

**Medical Lake School District #326
MEDICAL LAKE EDUCATION ASSOCIATION**

**COLLECTIVE BARGAINING
AGREEMENT**

2018-19

2019-20

2020-21

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PREAMBLE

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Pursuant to the conditions set forth in the Educational Employment Relations Act, RCW Chapter 41.59, this constitutes an Agreement between the Medical Lake School District No. 326, hereinafter called "District," and the Medical Lake Education Association, hereinafter called the "Association" or MLEA.

1 **ARTICLE I – RECOGNITION AND AGREEMENT**
2
3

4 **Section 1 – Recognition**

5 The District recognizes the MLEA as the exclusive bargaining representative for all
6 regular contracted, certificated employees except for the following exclusions:
7

- 8 1. Superintendent
- 9 2. Central Office Administrators
- 10 3. Principals, Vice-Principals, M. L. Endeavors Coordinator
- 11 4. Athletic Director
- 12 5. Department Directors and Department Supervisors
- 13 6. Any other employee who has a preponderance of supervisory duties and functions
14 pursuant to RCW 41.59.020(d) and who works half-time or more per week on a
15 continuing basis, whose duties and functions are separate from a classroom or
16 teaching assignment.

17
18 When used hereinafter, the term “certificated employee” or “teacher” shall refer to all
19 regular contracted certificated employees represented by the Association in the
20 bargaining unit.

21
22 Elementary School Teacher on Special Assignment (TOSA) positions shall be
23 represented by the Association, but are excluded from the transfer policy in Article VII
24 Section 3 of this agreement.

25
26 **Section 2 – Contract Compliance**

27 All individual certificated employee contracts between the Board and an individual
28 certificated employee heretofore executed shall be subject to and consistent with the
29 terms and conditions of this Agreement. If any individual certificated employee contract
30 contains any language inconsistent with this Agreement, this Agreement during its
31 duration shall be controlling. Rules, regulations, or practices of the District, not in
32 conflict with this Agreement, shall be in full force.

33
34 **Section 3 – Conformity to Law**

35 This Agreement shall be governed by the Constitution and Laws of the United States, the
36 Constitution and Laws of the State of Washington, and the Rules and Regulations of the
37 Washington Administrative Code. If any provision of this Agreement shall be found
38 contrary to law, such provision or application shall have effect only to the extent
39 permitted by law; all other provisions of the Agreement shall continue in effect. Any
40 provisions of this Agreement, which are contrary to law but become legal during the life
41 of this contract, shall take immediate effect upon the enactment of such legislation.
42

1 **Section 4 – Nondiscrimination**

2 The provisions of this Agreement shall be applied equally to all employees without
3 discrimination as to age, sex, marital status, race, color, creed, national origin, religion,
4 political affiliation, personal and private life or the presence of any disability, unless such
5 factors prevent the employee from performing the duties of the position. The District
6 agrees not to interfere with the rights of employees to become members of the
7 Association. There shall be no discrimination, interference, restraint, coercion, or
8 harassment by the District representative against any employee. The Association
9 recognizes its responsibility as bargaining agent and agrees to represent equally all
10 employees in the bargaining unit without discrimination, interference, restraint, coercion,
11 or harassment.

12
13 **Section 5 – Individual Contracts**

14 Each employee shall be issued an individual employment contract, which shall be in
15 conformity with Washington State law, State Board of Education regulations, and this
16 Agreement. The District may issue a letter of intent for employment for the following
17 school year prior to completion of or during good faith negotiations to determine the
18 number of employees planning to return.

19
20 The employee will be issued the original contract, which is to be signed and returned to
21 the District. After contracts have been approved by the Board of Directors, a copy of said
22 contract will be returned to the employee.

23
24 A certificated employee shall have ten (10) work days to sign and return his/her contract
25 after receipt of the contract, or the employee will have forfeited employment rights.

26
27 An employee under contract shall be released from the obligation of the contract upon
28 request under the following conditions:

- 29
30 1. A letter of resignation must be submitted to the Superintendent's Office.
31
32 2. A release from contract, prior to June 15, shall be granted, provided a letter of
33 resignation is submitted prior to that date.
34
35 3. A release from contract shall be granted after June 15, provided a satisfactory
36 replacement can be obtained. (The replacement must be found, be available and
37 ready for contract before the release will be granted.)
38
39 4. A release from contract shall be granted in case of illness or other personal matters
40 that make it impossible or impractical for the employee to continue in the District.
41

1 Except for major physical or mental disability, the teacher should plan his or her
2 retirement to coincide with the end of the school year. This practice would be in the best
3 interests of the students and educational program.

4
5 **Section 6 – Employment of Certificated Employees**

6 The District shall in all instances employ certificated employees who have proper
7 credentials in accordance with applicable state laws, Washington Administrative Code,
8 and by other requirements as specified by the Office of the State Superintendent of Public
9 Instruction.

10
11 **Section 7 – Distribution of Agreement**

12 A. No later than thirty (30) days after the ratification and signing of the Agreement, the
13 Association shall provide the District with a final proof of the Agreement for electronic
14 distribution.

15
16 B. There shall be two (2) signed copies of the final Agreement for the purpose of records.
17 One (1) shall be retained by the District and one (1) by the Association.

