) the evaluator shall inform the classroom teacher in a timely manner.

Section 12 - Evaluation Results

A. Evaluation results shall be used:

1. to acknowledge, recognize, and encourage excellence in professional performance;
2. to document the level of performance by a teacher of his/her assigned duties;
3. to identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument;
4. to identify growth areas according to the criteria; and
5. to document performance by a teacher judged unsatisfactory based on the state evaluation criterion.

B. Evaluation results shall not be:

1. shared or published with any identifying information; except as provided in number 2 below,
2. shared or published without notification and approval of the individual employee, unless court ordered or pursuant to a public records request vetted through the school district attorney; or
3. used to determine additional compensation, unless legislation dictates otherwise.

Section 13 – Probation

This section applies to all employees except provisional employees as defined by State law.

A. Purpose

The purpose of the probationary period is to give the employee an opportunity to demonstrate improvement in their areas of deficiency. The establishment of a probationary

period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.200.

B. Notification

At any time after October 15th, but no later than February 1st, an employee whose work is judged unsatisfactory based on district evaluation criteria, shall be notified in writing of the specific areas of deficiency along with a reasonable plan of improvement. Employees may only be placed on probation from the comprehensive or long-form evaluation system.

C. Evaluator during probationary period

1. The evaluator may authorize one additional certificated administrator to aid the employee in improving the employee's area(s) of deficiency.
2. The District and the Association will jointly select an additional evaluator from the list of evaluation specialists supplied by the ESD if available.
3. An employee on probation may authorize an Association representative to accompany them at all conferences required in this section.
4. The employee may not be transferred from the supervision of the original evaluator during the period of probation. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district may occur.

D. Comprehensive and Focused

1. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is 1 – Unsatisfactory. A nonprovisional teacher with more than five (5) years of teaching experience whose comprehensive summative evaluation score is 2 – Basic for two (2) consecutive years or for two (2) years within a three (3) year time period shall also be placed on probation.
2. Teachers on nonprovisional contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
3. Should the classroom teacher's evaluator not authorize an additional evaluator, the teacher may request that an additional certificated administrator become part of the

probationary process. The District and the Association will jointly select an additional evaluator from the list of evaluation specialists supplied by the ESD if available.

4. A classroom teacher must be removed from probation if they have demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract teacher with five or fewer years of experience or of Level 3 or above for a continuing contract teacher with more than five years of experience. If the evaluator is satisfied that the teacher should be removed from probation, the teacher shall be notified in writing no later than June 1st.
5. At the District's sole discretion, the probationary period may be extended into the following school year if the teacher has more than five years of teaching experience and the final summative rating as of June 1st is Level 1 – Unsatisfactory.

E. Long-form and Short-form

A certificated support personnel employee must be removed from probation if they have demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in the initial notice of deficiency and subsequently detailed in the program for improvement.

F. Establishment of Probationary Period

1. When the superintendent concurs with an evaluator's judgment that the performance of the employee is unsatisfactory, a probationary period of sixty (60) school days (for both part-time and full-time employees) shall be established by the superintendent.
2. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300.
3. The superintendent shall give written notice to the employee of:
 - a. The duration of the probationary period.
 - b. Specific areas of performance deficiencies identified in the instructional framework.
 - c. A suggested specific and reasonable program for improvement; and
 - d. A statement that the purpose of the probation is to give the employee an opportunity to demonstrate improvement.
4. At or about the time of delivery of a probationary letter, the evaluator shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.

5. A plan of improvement will be developed and will include the specific evaluation criteria, which must be met, and the measures and benchmarks, which will be used to determine the teacher's success or failure. During the term of probation, the plan will include: a system for periodic feedback; supports provided and funded by the District; and, the dates those supports will be put into place.

Section 14 - Probationary Period

- A. During probation, the classroom teacher may not be transferred from the supervision of the original evaluator. Improvement of performance must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the District.
- B. The purpose of the probationary period is to give the classroom teacher the opportunity to demonstrate improvement in his/her area(s) of deficiency.
- C. During the probationary period, the evaluator shall meet with the classroom teacher at least once approximately every ten (10) school days to provide a written evaluation of the progress, if any, made by the classroom teacher. The classroom teacher will have at least six (6) such meetings during the probationary process.
- D. The probationer may be removed from probation if he/she has demonstrated improvement to the satisfaction of the evaluator in the area(s) specifically detailed in his/her improvement program.
- E. In this event, a statement from the evaluator will be attached to the probationary letter indicating the classroom teacher has successfully met the conditions of probation.
- F. Lack of necessary improvement in the area(s) of deficiency during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause by the superintendent.
- G. Immediately following the unsuccessful completion of the probationary period, the superintendent will determine which of the alternative courses of action is proper and will take appropriate action to implement such determination.
- H. The probationer may have their probationary period extended.
- I. The probationer may be removed from his/her assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the current contract.

year. If such reassignment is not possible, the District may place the probationer on paid leave for the balance of the contract term.

- J. If the probationer has not demonstrated sufficient improvement in the stated area(s) of deficiency, action should be taken to non-renew the employment contract of the probationer for the ensuing year.

Section 15 - Non-Renewal

In addition to the non-renewal provided for in the above section following a probation, when a non-provisional employee with five (5) or more years of experience receives a comprehensive summative evaluation score of 1 – Unsatisfactory for two (2) consecutive years, the District shall, on or before May 15th, implement the teacher notification of non-renewal as provided in RCW 28A.405.210.

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

ARTICLE VI - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 - Student Discipline

- A. It is a goal of the District and the Association that safety and optimum learning atmosphere of the classroom be maintained, and that the highest consideration be given to the judgment of qualified certificated educators regarding conditions necessary to maintain the optimum learning atmosphere.
- B. In order to support teachers in the maintenance of a high-quality learning atmosphere the District will assign a principal designee who has authority to manage student discipline issues should the building administrator be absent from the building. If the absence is known in advance, and upon request of the principal designee, a substitute for the principal designee shall be arranged. A teacher who does not wish to assume the responsibility of principal designee may refuse to accept the voluntary assignment with no adverse consequence.
- C. At least once every third year, beginning with the 2002-03 school year, the Superintendent or designee shall facilitate a review of school board policy and administrative procedure on student conduct standards and the administration of discipline in the District. This review shall involve the participation of certificated staff, parents, community members, and school administrators. Revisions to policy, if required, shall be submitted to the school board with a recommendation for approval. A copy of this submission shall be submitted to the Association prior to adoption by the Board.
- D. Each certificated employee will be provided in their staff handbook, with a copy of board policy regarding student discipline. Updates will be provided to certificated staff following final adoption of policy revisions by the school board.
- E. Consistent with RCW 28A.400.110, the school principal and certificated employees in each school building shall meet at least annually prior to October 15 in order to develop and/or review written building disciplinary standards and uniform enforcement of those standards. Such building standards shall be consistent with provisions of RCW 28A.600.020 (3) regarding student due process and School Board policy.
- F. Following this development and/or review, the building principal shall furnish a copy of the written disciplinary standards to each certificated staff member, the Superintendent, and the Association president. These standards shall become the basis for classroom discipline plans.
- G. The District shall uphold the authority of certificated staff members to take prudent and reasonable disciplinary action to correct a student(s) who disrupts normal classroom activities, abuses, or insults a teacher as prohibited by RCW 28A.635.010, willfully disobeys a

teacher, uses abusive or foul language directed at a school district employee, school volunteer, or another student, violates school rules, or who interferes with an orderly education process. Disciplinary action may include but is not limited to: oral or written reprimands; written notification to parents of disruptive behavior, a copy of which must be provided to the principal.

- H. Affected certificated staff and the school principal, or his/her designee, shall keep each other informed of actions taken and share their written correspondence regarding the disciplinary action(s) and its precipitating incident(s) with each other.
- I. Consistent with RCW 28A.600.020, any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event, without the consent of the teacher, may an excluded student return to the class during the balance of that class or activity period for up to the following two (2) days, or until the principal or his or her designee and the teacher have conferred.
- J. Students expelled from other districts shall be required to apply for admission to the School District through the Student Discipline appeal process. Students expelled for weapons violations shall be required to have a hearing before the Board of Directors for admission to be considered. Students expelled from other districts for firearms possession shall not be admitted in the same academic year as the expulsion.
- K. In the interest of maintaining decorum and safety in the classroom, the District, when appropriate and within legal boundaries shall notify employees of student(s) who have a documented discipline history which would indicate that they pose a potential safety risk to the employee and/or students under the employee's supervision.