18
19 C. The Agreement will be distributed electronically unless otherwise mutually agreed
20 upon by the parties.

21
22 D. All certificated individuals making application to the District may, in the Human
23 Resource Office, examine a printed copy of this agreement; Newly hired employees shall
24 be informed of how to access the Agreement and may be provided a printed copy of the
25 Agreement upon request.

26
27 The Agreements shall be posted on the Medical Lake School District website.
28
29
30

31 **ARTICLE II – ASSOCIATION BUSINESS**

32
33
34 **Section 1 – Dues Deduction and Representation Fees**

35 On or before August 25 of each school year, the Association shall give written notice to
36 the District of the dollar amount of dues and assessments of the Association, including
37 the National Education Association and the Washington Education Association, which
38 dues and assessments are to be deducted in the coming school year under all payroll
39 deduction. The total for these deductions shall not be subject to change during the school
40 year.

41
42 The deductions authorized above shall be made in twelve (12) equal amounts from each
43 paycheck beginning the pay period in September through the pay period in August of

1 each year. Staff who commence employment after September or terminate employment
2 before June shall have their deductions prorated. The District agrees to remit directly to
3 the Washington Education Association all monies so deducted, accompanied by a list of
4 teachers from whom the deductions have been made. A duplicate list shall be provided
5 the Association as receipt for said transaction. On or before the monthly pay period, the
6 District shall notify the Association of any changes in said list due to teachers entering or
7 leaving the employ of the District.

8
9 The employee may terminate their membership in the Association by submitting a
10 membership cancellation request to the Washington Education Association. Upon receipt,
11 the WEA will notify the District Payroll office of the cancellation.

12
13 The Association agrees to reimburse any teacher from whose pay dues and assessments
14 or representation fees were deducted, those sums in excess of the total amount due to the
15 Association at that time, provided the Association or its affiliate actually received the
16 excessive amount.

17 18 Membership Deductions

19 Within ten (10) days of their commencement of employment, employees may sign
20 and deliver to the District a membership form. This form shall authorize deduction
21 of membership dues and assessments of the Association (including the National
22 Education Association and the Washington Education Association). Such
23 authorization shall continue in effect from year to year. Each month during the
24 school year, the Association agrees to provide the District with the names of those
25 teachers who have joined the Association and paid its dues and assessments by
26 means other than through payroll deduction.

27
28 The Association will indemnify, defend, and hold the District harmless against any claim
29 made and any suit instituted or judgment rendered against the District resulting from any
30 deduction of Association dues. The Association agrees to refund to the District any
31 amounts paid in error because of the dues deduction provision. In the event of any suits
32 against the District relative to dues deductions, the Association shall select the
33 attorney(s).

34 35 **Section 2 – District/Association Meetings**

36 Meetings between the District and Association will be scheduled as necessary at the
37 request of either the Superintendent or the MLEA President. The Superintendent or their
38 designee(s) shall meet with the Association President and other Association designees.
39 This is in no way intended to impede the grievance process.

40 41 **Section 3 – Association Leave**

42 The purpose of RCW 41.59 is to prescribe certain rights and obligations of the
43 educational employees of the school districts of the State of Washington, and to establish

1 procedures governing the relationship between such employees and their employers that
2 are designed to meet the special requirements and needs of public employment in
3 education.

4
5 **Section 4 – Use of District Facilities**

6 The Association shall have the right to post notices of activities and matters of
7 Association concern on the bulletin boards in each faculty lounge of each building in the
8 District.

9
10 The Association shall have the right to use the intra-district mail and e-mail service and
11 teacher mailboxes for Association business. All materials emanating from the
12 Association for the bulletin board or for the mail service must be labeled as official
13 Association materials and must bear the name(s) of the originating officer(s).

14
15 The Association will have the right to use District office equipment at reasonable times
16 when such equipment is not otherwise in use providing that the cost of consumable
17 supplies such as paper, stencils, etc., is rebated to the District provided the use is
18 consistent with legal requirements regarding such

19
20 The Association will be granted the right of using school district facilities for meetings
21 provided arrangements for use of such facilities is made with the Principal of the
22 respective building (see "Community Use of School Facilities" policy).

23
24 The President will be provided the agenda for regular and special Board of Directors'
25 meetings. The preliminary School Board agenda will be sent to each building
26 representative to post in each faculty lounge. It is the responsibility of MLEA to notify
27 the District Office of the names of building representatives for each school year.

28
29 MLEA representatives do not need the prior consent of Building Principals/Supervisors
30 to talk to teachers and may talk to them providing the educational process is not
31 disrupted. Other Association representatives may be permitted in the building with the
32 prior knowledge of the Building Principal/Supervisor and by teacher request.

33
34 **Section 5 – No Strike – No Lockout**

35 The parties agree that during the term of this Agreement there shall be no strike or other
36 economic action by the employees or the Association. There shall be no lockout or other
37 economic action by the District. However, both parties reserve full rights of economic
38 action including strike or lockout when both parties mutually agree to reopen this
39 Agreement for negotiations. Both parties reserve full rights of economic action including
40 strike or lockout at the expiration of this Agreement.