Section 2 - Work Load

A. The Nine Mile Falls School District shall follow the guidelines of this section. (2007)

Academic Classes	Class Size Guideline	Allowable Overage	Maximum Allowable Class Size
Kindergarten	22	1	23
1-3	24	1	25
4	27	3	30
5-6	28	2	30
7-12	30	2	32
1-3 Combo	24	0	24
3-4 Combo	26	0	26
4-5 Combo^	27	0	27
Lakeside Academy (online learning)	35	5	40

Figure I: Work Load Guidelines

5-12 Performing Arts 35:1*

K-5 Physical Education 30:1*

6-12 Physical Education 30:1* (2011)

*In both Performing Arts and Physical Education, an instructional assistant will be provided if the number of students is above the guidelines. The use of the instructional assistant is to reduce the student/teacher ratio for safety purposes. In the event the instructional assistant is absent, every effort will be made to provide a substitute.

^Does not include Middle School elective or exploratory classes

1. Combination classes which include Kindergarten students will not be required by the District.
2. A reasonable effort will be made to assure that classes involving special subjects (industrial technology, physical education, band, chorus, laboratory, keyboarding, art, family and consumer science, library, etc.) shall have no more students than facilities allow. (2010)
3. If a teacher is asked by administration to accept a student(s) beyond the maximum allowable class size the teacher has a right to decline. (2015)
4. No allowable overage for combo classes 1-5. When a combo class is created in grades 1-5, the District will work to hire a certificated math teacher to teach one of the grades of

math when the curriculum necessitates separating grade level instruction i.e. Engage New York. In this situation, teachers teaching a combo class in grades 1-5 will NOT be required to teach both grade levels of math. (2018)

- B. The District will have and utilize a system to monitor enrollment over the summer and will make a plan to proactively address likely grand-band overages, to be shared with the association prior to August 10th.

- C. Instructional Assistants

1. In grades K-5, one (1) hour of instructional assistant time per day may be provided for each FTE student in excess of guidelines. In grades 6-12, teachers may receive one (1) hour instructional assistant time for each class that exceeds class guidelines. At each building, the staff working in collaboration with the site administrator may agree to use instructional assistants generated by this formula in alternative ways.
2. Overload instructional assistant time will be provided in a minimum of 30-minute blocks. The principal and teacher will work to provide the overload instructional assistant time during the reading and math classroom instructional time, as much as possible. (2004)

- D. Overload Pay

A staff member will be eligible for overload pay when the number of students exceeds the Class Size Guideline (column 2 of table). The eligible teacher may choose to receive overload pay at the rate of three dollars (\$3) per student per period in a six (6) period schedule, or twelve dollars (\$12) per student per day at the elementary level. Such pay will continue until the overload is no longer present in the classroom. If the staff member is absent on a given day(s) in the month of the overload, the staff member shall be paid. Overload paperwork must be turned in to the District Office for the months of September and October by November 5th; for the months of November, December, and January by February 5th; for the months of February and March by April 5th; and the months of April, May and June by July 5th of the year in which the overload pay is being requested. Failure to complete the paperwork and have it in by the specified dates will result in a forfeiture of monies owed. Long term substitutes will be eligible for receiving overload pay in lieu of the classroom teacher upon the 21st day in the classroom retroactive to the first day of the assignment. (2012)

- E. Class Size Alignment

Class sizes will be in alignment with above language. The following strategies may be employed to do this:

1. Employ additional teacher(s)
2. Reconfigure classrooms
3. Transfer staff
4. Assign additional students to teachers who have class sizes less than the guidelines in their own grade level, or who agree to accept additional students if at or above guidelines
5. Adjust subject offerings or student schedules
6. Bus students to other schools
7. Modify elementary school boundaries

Before October 1: If an overload situation is not resolved within five (5) school days a new certificated teacher will be hired in order to reduce the overage. (2006)

On or after October 1: a team composed of the affected teacher and two (2) other Association members selected by the Association and three (3) administrators appointed by the Superintendent will decide what option(s) shall be implemented to resolve the overload situation. If agreement cannot be reached the matter will be directed to the school board for resolution. (2015)

F. Split Shifts

Split shifts will not be created unless mutually agreed upon between the employee affected and the District. (2012)

G. Student Support Team

1. Each school shall operate a Student Support Team (SST) comprised of general education teachers, the school principal, and appropriate building level support staff*. This team shall be responsible for assisting in addressing the diverse and complex needs of regular education students. Through the SST employees can seek assistance in meeting the programmatic, academic and behavioral needs of regular education students.

*The team composition and decision-making processes will be determined by the faculty annually.

2. Each SST will be allocated resources to be utilized for addressing the support needs of regular education students who have an exceptional impact on the classroom. The allocation shall be \$6 per October 1 FTE plus an additional \$2,000 for each elementary school, with no carryover allowed. The SST's use of funds may include, but are not limited to the following options:

- a. Additional instructional assistant staffing

- b. Temporary 1:1 student support
- c. "Solution Room" staffing
- d. Additional classroom support
- e. "Remedial Recess" staffing
- f. Additional specialized instructional resources
- g. Specialized training for staff
- h. Consultant fees

H. Special Needs Students

1. Each school building operates a Guidance Team (GT) that handles all concerns with regard to special education students. Teachers are invited and encouraged to attend GT meetings. Through the GT employees can seek assistance in meeting the programmatic, academic and behavioral needs of students with IEPs.
2. The Director of Student Services will share data, discuss, and ask for input from special education staff at each building prior to making staffing determinations. (2012)

I. Non-Instructional Duties

Assignments to non-instructional duties, when occurring, shall be during the regular work day and will be made on an equitable basis district-wide. When possible, these duties will be held to a minimum. Non-certificated staff, when available, will be used to perform non-instructional duties.

J. School Nurse

School Nurse caseload will not exceed 1500 students per 1.0 FTE (headcount).

The district nurse needs to be available to respond to situations in other buildings as needed, thus the support in each building must be appropriate to meet the medical needs of the students in each building when the nurse cannot be there.

Building health rooms will be appropriately and adequately staffed when schools have medically fragile students that require daily medical assistance.

Section 3 - Employee Facilities

- A. The District shall attempt to provide the following facilities and equipment for the use of teacher in each building as funds and space become available:
 1. Space in each classroom to safely store instructional materials and supplies;

2. A work area containing equipment and supplies to aid in the preparation of instructional materials;
 3. A serviceable desk, chair, and filing cabinet in each classroom;
 4. A communication system between classrooms and the main office;
 5. Well lighted and clean restrooms, separate for each sex and separate from student restrooms, if possible; and
 6. A telephone available for faculty use; provided, teachers shall not charge personal long-distance calls on the District's phones.
- B. In order to permit freedom of access both during and after regular school hours, all teachers may be given keys to their classrooms, faculty lounge, work area and outside door of their assigned building as deemed necessary by their principal, consistent with building security needs.
- C. An adequate part of the parking lot at each school will be available for teacher parking.
- D. The District agrees to continue its efforts to provide a proper workroom and eating area for the employed staff in future building programs.

Section 4 - Classroom Visitation

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

- A. Consistent with RCW 28A.605.020, parents shall be assured access to their child's classroom and/or school sponsored activities for the purposes of observing class procedure, teaching material, and class conduct: provided, that such observation shall not disrupt the classroom procedure or learning activity.
- B. All visitors to a school who wish to visit classrooms shall schedule in advance of their visit with the teacher of the affected class. Such visits shall occur at a reasonable and mutually agreeable time. At the request of the teacher, the principal or designee shall attend the visit. It is recognized that there are some circumstances over which the District has no control.