41

1 Further, it shall not be a violation of this Agreement nor shall any employee be
2 disciplined or discriminated against for refusing to cross any lawful picket line while
3 performing their duties.

4 **ARTICLE III – WORK SCHEDULES**

7 **Section 1 – Employee Work Year**

8 The employee work year shall consist of the number of days mandated by the state. Any
9 extension or deduction of contract days shall be computed at the regular daily rate of the
10 employee.

11
12 The following positions have supplemental contracts as listed below (as per RCW
13 28A.400.200):

15	School Psychologist	5 days
16	Speech/Language pathologist	5 days
17	OT/PT	5 days
18	Middle School Counselor	5 days
19	High School Counselor	10 days
20	Special Education Teachers	5 days before school year

21
22 Time sheets are to be kept for dates and hours for the above. If additional days are need
23 you will need prior approval from the Building Principal or Department Supervisor.

24
25 In addition to the extended contracts above, the District agrees to pay additional stipends
26 to CTE teachers as follows:

28	Agriculture Science Pathway	\$12,800
29	Robotics	\$8,667
30	Business	\$2,211
31	Athletic Trainer	\$1,474
32	Shop	\$1,474
33	FBLA	\$1,474

34
35 The Air Force Jr. ROTC program requires the Jr. ROTC instructor at Medical Lake High
36 School to work ten (10) months; therefore, the Jr. ROTC instructor will work 210 days

38 **Section 2 – Work Day**

39 The starting and dismissal times, which may vary from school to school, shall be
40 determined by the Board. The length of the assigned work day shall be substantially the
41 same for all teachers and will consist of an average of seven and one-half (7½)
42 consecutive hours including thirty continuous minutes duty-free lunch. Work schedules
43 may be altered by the District if major changes are made to the schedule of a specific

1 school (i.e., changes needed to comply with State law or WAC's if needed for double
2 shifting, going from 7 to 6 periods, 6 to 7 periods, etc.)

3
4 Staff members shall attend the scheduled meetings of their school or scheduled meetings
5 called at the direction of the Superintendent. Scheduled faculty meetings of the schools
6 will be held before school and shall end at least 10 minutes before the scheduled student
7 arrival time. Faculty meetings after school will be held within the half-hour provision.
8 No more than two mornings per week shall be used for meetings, excepting IEP
9 meetings.

10
11 The Association and the District recognize that the employees spend time outside of
12 building hours for adequate preparation for instruction, for pupil and parent consultations,
13 and in attendance at various co-curricular functions, such as graduation, back to school
14 night, open house, music programs, IEP meetings, etc. The aforementioned activities are
15 consistent with the performance and traditional expectations of professional employees.

16
17 **Section 3 – Calendar and Emergency Closure**

18 The Association will survey the teachers as to their preferences concerning the school
19 calendar and provide input to the Superintendent by the regular March Board meeting.
20 The school calendar will be compiled after receiving input from the Association. If
21 emergency closures necessitate deviation from the school calendar, the Association will
22 be consulted prior to determination of calendar changes. In the event of school closure
23 by state or local agencies because of health or safety reasons, with S.P.I. determination
24 that time need not be made up, the closure will be at full remuneration and benefits.

25
26 When constructing the yearly calendar, the semester break for Medical Lake High School
27 shall occur on a Friday.

28
29
30
31 **ARTICLE IV - CONDITIONS OF WORK**

32
33
34 **SECTION 1 - ORIENTATION OF STAFF**

35 At the annual meeting of all employees prior to the opening of school for students, the
36 president of the Association shall have the opportunity to address the employees.

37
38 In the formal program provided by the District for the orientation for new employees,
39 there shall be reasonable opportunity for participation by Association representatives who
40 are employees of the District. The District will notify the MLEA president of the time
41 and location for the new staff orientation.

1 The names of all employees, their buildings, grade and subject assignments shall be to the
2 MLEA president by November 1st.

3
4 **SECTION 2 - STAFF TRAINING AND DEVELOPMENT**

5 It is recognized that an effective staff development program is necessary to provide
6 continuing opportunities for the professional growth of certificated employees. Staff
7 development shall be determined by activities outlined in individual building
8 improvement action plans and district action plans and shall be developed jointly by
9 school district administration, staff, parents and community members.

10
11 Staff development activities shall cover the following areas: 1) workshops and classes
12 designed to meet student needs and, 2) consultant and material assistance for staff
13 involved in curriculum innovation and change.

14
15 The Association may recommend to the district topics for courses, workshops,
16 conferences, and programs designed to improve the quality of instruction. In the
17 implementation of new curriculum, the district may develop and implement an in-service
18 training program for any certificated employee(s) who will be responsible for the new
19 curricular program.

20
21 **SECTION 3 - CLASS SIZE**

22 The District agrees to the following class loads for all teachers at the following levels:

23

24	Preschool	20 per session with a full time Paraeducator
25	Developmental Preschool	13 per session with a full time Paraeducator
26	K-1	22
27	2	23
28	3	24
29	4	25
30	5	26
31	6	27
32	7-12	30
33	6-12 Math Support	20
34	6-12 Reading Support	20

35

36 For grades preschool fifth, after the tenth day of school when a class, section or session
37 exceeds the class size limit, a central administrator, building principal, and affected
38 teacher will meet to resolve this issue with one or more of the following options:

- 39
- 40 ▪ adding another section of that level
 - 41 ▪ offering a transfer of the student to another classroom or building
 - 42 ▪ adding one hour of daily paraprofessional time
 - 43 ▪ increasing weekly prep time by ½ hour

- 1 ▪ increasing instructional pay by 1 hour per week per student over the class size
2 limit

3
4 The final decision to hire an additional teacher rests with the District. As much as
5 possible, class size between different sections of the same grade level should be equal.
6

7 The District may accept Choice students over the class limit when it will assist in
8 increasing enrollment to the point of hiring a teacher. The decision to accept Choice
9 students over the class limit will be made by the sixth day of school.

10 11 **6-12 Class Size Guidelines**

12 No class will go above the class load limit without the individual teacher's approval.
13 Individual teachers may give approval to exceed the class size one semester and not the
14 next semester.

15 16 **Elementary Combination Classes**

17 Elementary combination classes shall be capped at a maximum of 21 students.
18 Combination teachers shall receive a stipend of \$4,800 per year.

19 20 **Secondary Large Group Instruction**

21 At the secondary level, large group instructional programs are excluded from the above
22 limits. Career and Technical Education class sizes will not exceed student workstations
23 assigned to that class, i.e. work stations that exist in classes where instruction is largely
24 dependent upon the use of special equipment, machines, or other mechanical/electronic
25 devices of a highly individualized nature.

26 27 **Students with IEPs**

28 If the composition of any one class(es) is heavily impacted by more than 25% of the
29 students being served by the resource room, the District will add additional
30 paraprofessional time to be determined by the IEP team.

31
32 The District recognizes that students with IEP's require extra effort and time. The
33 District assures that the respective building principals will balance such students within
34 each grade level, considering each teacher and work within the constraints of the class
35 size policy. Furthermore, before a change of placement occurs for a student with an IEP,
36 the team will meet to determine the needs of the student.

37 38 **Special Education Classes/Special Programs**

39 The District recognizes that there are no current guidelines for student class/program size
40 but will work at keeping enrollment at reasonable and workable levels.

41
42 The following procedures will be used to assist special education certificated staff
43 members in keeping enrollment at reasonable and workable levels:

- 1 1. Before school starts, the Director of Special Services will meet with special
2 education certificated staff members to determine if adequate staffs, both
3 classified and certificated, are in place to meet the level of service needed for
4 students with IEPs.
- 5 2. The Director of Special Services will continue to monitor the adequacy of staff
6 throughout the school year.
- 7 3. Special Education certificated staff members will contact their building principal
8 to express concerns with caseloads, class size, schedule, or paperwork.
- 9 4. The building principal, special education certificated staff members and Director
10 of Special Services will meet when concerns are brought forward and find
11 solutions. The agreed upon solution(s) will occur within ten school days.

12

13 Possible solutions may include:

- 14 • Developing a new schedule
- 15 • Providing more special education certificated and/or classified staff to
16 handle the caseload
- 17 • Providing additional per diem time for the special education certificated
18 staff member
- 19 • Providing additional release time for the special education certificated
20 staff member

21

22 1. The solution may require the Special Services Director to realign resources,
23 including staff, materials, etc.

24 2. Related services provided by specialists will be in direct alignment with the
25 school model of service delivery

26

27 **SECTION 4 - PREPARATION TIME**

28 The District will provide each full-time certificated employee at least two hundred
29 twenty-five (225) minutes of preparation time during each instructional school week
30 which shall include but not be limited to, at least one thirty (30) minute block, daily, and
31 excluding blocks of less than fifteen (15) minutes, exclusive of the duty-free lunch period
32 and half-hour before and after school.

33

34 Consideration will be given to itinerant staff schedules to accommodate appropriate
35 travel time between building obligations. No less than 15 minutes for in-town travel and
36 30 minutes for travel to/from Michael Anderson Elementary from an in-town school will
37 be scheduled. Travel time shall not be included as a part of prep time for an itinerant
38 staff member.

39

40

1 Significant attempts will be made to:

- 2 1. Schedule five (5) minutes of passing time between elementary specialists' classes
3 for the preparation of materials and/or consultation with students/teachers on
4 discipline matters, and if not an option, then
- 5 2. Schedule back-to-back grade level classes for special classes, especially those that
6 are highly impacted with differing material requirements from grade level to
7 grade level, i.e., art and music, when the scheduling of back-to-back classes does
8 not conflict with other building needs.

9
10 During the time before and after school when classroom teachers are required to be in
11 their classroom for supervision of students, the specialist may be required to assume other
12 responsibilities.

13
14 Preparation time shall not be assigned to other duties without consent or request of the
15 teacher.

16
17 The District shall provide a minimum thirty continuous minutes duty-free lunch period
18 pursuant to state law.

19
20 Teachers shall not leave their building during class or preparation periods without getting
21 approval in advance of the building principal.

22
23 The District and the Association concur the professional usage of preparation time will
24 benefit the instructional program. It is recommended the preparation period be devoted
25 to duties of benefit to the teacher and the educational program of the District.