Section 5 - Curriculum, Staff and School Development

A. Definitions

1. Staff Development: Employee-centered efforts that foster continued professional growth. It may be individual, group, or district-wide work.
2. Curriculum: The organization of the content of student learning experiences.

3. Instruction: The delivery of student learning experiences
4. In-Service: Classes offered to employees in staff development, curriculum, instruction, or other aspects of school development or student learning, or for vertical and horizontal collaboration for departments and levels across the District.

B. Purpose

It is recognized that effective staff development and curriculum programs are necessary to provide continuing opportunities for the professional growth of employees and improved instructional programs which maximize student and school development. The District shall budget yearly for staff development funds. Such funds shall be utilized for either separate building programs or district-wide programs

C. Professional Development Needs Assessment

The District will administer to certificated employees a Professional Development Needs Assessment at least every three (3) years.

1. Such Needs Assessment may be accomplished with the assistance of the Association, other State agencies, or colleges and universities. A joint committee shall be formed to assist in the staff Needs Assessment survey and to use its results to prepare recommendations for Professional Development based on identified building and district goals. The committee shall be comprised of three (3) representatives selected by the Association and three (3) representatives selected by the District. Recommendations of the committee shall be presented at Labor Management meetings and shall be given priority consideration in both district- and building-directed professional development.
2. The Association may recommend to the District topics for after-school courses, workshops, conferences, and programs designed to improve the quality of instruction in the implementation of new curriculum.
3. This Needs Assessment does not preclude individual staff members or the Association from presenting Professional Development program suggestions any time.

D. Professional Growth and Development

1. The District shall implement a Professional Development program based upon the staff Needs Assessment survey results and joint Association committee input.
2. There shall be no early release days for teacher Professional Development for the term of this contract.

3. When the District Superintendent or his/her designee requires attendance beyond the contract day, the District will pay to each employee attending at their per diem rate of pay (Appendix A).
4. Any Professional Development opportunities involving regularly scheduled release time shall be announced. Announcements will be of an informational nature and will include task description and deadlines for indication of interest.
5. Employees who volunteer and are selected to be involved in development and/or delivery of Professional Development programs will be provided release time or additional compensation for work beyond their contracted hours at the Extended Teaching Responsibilities Rate (Appendix B).

E. Communication around Professional Development Activities

The one (1) District-directed and three (3) of the Building-directed Professional Development days shall be scheduled on the calendars developed by the calendar committee. The district shall make every effort to inform employees and the association at least 10 days prior to the date of the remaining Building-directed half (.5) day Professional Development opportunity. The District will also make every effort to inform employees and the Association of the following information, at least ten (10) days prior to a district- or building- directed Professional Development workshop.

1. The objectives for the workshop.
2. The process for participant selection, if applicable.
3. Expectations of participants.
4. The time and location of the workshop.

F. Sponsoring of Clock Hours

1. District- and building-directed Professional Development opportunities may carry clock hours, as appropriate. These shall be tracked at the building level and the documentation shall be provided to the employees at the end of the year. It is the employee's responsibility to submit these to the district office for salary advancement, if desired.
2. If an employee wishes to offer additional, voluntary opportunities for professional development to other district employees (training in a technology tool, book studies, etc.), they may apply for free clock hours for themselves and participants following School Board Procedure 5520P.

G. Curriculum

1. All employees who will be responsible for delivering new curriculum programs shall be eligible for appropriate training or professional development around the new curriculum.
2. Employees who volunteer and are selected to be involved in development, evaluation, and/or selection of curricular programs will be provided release time or additional compensation for work beyond their contracted hours at the Extended Teaching Responsibilities Rate (Appendix B).
3. Curriculum Team Meetings: It is recognized that participation of committee members is important to the overall function of the curriculum teams. Thus, team members are encouraged to attend, but are not required when meetings are scheduled during the contract day. (2017)

Section 6 - Building Climate and Decision-Making Survey

- A. Each spring, the District and the Association shall administer a survey of staff perceptions of building climate and decision-making. Prior to the end of the school year, the NMEA building representative shall share in a staff meeting the results of the annual survey. A summary of the results of building survey shall be made available to staff by the NMEA building representative.
- B. The survey instrument will be reviewed each year by the Superintendent and Association President. If it is the determination of both parties that review, and possible revision of the survey should occur a joint committee, which includes two administrators selected by the Superintendent and two certificated staff members selected by the NMEA shall be appointed and charged with the authority to evaluate and modify the instrument.

Section 7 - Student Grades

The District and Association recognize the importance of regular and periodic evaluation of the educational progress of students. These professional conclusions of student educational progress should be clearly communicated to parents, guardians, and other individuals or institutions with a legitimate interest and need to know.

- A. Teachers have the right and responsibility to determine grades and other student evaluations. These determinations shall be based on established district grading philosophy, practices and procedures, as well as the teacher's own standards, in alignment with generally accepted educational practice.

- B. Teacher's grades or other evaluations of a student may not be changed without consultation and consent of the teacher, unless so directed by the School Board.
- C. Should a challenge to a grade or an evaluation occur, the teacher and the challenging party shall meet to discuss the challenged grade or evaluation.
- D. Should the challenging party and the teacher not be in agreement following the aforementioned meeting the challenging party shall have the opportunity for the principal and/or superintendent to mediate the disagreement.
- E. If the parties are still not in agreement the challenge may be brought before the School Board for hearing at which both the challenging party and the teacher have the opportunity to be heard and present their cases. Only after such a hearing may the Board direct a teacher to revise a grade.
- F. In effort to maintain clear communication with parents, guardians and students, individual student grades for 6-12 students will be updated regularly. For students who are failing, parents and guardians will receive direct correspondence by the classroom teacher regarding current standing in course.

Section 8 - Building Budget

- A. The responsibility for the administration of the building budget shall be the principal/program manager.
- B. Each principal/program manager may establish a site-based process to set budget priorities and allocations within the building.
- C. A monthly financial statement accounting for all monies expended for each school building/special services shall be available to all employees upon request to their principal/program manager.

Section 9 - National Board Certification Reimbursement

Employees successfully completing initial certification will be granted \$1,000.00 for reimbursement of fees, while employees successfully completing re-certification will be granted \$500.00 for reimbursement of fees. (2018)

Section 10 - Professional Certification

All certificated employees are required to keep their credentials and certificates up to date and on file at the District Office. (2017)

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1 - Purpose

The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances of individual or groups of employees of the District. It is recognized that employees may find a situation which is unsatisfactory and therefore need a standardized method of resolving conflict. In all cases, it is understood that all parties involved in the grievance will work toward a just and amicable settlement at the lowest possible level of this procedure. The Association and the District agree that informal meetings between the employee(s) and employer and/or labor management meetings may be appropriate first steps toward conflict resolution before employing the formal grievance procedure. (2011)

Section 2 - Definitions

- A. A grievant shall mean a bargaining unit member or group of bargaining unit members or the Association.
- B. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any term or provision of this Agreement or School District Policy. (2011)
- C. Days shall mean employee workdays. At any time that school is not in session, days shall mean calendar days excluding weekends.

Section 3 - Time Limits

Failure of either party to comply with the time limits set forth will serve to declare the grievance as settled based upon the last request made or last answer provided. The purpose of the time limits is to promote expeditious and amicable conflict resolution and shall be strictly observed unless extended in writing by mutual agreement.

Section 4 - Employee Rights to Representation

- A. A grievant has the right to be accompanied by the Association at all steps of the grievance procedure. However, the individual employee with the complaint has the right and is encouraged to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement.
- B. If the Association finds that a grievance affects a group of employees or the Association, the Association may submit such grievance in writing to the Superintendent directly, and the

process will begin at Level II. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Step II.