26
27 Special Education teachers may have up to five (5) days of release time per school year
28 for the completion of IEPs and other related paperwork. For teachers who serve as a case
29 manager for more than 20 students (for a significant period of time), there will be an
30 additional two (2) release days offered. The release days discussed in this paragraph
31 must be coordinated with the building principal. Should a special education teacher elect
32 not to use these release days, they may be cashed out at the current personal leave rate.

33 34 **SECTION 5 - STUDENT DISCIPLINE**

35 The primary responsibility for discipline rests with the teacher and the administration.
36 The district will support and uphold certificated classroom teachers in their efforts to
37 maintain reasonable student behavior

38
39 The District agrees to provide a timely response to the concerns of teachers about specific
40 student discipline problems. In instances where a teacher has sent a student to the office

1 for disciplinary reasons, there will be a follow-up from the office in either verbal or
2 written form to advise the teacher as to the action taken by the office.

3 Any student who creates a disruption of the educational process in violation of the
4 building disciplinary standards while under a teacher's immediate supervision may be
5 excluded by the teacher from his or her individual classroom and instructional or activity
6 area for all or any portion of the balance of the school day, or up to the following two
7 days, or until the principal or designee and teacher have conferred, whichever occurs
8 first. Except in emergency circumstances, the teacher first must attempt one or more
9 alternative forms of corrective action. In no event without the consent of the teacher may
10 an excluded student return to the class during the balance of that class or activity period
11 or up to the following two days, or until the principal or designee and the teacher have
12 conferred (RCW 28A.600.020).

13
14 The District will attempt to have information available for teachers concerning applicable
15 federal, state and local laws, district rules, regulations and policies pertaining to student
16 rights, teacher rights, due process, and the processing of student discipline incidents. The
17 district will provide copies of such laws, rules, regulations, and policies to teachers upon
18 request.

19 20 **SECTION 6 - EMPLOYEE FACILITIES**

21 In order to permit certificated employees to have access to their respective work areas
22 after regular school hours for the occasions that staff members wish to work in their
23 stations, appropriate keys may be checked out from the building principal.

24
25 The District will make provision for the following facilities:

- 26
27 1. Space for storage of instructional materials and supplies
- 28 2. Equipment and supplies for the preparation of instructional materials
- 29 3. A faculty lounge
- 30 4. Desk and chair for each teaching station
- 31 5. Well-lit and clean restrooms, separate from student restrooms
- 32 6. A telephone in each faculty lounge and classroom.

33 34 **SECTION 7 - NON-INSTRUCTIONAL DUTIES**

35 The District will not require teachers to supervise loading or unloading buses except in
36 those instances where the teacher is supervising his/her class in a special activity. (This
37 does not imply that teachers will not accompany students to the bus.)

38 Principals will provide time during the workday for mandatory trainings (SafeSchools) to
39 be completed by September 30 of each year.

40

1 **SECTION 8 - INSTRUCTIONAL SUPPLEMENTAL MATERIALS/PERIODICALS**

2 The District will provide no more than one periodical per student in grades K through
3 twelve. The determination of the selection will be at the building level. The District is
4 not responsible for any periodical ordered by the teachers.

5
6 **SECTION 9 – CLASSROOM INCENTIVE STIPEND**

7 Certified teachers will be reimbursed for items purchased up to \$200. The stipend will be
8 paid in the November payroll

9
10 **SECTION 10 - STUDENT TEACHERS**

11 Student teachers from teacher training institutions in Washington state will be placed in
12 accordance with agreements mutually arranged between the district and the teacher
13 training institution. The District adheres to the following regulations in the placement of
14 student teachers with certificated staff:

- 15
16 1. Student teachers are not placed with teachers during their provisional period.
17 2. No more than one student teacher will be placed with any one staff member
18 during a school year unless approved by the staff member and the superintendent.
19 3. The responsibility for assignment and coordination of the student teacher program
20 shall be the superintendent or his/her designee.
21 4. No teacher will be assigned a student teacher without his/her prior consent of such
22 an assignment. When possible, such assignment shall be announced at least two
23 weeks before the student teacher's arrival.
24 5. The teacher shall receive the honorarium provided by the college or university for
25 supervising a student teacher.
26

27 **SECTION 11 - JOB SHARE**

28 A job sharing assignment is a shared performance of the duties of one full-time, regular
29 position by two employees. The District and MLEA recognize benefits for employees, as
30 well as the district, can result from job sharing. Employees wishing to establish a new or
31 continue an existing job share position must submit a request to the Superintendent, or
32 designee, by May 1. The District will determine, in a timely manner, whether to honor
33 the request.
34

35 Before requesting a job share, the following steps need to be completed by the
36 employees:

- 37
38 1. Employees will meet with the building principal/supervisor to decide if the
39 position can be shared effectively. This will include a discussion of teaching
40 methods and educational philosophies, discipline philosophies, classroom
41 management techniques, etc. The purpose of this discussion is to determine the
42 compatibility of the two employees to assure the success of the job share.
43