Section 5 - Procedure

The Association and the District agree that conflict resolution is best achieved at the lowest possible level and therefore encourage employees to make every effort to first resolve conflict through informal communications with the immediately involved supervisor. If, however, the employee chooses to invoke the formal grievance procedure, no reprisals of any kind will be taken by the District because of his/her participation in the grievance procedure. (2005)

A. Step 1

The grievant shall discuss the grievance first with the immediate supervisor in an informal manner. Every effort shall be made to resolve the grievance at this level. In the event that the grievant(s) is(are) not satisfied with the disposition of the grievance through informal discussion the grievant(s) shall reduce their complaint to writing on the approved form (Appendix E) and deliver it to the immediate supervisor within five days of the informal conference. The supervisor shall provide the grievant (s) with a written disposition of the grievance within five (5) days of the receipt of the approved form. This meeting must take place within twenty-five (25) calendar days following the knowledge of the act or condition which is the basis of the complaint. (2005)

B. Step 2

If the grievant and/or the Association are not satisfied with the disposition of the grievance at Step 1, then the grievance may be referred to the Superintendent or his/her designee. The Superintendent shall arrange for a hearing with the grievant and the Association within five (5) days of receipt of the appeal. At this time the grievant and/or the Association will have the right to include and present any witnesses or evidence deemed necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days to provide his/her written decision with reasons to the grievant and the Association.

C. Step 3

If the grievant and/or the Association are not satisfied with the disposition of the grievance at Step 2, then the grievance may be referred to the School Board. The Board shall arrange for a hearing with the grievant and the Association within five (5) days of the receipt of the appeal. The grievant and/or the Association will have the right to include the present and witnesses or evidence deemed necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the School Board will have five (5) days to provide its written decision with reasons to the grievant and the Association.

D. Step 4

1. If the grievant and/or Association is not satisfied with the disposition of the grievance at Step 3, then the grievance may be referred to mediation by mutual consent of the Association and the District. If mediation is not chosen as an option, then the grievance will proceed to Step 5, Binding Arbitration.
2. If mediation is to occur, the District and the Association must mutually agree in writing to this option within five (5) days of the conclusion of Step 3. Mediators may be any person mutually agreed to by the Association and the District (such as retired judges, PERC officials, officials from FMCS, or AAA mediators).
3. Proceedings before the mediator shall be informal in nature. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her and will allow all witnesses and evidence to be presented. No formal transcript or record of the mediation conference shall be made.
4. The fees and expenses of the mediation procedure shall be shared equally by the parties. (2005)

E. Step 5 - Binding Arbitration

1. All parties agree to make a good faith effort to resolve conflicts at the lowest level possible. However, binding arbitration may be used if successful resolution to the issue(s) has not previously been reached.
2. The parties agree to use the expedited rules of the American Arbitration Association as modified by the terms of this procedure.
3. The arbitrator shall be chosen by the Superintendent and the Association by striking names from the panel of names provided by AAA. A coin toss will determine whether the District or Association gets the first strike. The arbitrator whose name remains on the list shall serve for that grievance. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which the arbitrator is to be selected.
4. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not previously disclosed to the other party within five working days of the scheduled arbitration.
5. The arbitrator selected will confer with the representatives of the Superintendent, the grievant and/or his/her representative. He/she shall hold any hearings promptly and will issue his/her decision not later than twenty (20) calendar days from the date of the close

of any hearing; or if oral hearings have been waived and the parties choose to submit their cases in written form, then from the date these documents are submitted to him/her. The arbitrator's decision will be issued in a written report including his/her findings of fact, reasonings and conclusions, and any basis in law, for his/her decision. This report will be submitted to the District and the Association within twenty (20) calendar days after the final hearing. The arbitrator does not have the power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the grievant and/or his/her representative and will be final and binding upon the parties.

6. The costs for the services of the arbitrator will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

No reprisals of any kind will be taken by the School Board or school administration against any employee because of his/her participation in the grievance procedure.

The School Board and school administration will cooperate with the Association in its investigation of any grievance and will furnish the Association any information that is requested for the processing of any grievance. (2005)

ARTICLE VIII - DURATION

Section 1 - No Strike, No Lockout

The Association hereby agrees that during the life of this Agreement it will not cause, authorize, condone, sanction, or take part in any strike, walkout, work stoppage, or work slowdown. There will be no lockout of employees in the bargaining unit by the District as a consequence of any dispute arising during the period of this Agreement.

Section 2 - Embodiment

- A. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.
- B. Each party agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not referred to, covered, or not settled during the course of negotiations for this Agreement.

Section 3 - Duration

- A. This Agreement shall become effective upon ratification and signing by the parties. It shall continue in full force and effect until the 31st day of August 2021.

It is agreed that the Association shall vote first upon ratification, followed by the Board.

Increases in the certificated employee salary schedule (Appendix A) shall become effective on September 1 of each year. The District's insurance contribution shall become effective in accordance with the provisions of Article III, Section 8, Insurance Benefits.

- B. Reopeners
 - 1. Midterm: This Agreement may be reopened for amendment(s) at any time by mutual written agreement of the parties. Agreements reached through such amendment(s) shall be reduced to writing and shall be attached to and become a part of this Agreement upon ratification by the parties.
 - 2. Either party may request that this Agreement be reopened to negotiate any three (3) specific sections of this Agreement (which may include compensation as one of the three specific issues) designated by each party and any other mutually agreeable items. Either party shall notify the other in writing no later than April 1st annually if it desires to reopen the Agreement. In the event such notice is given, negotiations shall begin no later than May 1st.

In witness hereof, the parties hereto have entered into this agreement this 24th day of September, 2021.

For the Association:



President

For the District:



Superintendent

APPENDIX A – CERTIFICATED SALARY SCHEDULE – 2021-2023

2021-22 Pay Scale

Nine Mile Falls School District							
Years of Service	Salary	BA+0	BA+45	BA+90	MA+0	MA+45	MA + 90 or PHD
0	Base (180)	\$ 43,936	\$ 48,264	\$ 52,236	\$ 52,236	\$ 57,722	\$ 60,371
	PD Per Diem	\$ 1,220.44	\$ 1,340.66	\$ 1,451.01	\$ 1,451.01	\$ 1,603.40	\$ 1,676.98
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 45,456	\$ 49,904	\$ 53,987	\$ 53,987	\$ 59,626	\$ 62,348
1	Base (180)	\$ 44,794	\$ 48,833	\$ 52,985	\$ 52,985	\$ 58,375	\$ 61,004
	PD Per Diem	\$ 1,244.27	\$ 1,356.48	\$ 1,471.81	\$ 1,471.81	\$ 1,621.53	\$ 1,694.55
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 46,338	\$ 50,490	\$ 54,757	\$ 54,757	\$ 60,297	\$ 62,998
2	Base (180)	\$ 45,651	\$ 49,547	\$ 53,687	\$ 53,687	\$ 58,974	\$ 61,635
	PD Per Diem	\$ 1,268.07	\$ 1,376.31	\$ 1,491.30	\$ 1,491.30	\$ 1,638.16	\$ 1,712.09
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 47,219	\$ 51,223	\$ 55,478	\$ 55,478	\$ 60,912	\$ 63,647
3	Base (180)	\$ 46,508	\$ 50,223	\$ 54,354	\$ 54,354	\$ 59,544	\$ 62,270
	PD Per Diem	\$ 1,291.88	\$ 1,395.08	\$ 1,509.84	\$ 1,509.84	\$ 1,654.01	\$ 1,729.71
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 48,099	\$ 51,918	\$ 56,164	\$ 56,164	\$ 61,498	\$ 64,299
4	Base (180)	\$ 47,366	\$ 50,929	\$ 54,818	\$ 54,818	\$ 60,181	\$ 62,926
	PD Per Diem	\$ 1,315.71	\$ 1,414.71	\$ 1,522.71	\$ 1,522.71	\$ 1,671.69	\$ 1,747.94
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 48,981	\$ 52,644	\$ 56,640	\$ 56,640	\$ 62,153	\$ 64,974
5	Base (180)	\$ 48,330	\$ 51,645	\$ 55,518	\$ 55,518	\$ 60,786	\$ 63,449
	PD Per Diem	\$ 1,342.49	\$ 1,434.59	\$ 1,542.17	\$ 1,542.17	\$ 1,688.51	\$ 1,762.47
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 49,972	\$ 53,380	\$ 57,360	\$ 57,360	\$ 62,775	\$ 65,512
6	Base (180)	\$ 48,437	\$ 52,104	\$ 56,225	\$ 56,225	\$ 61,399	\$ 64,077
	PD Per Diem	\$ 1,345.47	\$ 1,447.32	\$ 1,561.79	\$ 1,561.79	\$ 1,705.54	\$ 1,779.93
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 50,082	\$ 53,851	\$ 58,086	\$ 58,086	\$ 63,405	\$ 66,157
7	Base (180)	\$ 48,651	\$ 53,338	\$ 57,518	\$ 57,518	\$ 62,512	\$ 65,404
	PD Per Diem	\$ 1,351.42	\$ 1,481.60	\$ 1,597.73	\$ 1,597.73	\$ 1,736.44	\$ 1,816.78
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 50,302	\$ 55,119	\$ 59,416	\$ 59,416	\$ 64,548	\$ 67,521
8	Base (180)	\$ 50,366	\$ 55,208	\$ 59,446	\$ 59,446	\$ 64,438	\$ 67,435
	PD Per Diem	\$ 1,399.05	\$ 1,533.56	\$ 1,651.29	\$ 1,651.29	\$ 1,789.94	\$ 1,873.20
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 52,065	\$ 57,042	\$ 61,398	\$ 61,398	\$ 66,528	\$ 69,608
9	Base (180)	\$ 50,366	\$ 57,098	\$ 61,301	\$ 61,301	\$ 66,428	\$ 69,528
	PD Per Diem	\$ 1,399.05	\$ 1,586.06	\$ 1,702.82	\$ 1,702.82	\$ 1,845.22	\$ 1,931.34
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 52,065	\$ 58,984	\$ 63,304	\$ 63,304	\$ 68,573	\$ 71,759
10	Base (180)	\$ 50,366	\$ 59,086	\$ 63,346	\$ 63,346	\$ 68,473	\$ 71,541
	PD Per Diem	\$ 1,399.05	\$ 1,641.28	\$ 1,759.61	\$ 1,759.61	\$ 1,902.04	\$ 1,987.24
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 52,065	\$ 61,027	\$ 65,406	\$ 65,406	\$ 70,675	\$ 73,828

11	Base (180)	\$ 50,368	\$ 61,131	\$ 65,486	\$ 65,486	\$ 70,615	\$ 73,745
	PO Per Diem	\$ 1,399.05	\$ 1,698.07	\$ 1,819.07	\$ 1,819.07	\$ 1,961.52	\$ 2,048.47
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 52,065	\$ 63,129	\$ 67,605	\$ 67,605	\$ 72,876	\$ 76,093
12	Base (180)	\$ 50,368	\$ 62,976	\$ 67,552	\$ 67,552	\$ 72,678	\$ 76,043
	PO Per Diem	\$ 1,399.05	\$ 1,749.34	\$ 1,876.43	\$ 1,876.43	\$ 2,018.83	\$ 2,112.30
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 52,065	\$ 65,026	\$ 69,728	\$ 69,728	\$ 74,997	\$ 78,455
13	Base (180)	\$ 50,368	\$ 62,976	\$ 69,804	\$ 69,804	\$ 74,929	\$ 78,126
	PO Per Diem	\$ 1,399.05	\$ 1,749.34	\$ 1,939.00	\$ 1,939.00	\$ 2,081.37	\$ 2,170.15
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 52,065	\$ 65,026	\$ 72,043	\$ 72,043	\$ 77,311	\$ 80,596
14	Base (180)	\$ 50,368	\$ 62,976	\$ 72,066	\$ 72,066	\$ 77,075	\$ 80,568
	PO Per Diem	\$ 1,399.05	\$ 1,749.34	\$ 2,001.83	\$ 2,001.83	\$ 2,140.97	\$ 2,237.99
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 52,065	\$ 65,026	\$ 74,368	\$ 74,368	\$ 79,516	\$ 83,106
15	Base (180)	\$ 50,368	\$ 62,976	\$ 73,990	\$ 73,990	\$ 79,120	\$ 82,705
	PO Per Diem	\$ 1,399.05	\$ 1,749.34	\$ 2,055.28	\$ 2,055.28	\$ 2,197.79	\$ 2,297.36
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 52,065	\$ 65,026	\$ 76,345	\$ 76,345	\$ 81,618	\$ 85,302
16 +	Base (180)	\$ 50,368	\$ 62,976	\$ 77,163	\$ 77,163	\$ 82,776	\$ 86,510
	PO Per Diem	\$ 1,399.05	\$ 1,749.34	\$ 2,143.43	\$ 2,143.43	\$ 2,299.33	\$ 2,403.05
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 52,065	\$ 65,026	\$ 79,607	\$ 79,607	\$ 85,375	\$ 89,213

2021-22 Daily Per Diem Schedule

Years of Service	BA+0	BA+45	BA+90	MA+0	MA+45	MA +90 or PHD
0	\$ 244.09	\$ 268.13	\$ 290.20	\$ 290.20	\$ 320.68	\$ 335.40
1	\$ 248.85	\$ 271.30	\$ 294.36	\$ 294.36	\$ 324.31	\$ 338.91
2	\$ 253.61	\$ 275.26	\$ 298.26	\$ 298.26	\$ 327.63	\$ 342.42
3	\$ 258.38	\$ 279.02	\$ 301.97	\$ 301.97	\$ 330.80	\$ 345.94
4	\$ 263.14	\$ 282.94	\$ 304.54	\$ 304.54	\$ 334.34	\$ 349.59
5	\$ 268.50	\$ 286.92	\$ 308.43	\$ 308.43	\$ 337.70	\$ 352.49
6	\$ 269.09	\$ 289.46	\$ 312.36	\$ 312.36	\$ 341.11	\$ 355.99
7	\$ 270.28	\$ 296.32	\$ 319.55	\$ 319.55	\$ 347.29	\$ 363.36
8	\$ 279.81	\$ 306.71	\$ 330.26	\$ 330.26	\$ 357.99	\$ 374.64
9	\$ 279.81	\$ 317.21	\$ 340.56	\$ 340.56	\$ 369.04	\$ 386.27
10	\$ 279.81	\$ 328.26	\$ 351.92	\$ 351.92	\$ 380.41	\$ 397.45
11	\$ 279.81	\$ 339.61	\$ 363.81	\$ 363.81	\$ 392.30	\$ 409.69
12	\$ 279.81	\$ 349.87	\$ 375.29	\$ 375.29	\$ 403.77	\$ 422.46
13	\$ 279.81	\$ 349.87	\$ 387.80	\$ 387.80	\$ 416.27	\$ 434.03
14	\$ 279.81	\$ 349.87	\$ 400.37	\$ 400.37	\$ 428.19	\$ 447.60
15	\$ 279.81	\$ 349.87	\$ 411.06	\$ 411.06	\$ 439.56	\$ 459.47
16	\$ 279.81	\$ 349.87	\$ 428.69	\$ 428.69	\$ 459.87	\$ 480.61