- 1 2. The employees and the supervisor will need to develop an agreement on issues
2 including, but not limited to: planning time, parent conferences, attendance at
3 district meetings, first and last day of school, early release/late start days,
4 completion of reports, MDT's/IEP's, membership on district committees, etc.
5 The goal of this agreement is to foster intra-team communication and to support
6 the quality of the program offered through job share arrangements. It is
7 understood that each member of the job share is expected to meet the regular extra
8 duties of a full-time employee.
9
- 10 3. Employees will establish a work schedule that meets with the approval of the
11 building principal/supervisor.
12

13 Employees in a job share position will:

- 14
- 15 1. Receive a contract with the salary based on his/her portion of the time shared (i.e.,
16 half time = half salary.)
17
- 18 2. Receive an amount for district paid insurance benefit based on the portion of the
19 time shared (i.e., half time = half benefits)
20
- 21 3. Receive experience increments as recognized by the statewide allocation schedule
22 (i.e., 91 days = .500 year of experience)
23
- 24 4. Be allowed to substitute for each other at the normal substitute pay rate or by
25 exchanging work hours (principal/supervisor approval required)
26
- 27 5. Be allowed to request a transfer back into a full-time position under the
28 Assignment, Transfer, and Vacancies language.
29
- 30 6. Sign an "Agreement with Job Sharing Participants"
31

32 It is extremely important that all parties work together to resolve any issues as they arise
33 during the year to maintain the quality of the instructional program. Each year, before
34 the May 1 job share request date, the building principal/supervisor will meet with
35 members of job share team to review the success of the job share.
36

37 If a job share dissolves because one of the employees moves to a full-time position,
38 resigns, goes on leave, etc., the district will meet with the remaining employee to review
39 the employment options (go to full-time, seek new job share partner, transfer to another
40 position, etc.) If no agreement can be reached between the employee and the district, the
41 district reserves the right to transfer or reassign the employee.
42

1 Job sharing is intended to be available to current employees. However, it may be
2 impossible for specialists or others with limited or no peers in the District to find another
3 with whom to job share. In these cases, the District will consider exceptions which allow
4 a job share with a new employee.

5
6 NOTE: For purposes of assignment and transfer, each job share will be considered one
7 unit as the senior employee's seniority will be used. For purposes of R.I.F., each
8 employee in a job share will be considered individually.

9
10 After conferring with the teachers involved the decision whether to grant or discontinue a
11 job share rests with the building administrator.

12 13 14 **ARTICLE V - SALARY AND EMPLOYEE BENEFITS**

15 16 17 **SECTION 1 - METHOD OF SALARY PAYMENT**

18 All regular contracted employees shall be paid in twelve (12) monthly installments. Each
19 check shall contain one-twelfth (1/12) of the contracted salary. Payroll checks shall be
20 issued to the employees on the last week day of each month. Correction of under or over-
21 payment shall be decided by consultation with the affected employee.

22
23 The teacher's basic salary schedule and supplementary salary schedules are attached.

24
25 The District shall provide automatic payroll deposit to include all of the warrant to the
26 individual's credit union or bank. The transfer will be sent the day prior to the regular
27 pay day. The school district will accept no responsibility for late or lost transfers.

28 29 **SECTION 2 - PLACEMENT ON SALARY SCHEDULE**

30 Beginning with the 2018-19 school year, placement on the Medical Lake Salary Schedule
31 will follow the guidelines in Appendix A (Salary Schedule).

32
33 Any previous certificated teaching experience, either in state or out of state, may be
34 accepted upon verification of certification for placement on the Medical Lake Salary
35 Schedule, in accordance with WAC 392-121-264.

36 37 **Notification Letter (Educational Increments)**

38 To advance on the schedule by educational growth with credits from an accredited
39 college or clock hours as recognized by the state, it shall be the teacher's responsibility to
40 complete a district form entitled "Educational Increments Request." This form shall be
41 available to the teachers throughout the summer and on the first day of school and must
42 be returned to the District Office by September 10 for placement on the State allocation
43 model for the current contract year. For initial placement on the salary schedule in

1 September, unofficial transcripts and grade slips will be accepted. October 10 is the
2 deadline for official transcripts to be submitted to the District Office. The District will
3 send a reminder to all certificated staff who have submitted an educational form on or
4 before September 10. The reminder will call to the attention of the certified staff member
5 his/her obligation to have transcripts on file in the district office by October 10. If
6 official transcripts are not received by October 10, the October pay check will be reduced
7 to the educational level for which the district has proper documentation.
8

9 **Substitute Contracts**

10 Substitute teachers, after twenty (20) consecutive work days of substituting on the same
11 assignment, will be paid at their position on the salary schedule retroactive to the first
12 day. Payment shall be on a day taught basis.
13

14 **SECTION 3 - TEACHERS' SALARY SCHEDULE**

- 15 1. All full-time teachers will be contracted for the number of days mandated by state
16 law.
- 17 2. The district will provide Learning Improvement Days to be paid at the
18 instructional rate of certified teachers, contingent of funding by the state.
- 19 3. Additional duties shall be compensated as indicated in the differential pay
20 schedule
21

22 **SECTION 4 - COMMITTEE AND OTHER ACTIVITY PAY RATES**

- 23 1. Certificated staff who serves on District appointed professional committees will
24 be compensated at the rate of \$30.00 per hour for meetings beginning after 3:30
25 p.m. or when the meetings convene; recorder/secretary will receive \$32.00 per
26 hour; and the chairperson will receive \$35.00 per hour. Hours will be computed
27 to the nearest half-hour. Actual payment will be included in the July payroll
28 following the school year in which the committee(s) met.
29
- 30 2. Professional Development that pertains to curriculum or district initiatives will be
31 compensated at the rate of \$30.00 per hour for classes provided by the district that
32 begin after 3:30. Other professional development will be offered for clock hours
33 only.
34
- 35 3. Certificated staff who participates in the following school activities shall be
36 compensated as follows:
37
 - 38 1. Building Leadership Team - \$30.00 per hour monitored through the
39 Administrative Council.
40
 - 41 2. Environmental Education Camp - \$25.00 per hour, per certificated teacher
42 maximum six (6) hours each for curriculum planning. Nurses will receive two (2)

1 hours for preparation at \$25.00. If staff members stay overnight, they will receive
2 a \$100.00 stipend.

3

4 3. Building test coordinators will receive a stipend of \$1000.00 per year.

5

6 4. In the event a secondary teacher is asked by their supervisor to provide coverage,
7 they will be paid for one (1) hour of committee pay.

8 5. Staff who substitute for building administrators shall be compensated \$50 per day.

9 6. Certificated Instructional Staff (CIS) in Special Education who are asked to write
10 IEP's and evaluations for students outside their caseload will be compensated at
11 their instructional rate of pay.

12 7. Stipends owed for those attaining National Board of Professional Teaching
13 Standards certification will be paid in the July pay warrant.

14 8. Teachers who complete the WA-AIM portfolios who exceed their 5 additional
15 days will need prior approval for additional time, and will be compensated at their
16 instructional rate of pay.

17 When a staff member conducts in-service within the District they will be compensated at
18 their instructional rate of pay. Compensation is to cover time used to develop and present
19 the in-service. These in-services must be approved by the Curriculum Coordinating
20 Committee and or the Building Leadership team.

21

22 Time sheets are to be kept for dates and hours for all of the above.

23

24 **SECTION 5 - ACTIVITIES PAY SCHEDULE**

25 See printed schedule included with teaching contract.

26

27 **SECTION 6 - INSURANCE BENEFITS**

28 Insurance benefits will be allowed at the state allocated amount. Amount received will
29 be prorated based on the employee's FTE. The District agrees to pay any amount
30 required to be remitted to the State Health Care Authority for the retired school
31 employee's subsidy account.

32

33 Dental, Life and Long-Term Disability insurance is mandatory and Health Insurance is
34 voluntary. VEBA III requires an annual agreement between the District and the
35 Association for participation. Salary Insurance will be available to the staff on a
36 voluntary basis. For more information about VEBA, please consult the Employee
37 Benefits Handbook.

38

1 The District agrees to provide the funding as a pool from which the two mandatory
2 programs (dental, life, and long-term disability) will be taken first. The remaining pool
3 funds will then pay for health insurance benefits on a tiered framework. Any amount of
4 the state allotted benefit not used by an employee shall be pooled and distributed among
5 those employees for whom the state benefit amount does not cover completely his/her
6 health insurance. After payment of dental insurance, long-term disability, and health
7 insurance, any funds remaining in the pool shall be distributed among the entire
8 employee group for use on any approved voluntary programs.

9
10 **SECTION 8 - OTHER DEDUCTIONS**

11 Upon appropriate written authorization from a certificated employee, the District shall
12 deduct from the salary of any certificated employee and make appropriate remittance for
13 programs requested by a minimum of five (5) employees as long as such programs are
14 allowed by law.

15
16 **SECTION 9 - STAFF PROTECTION**

17 The District shall provide insurance coverage for employees for replacement of any
18 clothing or personal property damaged or destroyed in a disturbance as provided by RCW
19 28A.400.370.

20
21 Any case of an assault or threat thereof by a parent, student, or guardian upon a teacher
22 shall be promptly reported to the building principal, the affected teachers, and the
23 relevant authorities.

24
25 The District shall also provide liability insurance to protect teachers against personal or
26 bodily injuries and property damage in accordance with the intent of RCW 28A.400.360.
27 Information as to the amount of monetary coverage provided will be available for on-site
28 teacher inspection in each building principal's office.

29
30 **SECTION 10 - TRANSPORTATION REIMBURSEMENT**

31 When a District vehicle is not available, certificated employees acting in accordance with
32 assigned duties, and with the approval in advance of their supervisor, will be reimbursed
33 for use of a personal car at the rate allowable by the I.R.S at that specific time.

34
35 **SECTION 11 – RETIREMENT NOTIFICATION CONTRACT**

36 Employees who plan to retire at the end of the school year will be given an extended
37 contract if they announce their retirement early. If the employee notifies the District with
38 a letter of resignation by November 30th, the extended contract shall be worth \$2,000.;;
39 by February 28, \$1,000.

1 **ARTICLE VI - LEAVES**

2
3
4 If a certificated employee is to be absent for any reason other than illness, he or she must
5 notify the building principal as far in advance as possible. Teachers shall have available
6 lesson plans for use by substitutes.

7
8 Leave requests shall be approved or denied within three days of the request.