2022-23 Pay Scale

Nine Mile Falls School District							
Years of Service	Salary	BA+0	BA+45	BA+90	MA+0	MA+45	MA + 90 or PHD
0	Base (180)	\$ 45,693	\$ 50,194	\$ 54,326	\$ 54,326	\$ 60,031	\$ 62,786
	PD Per Diem	\$ 1,289.25	\$ 1,394.29	\$ 1,509.05	\$ 1,509.05	\$ 1,687.53	\$ 1,744.08
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 47,262	\$ 51,889	\$ 56,135	\$ 56,135	\$ 61,999	\$ 64,830
1	Base (180)	\$ 46,585	\$ 50,787	\$ 55,105	\$ 55,105	\$ 60,710	\$ 63,444
	PD Per Diem	\$ 1,294.04	\$ 1,410.74	\$ 1,530.69	\$ 1,530.69	\$ 1,688.40	\$ 1,762.33
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 48,179	\$ 52,497	\$ 56,935	\$ 56,935	\$ 62,697	\$ 65,506
2	Base (180)	\$ 47,477	\$ 51,529	\$ 55,834	\$ 55,834	\$ 61,333	\$ 64,101
	PD Per Diem	\$ 1,318.80	\$ 1,431.36	\$ 1,550.95	\$ 1,550.95	\$ 1,703.68	\$ 1,780.57
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 49,095	\$ 53,260	\$ 57,685	\$ 57,685	\$ 63,336	\$ 66,181
3	Base (180)	\$ 48,368	\$ 52,232	\$ 56,528	\$ 56,528	\$ 61,926	\$ 64,760
	PD Per Diem	\$ 1,343.55	\$ 1,450.88	\$ 1,570.23	\$ 1,570.23	\$ 1,720.17	\$ 1,798.90
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 50,011	\$ 53,983	\$ 58,399	\$ 58,399	\$ 63,946	\$ 66,859
4	Base (180)	\$ 49,260	\$ 52,967	\$ 57,010	\$ 57,010	\$ 62,588	\$ 65,443
	PD Per Diem	\$ 1,368.34	\$ 1,471.29	\$ 1,583.62	\$ 1,583.62	\$ 1,738.56	\$ 1,817.86
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 50,929	\$ 54,738	\$ 58,894	\$ 58,894	\$ 64,627	\$ 67,561
5	Base (180)	\$ 50,263	\$ 53,711	\$ 57,739	\$ 57,739	\$ 63,218	\$ 65,987
	PD Per Diem	\$ 1,396.19	\$ 1,491.97	\$ 1,603.85	\$ 1,603.85	\$ 1,756.05	\$ 1,832.97
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 51,959	\$ 55,503	\$ 59,643	\$ 59,643	\$ 65,274	\$ 68,120
6	Base (180)	\$ 50,374	\$ 54,188	\$ 58,474	\$ 58,474	\$ 63,855	\$ 66,640
	PD Per Diem	\$ 1,399.28	\$ 1,505.21	\$ 1,624.27	\$ 1,624.27	\$ 1,773.76	\$ 1,851.12
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 52,074	\$ 55,993	\$ 60,398	\$ 60,398	\$ 65,929	\$ 68,792
7	Base (180)	\$ 50,597	\$ 55,471	\$ 59,819	\$ 59,819	\$ 65,012	\$ 68,020
	PD Per Diem	\$ 1,405.47	\$ 1,540.88	\$ 1,681.64	\$ 1,681.64	\$ 1,805.89	\$ 1,889.45
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 52,303	\$ 57,312	\$ 61,781	\$ 61,781	\$ 67,118	\$ 70,210
8	Base (180)	\$ 52,381	\$ 57,416	\$ 61,824	\$ 61,824	\$ 67,015	\$ 70,133
	PD Per Diem	\$ 1,455.02	\$ 1,594.90	\$ 1,717.34	\$ 1,717.34	\$ 1,881.54	\$ 1,948.13
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 54,136	\$ 59,311	\$ 63,842	\$ 63,842	\$ 69,177	\$ 72,381
9	Base (180)	\$ 52,381	\$ 59,382	\$ 63,754	\$ 63,754	\$ 69,085	\$ 72,309
	PD Per Diem	\$ 1,455.02	\$ 1,649.50	\$ 1,770.93	\$ 1,770.93	\$ 1,919.03	\$ 2,008.59
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 54,136	\$ 61,331	\$ 65,824	\$ 65,824	\$ 71,304	\$ 74,618
10	Base (180)	\$ 52,381	\$ 61,449	\$ 65,880	\$ 65,880	\$ 71,212	\$ 74,402
	PD Per Diem	\$ 1,455.02	\$ 1,706.93	\$ 1,830.00	\$ 1,830.00	\$ 1,978.12	\$ 2,066.73
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 54,136	\$ 63,456	\$ 68,010	\$ 68,010	\$ 73,490	\$ 76,769

11	Base (180)	\$ 52,381	\$ 63,576	\$ 68,106	\$ 68,106	\$ 73,439	\$ 76,695
	PD Per Diem	\$ 1,455.02	\$ 1,765.99	\$ 1,891.83	\$ 1,891.83	\$ 2,039.98	\$ 2,130.41
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 54,136	\$ 65,642	\$ 70,298	\$ 70,298	\$ 75,779	\$ 79,125
12	Base (180)	\$ 52,381	\$ 65,495	\$ 70,254	\$ 70,254	\$ 75,585	\$ 79,085
	PD Per Diem	\$ 1,455.02	\$ 1,819.31	\$ 1,951.49	\$ 1,951.49	\$ 2,099.58	\$ 2,198.79
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 54,136	\$ 67,615	\$ 72,505	\$ 72,505	\$ 77,985	\$ 81,581
13	Base (180)	\$ 52,381	\$ 65,495	\$ 72,596	\$ 72,596	\$ 77,927	\$ 81,251
	PD Per Diem	\$ 1,455.02	\$ 1,819.31	\$ 2,016.56	\$ 2,016.56	\$ 2,164.63	\$ 2,256.96
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 54,136	\$ 67,615	\$ 74,913	\$ 74,913	\$ 80,391	\$ 83,807
14	Base (180)	\$ 52,381	\$ 65,495	\$ 74,949	\$ 74,949	\$ 80,158	\$ 83,790
	PD Per Diem	\$ 1,455.02	\$ 1,819.31	\$ 2,081.91	\$ 2,081.91	\$ 2,226.61	\$ 2,327.51
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 54,136	\$ 67,615	\$ 77,331	\$ 77,331	\$ 82,685	\$ 86,418
15	Base (180)	\$ 52,381	\$ 65,495	\$ 76,950	\$ 76,950	\$ 82,285	\$ 86,013
	PD Per Diem	\$ 1,455.02	\$ 1,819.31	\$ 2,137.49	\$ 2,137.49	\$ 2,285.70	\$ 2,389.25
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 54,136	\$ 67,615	\$ 79,387	\$ 79,387	\$ 84,871	\$ 88,702
16 +	Base (180)	\$ 52,381	\$ 65,495	\$ 80,250	\$ 80,250	\$ 86,087	\$ 89,970
	PD Per Diem	\$ 1,455.02	\$ 1,819.31	\$ 2,229.17	\$ 2,229.17	\$ 2,391.31	\$ 2,499.17
	Supply	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total	\$ 54,136	\$ 67,615	\$ 82,779	\$ 82,779	\$ 88,778	\$ 92,769

2022-23 Daily Per Diem Schedule

Years of Service	BA+0	BA+45	BA+90	MA+0	MA+45	MA + 90 or PHD
0	\$ 253.85	\$ 278.86	\$ 301.81	\$ 301.81	\$ 333.51	\$ 348.81
1	\$ 258.81	\$ 282.15	\$ 306.14	\$ 306.14	\$ 337.28	\$ 352.47
2	\$ 263.76	\$ 286.27	\$ 310.19	\$ 310.19	\$ 340.74	\$ 356.11
3	\$ 268.71	\$ 290.18	\$ 314.05	\$ 314.05	\$ 344.03	\$ 359.78
4	\$ 273.67	\$ 294.26	\$ 316.72	\$ 316.72	\$ 347.71	\$ 363.57
5	\$ 279.24	\$ 298.39	\$ 320.77	\$ 320.77	\$ 351.21	\$ 366.59
6	\$ 279.86	\$ 301.04	\$ 324.85	\$ 324.85	\$ 354.75	\$ 370.22
7	\$ 281.09	\$ 308.17	\$ 332.33	\$ 332.33	\$ 361.18	\$ 377.89
8	\$ 291.00	\$ 318.98	\$ 343.47	\$ 343.47	\$ 372.31	\$ 389.63
9	\$ 291.00	\$ 329.90	\$ 354.19	\$ 354.19	\$ 383.81	\$ 401.72
10	\$ 291.00	\$ 341.39	\$ 366.00	\$ 366.00	\$ 395.62	\$ 413.35
11	\$ 291.00	\$ 353.20	\$ 378.37	\$ 378.37	\$ 408.00	\$ 426.08
12	\$ 291.00	\$ 363.86	\$ 390.30	\$ 390.30	\$ 419.92	\$ 439.36
13	\$ 291.00	\$ 363.86	\$ 403.31	\$ 403.31	\$ 432.93	\$ 451.39
14	\$ 291.00	\$ 363.86	\$ 416.38	\$ 416.38	\$ 445.32	\$ 465.50
15	\$ 291.00	\$ 363.86	\$ 427.50	\$ 427.50	\$ 457.14	\$ 477.85
16	\$ 291.00	\$ 363.86	\$ 445.83	\$ 445.83	\$ 478.26	\$ 499.83

APPENDIX B - EXTRACURRICULAR SALARY

ACTIVITIES	YRS. of Experience at 9-mile			
Lakeside High School	0	2	4	6
Annual Advisor	10	11	12	13
ASB Advisor	9	10	11	12
Band Director	11	12	13	14
Club Advisor	2	2	2	2
DECA Advisor [†]	3	3.5	4	4.5
SIP Team	3	3	3	3
Drama Advisor	4	4.5	5	5.5
Honor Society	2	2.5	3	3.5
Knowledge Bowl	2	2.5	3	3.5
Math Team	2	2.5	3	3.5
Vocal Music	5	5.5	6	6.5
Testing Coordinator	2	2	2	2
Class Advisors				
9 th Grade	1	1	1	1
10 th Grade	2	2	2	2
11 th Grade	3	3	3	3
12 th Grade	4	4	4	4
Lakeside Middle School				
ASB Advisor	3	3.5	4	4.5
6 th -8 th Grade Band Director	6.5	7	7.5	8
SIP Team	3	3	3	3
Annual Advisor	4	4.5	5	5.5
Club Advisor	2	2	2	2
Vocal Music	3.5	4	4.5	5
Elementary Schools				
5th Grade Band Director*	4	4.5	5	5.5
Vocal Music	2	2.5	3	3.5
SIP Team	3	3	3	3
ASB Advisor	2	2.5	3	3.5
District - Wide				
Site Technology Coordinators	5	5	5	5
District-Wide Curriculum Team Leader	3.5	3.5	3.5	3.5
Extended Teaching Responsibilities Hourly Rate	.00072 x BA/0			

Additional duties beyond the regular work day may be paid at the Extended Teaching Responsibilities rate or at the regular per Per Diem rate. This shall be determined by the nature of the duties (voluntary vs. required) and approved in advance by the district, upon request of the administrator.

Extracurricular Pay Schedule: Pay rate above is a percentage of the base salary at BA/0 on the Salary Schedule (Appendix A). All supplemental contracts are paid based on hours of work beyond the teacher's contract day and/or work completed outside of an employee's regular certificated job duties. In order for a club advisor to be paid a supplemental contract, the club must be approved by the ASB, Principal, Superintendent, and Board of Directors. (2018)

*This is the total rate for all elementary schools.

† DECA Club shall be eligible for an assistant club advisor to be paid at standard club advisor rate (2% of base) when the number of qualified participants exceeds 25 students. Club membership shall be measured by the principal on October 1 and February 1. Pay for the assistant club advisor shall be prorated.

APPENDIX C - 2021-2022 SCHOOL CALENDAR

NINE MILE FALLS SCHOOL DISTRICT 325



NINE MILE FALLS SCHOOL DISTRICT
www.9mile.org

2021-22 SCHOOL CALENDAR

Significant Dates

September

- 6 Labor Day Holiday
- 7 First Day of School
- 7 Kindergarten Begins

October

- 8 Professional Development

November

- 11 Veteran's Day Holiday Observed
- TBD Conferences
- 25-26 Thanksgiving Holiday

December

- 20-31 Winter Break

January

- 3 School Resumes
- 17 Martin Luther King Jr. Holiday

February

- 21 Presidents' Day Holiday

March

- 11 Snow Makeup Day (No school unless needed for snow makeup.)
- TBD Conferences

April

- 4-8 Spring Break

May

- 27 Snow Makeup Day (No school unless needed for snow makeup.)
- 30 Memorial Day Holiday

June

- 17 Last Day of School – Early Release All Schools

Graduation TBD

40-MIN, Late Start Thursdays begin on _____ and continue throughout the year except on _____ and _____ (half days.)

SEPT (18)				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

FEBRUARY (19)				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

OCTOBER (20)				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

MARCH (22)				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

NOVEMBER (19)				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

APRIL (16)				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

DECEMBER (13)				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

MAY (20)				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

JANUARY (20)				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

JUNE (13)				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DISTRICT 340.4300 LHS 340.4200 LMS 340.4100 LSE 340.4040 NMFE 340.4010
 Snow // Crisis // Information Line 340-4321

APPENDIX D - PERFORMANCE EVALUATION REPORT FOR CERTIFICATED SUPPORT PERSONNEL
NINE MILE FALLS SCHOOL DISTRICT #325

NAME	(Last)	(First)	(Middle)	DATE
				Type of Evaluation: _____ Annual _____ 90-Day _____ Other
SCHOOL/LOCATION	ASSIGNMENT			

Professional Preparation and Scholarship	_____	Handling of Student Discipline and Attendant Problems	_____
Knowledge of Subject Matter	_____	Interest in Teaching Pupils	_____
Instructional Skill	_____	Effort Toward Improvement When Needed	_____
Classroom Management	_____	Personal & Professional Characteristics	_____

OVERALL PROFESSIONAL APPRAISAL:	Satisfactory Requires Improvement Unsatisfactory
---------------------------------	--

SUPERVISOR COMMENTS

Supervisor(s) _____ Date _____

(Signature)

Title(s) _____

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

_____ I do not desire a meeting to discuss this evaluation.

Date_____ Teacher Signature_____

S = Satisfactory

R = Requires Improvement

U = Unsatisfactory

N = Not Observed or
Not Applicable

The "R" and "U" ratings require specific comments and documentation. Give examples of exemplary performance if applicable.

PROFESSIONAL PREPARATION AND SCHOLARSHIP

_____ A. Possesses academic background appropriate to the subject area or grade level, and is current in that subject area or grade level.

Comments:

KNOWLEDGE OF SUBJECT MATTER

_____ A. Demonstrates competence in subject matter or grade level.

Comments:

INTEREST IN TEACHING PUPILS

- _____ A. Strives to develop rapport with the student as an individual.
- _____ B. Deals with personal information and communication in an ethical manner.
- _____ C. Evaluates individual student progress regularly and maintains records for report card and/or parent conferences.
- _____ D. Provides guidance and assistance for students.

Comments:

EFFORT TOWARD IMPROVEMENT WHEN NEEDED

- _____ A. Is responsive to supervision and constructive criticism.
- _____ B. Endeavors to implement improvement.
- _____ C. Has plan for evaluation of own work and initiates efforts to improve.

Comments:

INSTRUCTIONAL SKILLS

- _____ A. Utilizes teaching techniques which:
1. Make provisions for difference in ability among students;
 2. Provides for the previous knowledge, abilities, and interests of the class;
 3. Makes effective use of instruction equipment, materials, and resource personnel;
 4. Provides a variety of activities in keeping with the maturity and attention span of the students;
 5. Implements lesson plans but permits flexibility.
- _____ B. Gives explanations, assignments, and directions clearly.
- _____ C. Makes appropriate assignments.
- _____ D. Strives to motivate students by making lessons interesting and challenging.
- _____ E. Strives to help students to develop acceptable work habits and study skills.
- _____ F. Evaluates lessons and units of study by assessing student achievement.
- _____ G. Establishes immediate and long-range instructional objectives.
- _____ H. Prepares written plans to meet instructional objectives.
- _____ I. Plans for continuing evaluation in lessons and units and utilizes the results in planning subsequent lessons.

Comments:

PERSONAL AND PROFESSIONAL CHARACTERISTICS

- _____ A. Maintains an appearance that does not detract from the educational process.
- _____ B. Exhibits sound health and energy.
- _____ C. Exhibits self-control, mature behavior, and judgment.
- _____ D. Exhibits flexibility.
- _____ E. Exhibits proper command and use of language skills.
- _____ F. Is willing to make decisions and accept responsibility for those decisions.
- _____ G. Demonstrates cooperative attitudes towards the acceptance of school responsibilities.

Comments:

CLASSROOM MANAGEMENT

- _____ A. Selects and prepares equipment and materials in advance of lesson.
- _____ B. Maintains orderly, attractive, and stimulating classroom environment and atmosphere, within the limits of the facilities and materials available.
- _____ C. Provides plans for a substitute teacher.
- _____ D. Considers abilities, interests, and present performance levels of students in planning.
- _____ E. Is consistently prompt and accurate with reports.
- _____ F. Communicates effectively with parents.

Comments:

HANDLING OF STUDENT DISCIPLINE AND ATTENDANCE PROBLEMS

- _____ A. Establishes and maintains order and discipline in the classroom including:

1. Quiet when appropriate;
2. Attention to the teacher when instruction is being given; and
3. Students conforming to established rules.

- _____ B. Shows consistency and fairness in dealing with student behavior.
- _____ C. Disciplines students in a firm but controlled manner.
- _____ D. Encourages students to develop courtesy, self-control, respect and responsibility.
- _____ E. Enlists the assistance of counselors, vice-principal, principal, and other supportive personnel when appropriate.
- _____ F. Assists in maintaining control and enforcing rules throughout the school.

Comments:

**APPENDIX D-1 - PERFORMANCE EVALUATION REPORT FOR CERTIFICATED SUPPORT
PERSONNEL: SHORT FORM
NINE MILE FALLS SCHOOL DISTRICT #325**

Name (Last, First, Middle)

Date

School/Location

Assignment

Evaluation Period

Evaluation Criteria:

Professional Preparation and Scholarship		Handling of Student Discipline and Attendant Problems	
Knowledge of Subject Matter		Interest in Teaching Pupils	
Instructional Skill		Effort toward Improvement when Needed	
Classroom Management		Personal & Professional Characteristics	

OVERALL PROFESSIONAL APPRAISAL:

Satisfactory_____

Requires Improvement_____

SUPERVISOR COMMENTS:

Supervisor(s)_____

(Signature)

Date: _____

Title(s)_____

Employee_____

Date: _____

**APPENDIX E - GRIEVANCE REPORT FORM
NINE MILE FALLS SCHOOL DISTRICT #325**

Grievance # _____

Distribution of Form: Immediate Supervisor
 Association
 Grievant
 Personnel Office

_____	_____	_____	_____
Name of Grievant	Work Site	Assignment	Date Filed

Step 1

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance and Section of Contract violated _____

2. Relief Sought _____

_____	_____
Signature of Grievant	Date

C. Date of Grievance Meeting _____

D. Step 1 - Administrator Response (decision and reasons) _____

_____	_____
Signature of Supervisor	Date

If additional space is needed, attach an additional sheet.

E. Association Response to Step 1 _____

Signature

Date

Step 2

A. Date Received by Superintendent _____

B. Date of Grievance Meeting _____

C. Step 2 - Superintendent Response (decision and reasons) _____

Signature

Date

D. Association Response to Step 2 _____

Signature

Date

A. Date Received by Board Chair _____

B. Date of Grievance Meeting _____

C. Step 3 - Board Response (decision and reasons) _____

Signature

Date

D. Association Response to Step 3 _____

Signature

Date

Arbitration

A. Date Submitted to Arbitration _____

B. Response and Award of Arbitrator _____

APPENDIX F - CERTIFICATED ABSENCE REPORT

This form is to be used to request and record leave for certain activities. Leave is not granted until the form is signed by the building principal or administrator and form is returned to the employee. *Leave must be requested at least two days prior to date of leave.*

TO BE FILLED OUT BY THE EMPLOYEE

NAME _____ BUILDING _____

LEAVE LENGTH-FULL DAY _____ HALF DAY _____

LEAVE DATE(S) _____

SUBSTITUTE NEEDED ____ YES ____ NO

TYPE OF LEAVE REQUESTED:

____ ADOPTION

____ ANNUAL LEAVE

____ ASSOCIATION LEAVE

____ ATHLETICS SPORT _____

____ BEREAVEMENT*

* Bereavement may be granted with less than two days notice.

____ BLDG-COMMITTEE/MEETING TYPE _____

____ BLDG-STAFF DEVELOPMENT CLASS OR SUBJECT _____

____ DISTRICT-COMMITTEE/MEETING TYPE _____

____ DISTRICT-STAFF DEVELOPMENT TYPE _____

____ EXTRA-CURRICULAR ACTIVITY _____

____ JURY DUTY

____ LEAVE WITHOUT PAY

____ MATERNITY/PATERNITY

EMPLOYEE SIGNATURE _____ DATE _____

ADMINISTRATOR APPROVAL _____ DATE _____

**APPENDIX G - CERTIFICATED ANNUAL LEAVE ACTION FORM
NINE MILE FALLS SCHOOL DISTRICT**

Each member of the Nine Mile Falls Education Association may elect to cash out three (3) days of annual leave at the Per Diem Schedule BA + zero years' experience rate. Annual leave not cashed out, to the maximum balance allowable of two (2) days, will automatically be carried over to the succeeding year. Cash out or carryover of annual leave will be in one-half or full day increments. Eight (8) hours is considered a full day. Any annual leave requested for cash out which is above the employee's balance will not be paid.

I request that _____ hours (4, 8, 12, 16, 20, 24 hours) be cashed out at the Per Diem Schedule BA + zero years' experience rate (Appendix H)

NAME _____

LOCATION _____

DATE _____

This form must be returned to the administration office no later than June 30. Any requests submitted after June 30 will not be approved. Cash out will be paid on July payroll.

Employee Signature _____

Payroll Approval _____

APPENDIX H - RECORD OF IN-HOUSE SUBSTITUTION

Represented certificated staff, at the request of their supervisor or her/his designee, may voluntarily be used as substitutes during their preparation time. Employees may elect to receive pay at an hourly rate of \$30.00 per hour or "bank" hours and exchange them for release time. This form must only be used if the in-house substitute elects to be paid for the time. This form must be submitted to your school office no later than the 5th of the month in order to be paid on the following month's payroll.

LOCATION: _____

SUBSTITUTE NAME: _____

SUBSTITUTED FOR (NAME): _____

SUBSTITUTION DATE: _____

REASON FOR SUBSTITUTION: _____

TIME OF SUBSTITUTION:

BEGINNING TIME: _____ ENDING TIME: _____

OR

PERIOD OR BLOCK SUBSTITUTED: _____

SUBSTITUTE SIGNATURE: _____

PRINCIPAL OR DESIGNEE: _____

BUSINESS OFFICE USE ONLY:

ACCOUNTING CODE: _____ PAY AMOUNT: _____

APPROVED BY: _____

APPENDIX I – CLASSROOM OVERLOAD FORM

Purpose:

This form is to be used by certificated staff to claim compensation for students assigned to their classroom in excess of the Class Size Guideline as outlined in Article V, Section 2 of the Collective Bargaining Agreement between the Nine Mile Falls School District and the Nine Mile Education Association. Claims may only be made when an agreement is made between the certificated staff member and the District to compensate the staff member in lieu of providing an instructional assistant for the overload student. Rates of compensation are three dollars (\$3) per student per period in a six period schedule, or twelve dollars (\$12) per student per day at the elementary level. Such pay will continue until the overload is no longer present in the classroom.

Overload paperwork must be turned in to the District Office for the months of September and October by November 5th; for the months of November, December, and January by February 5th; for the months of February and March by April 5th; and the months of April, May, and June by July 5th of the year in which the overload pay is being requested. Failure to complete the paperwork and have it in by the specified dates will result in a forfeiture of monies owed.

Instructions:

Each form is submitted to claim compensation for one month. Certificated staff members who have been approved for financial compensation for overloads must list the number of students being claimed for each day of the month. The total student days must be totaled in the appropriate blank at the bottom of the form. Forms will not be valid unless signed by both the certified employee and the principal of the school.

Name: _____ Building: _____ Month/Year: _____

Date	Overload Students/Classes
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

Date	Overload Students/Classes
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
Total overload students	
Rate: (\$12 or \$3)	
Total Claim:	

I certify, under penalty of perjury, that the aforementioned information is a true and correct claim for overload students per agreement between the Nine Mile Falls School District and the Nine Mile Education Association.

Certificated Staff Member

Principal

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