9
10 Whenever an instructional certificated employee is absent, a substitute certificated
11 employee will be hired to fill the position during the absence of the regular teacher.
12 Educational Staff Associates (E.S.A.) are not included except in instances of extended
13 absences.

14
15 The utilization of a certificated employee's preparation period for the purpose of covering
16 an absent teacher's class will be reserved for emergencies. The Association recognizes
17 that there could occur a situation where no substitute certificated employees were
18 available and this would constitute an emergency.

19
20 **LEAVES (LISTED IN ALPHABETICAL ORDER)**

21
22 **SECTION 1 – ASSOCIATION LEAVE**

23 In order to accomplish the purpose of RCW 41.59 up to thirty (30) days of leave with pay
24 per year shall be provided to the Association upon Association request with the costs of
25 substitute teachers being borne by the Association. The days allowed will be used for the
26 purpose of attending conferences and conventions associated with the National Education
27 Association and its affiliates if such meetings are for professional growth and/or
28 curriculum development. Delegates attending shall be determined by the executive board
29 of the Medical Lake Education Association-

30
31 **SECTION 2 - BEREAVEMENT LEAVE**

32 Without deduction from sick leave, each employee shall be entitled to:

- 33
34 1. Up to five (5) days of leave for each occurrence of death in the immediate family.
35
36 2. Up to two (2) days of leave for the death of a loved one outside the immediate
37 family.

38
39 In cases of extenuating factors, such as long travel distances, the employee may request
40 additional days which may be approved at the discretion of the Superintendent.

41

1 **SECTION 3 - EMERGENCY LEAVE**

2 Emergency leave for medical purposes or those situations declared as a state of
3 emergency shall be granted not to exceed five (5) days in any one year. All days of
4 emergency leave shall be deductible from sick leave. Emergency leave will be granted
5 for the following purposes:

- 6
- 7 1. Illness or injury in the employee's immediate family requiring a physician's care.
8 Employee's immediate family is defined as spouse, child, grandchild, parent,
9 parent-in-law, son- or daughter-in-law, or sibling. Common illnesses and medical
10 appointments applicable to the employee's relatives over the age of 18 are not
11 covered under this provision.
 - 12
 - 13 2. Adoption of a child (applicable to the parents of the child only).
 - 14
 - 15 3. Birth of a child (applicable to the parents of the child only).
 - 16

17 Any requests for additional days beyond the limits of this section must be accompanied
18 by verification of the necessity for absence including a statement from the physician, if
19 appropriate. Requests shall be routed through the Building Principal/Supervisor to the
20 Administrative Council to review and render a decision on the matter.

21

22 **SECTION 4 - INDUSTRIAL LEAVE**

23 In the event employees are absent for reasons which are covered under State Industrial
24 Insurance, the employee shall have the option of taking time loss payments only as
25 distributed through the Northeast Washington Workers' Compensation Cooperative for
26 instituting the buy-back option. The buy-back option provides for use of accumulated
27 sick leave for which the injured employee would receive payment by the District and
28 return endorsed workers' compensation cooperative checks to the District to buy back a
29 portion of used sick leave. If this option is chosen, it would be in effect until
30 accumulated sick leave was exhausted and then the employee would keep time loss
31 payments only. Under no circumstances will an employee be allowed to keep both
32 District payment for sick leave and time loss payments.

33

34 **SECTION 5 - JURY DUTY AND SUBPOENA LEAVE**

35 Leaves of absence with pay shall be granted for jury duty or when subpoenaed to appear
36 in a court of law. Any compensation, except mileage, received for jury duty or witness
37 fees, performed on contracted days shall be remitted to the District. The teacher shall
38 notify the District when notification to serve on jury duty is received.

39

40 **SECTION 6 - MATERNITY LEAVE**

41 Maternity leave may be used for pregnancy, miscarriage, abortion, childbirth, and
42 recovery wherefrom. Employees will be granted a maximum of eight (8) weeks of
43 maternity leave, following delivery, which ends upon the doctor's release to return to

1 work. This leave is eligible for use of sick leave. An employee shall notify the Building
2 Principal/Supervisor in writing of the expected date of leave and shall do so at least 90
3 days before this date. In the event of complications during pregnancy, accumulated sick
4 leave may be used with a doctor's order for the employee to be off work.

5
6 Employees are allowed to maintain a reserve of up to 40 hours of paid sick leave. At this
7 time the employee may request and utilize shared sick leave.

8
9 Family medical leave may be granted for a maximum of twelve (12) weeks to begin at
10 the end of the maternity leave. During this period of time employees will continue to
11 receive their insurance benefits. However, this leave is without pay.

12
13 Leave of absence without pay may be granted by the Board upon recommendation of the
14 Superintendent after maternity leave and/or family medical leave.

15
16 An employee absent for maternity reasons must decide within sixty (60) calendar days
17 after the birth of her child whether she is going to return to work, take family medical
18 leave, resign, or take a leave of absence for not more than one (1) school year. Her
19 decision must be in writing. If her decision is to return to work, she must tell the District
20 the specific day she will return to work.

21
22 **SECTION 7 - MILITARY LEAVE**

23 Certificated employees shall be granted military leaves of absence for involuntary active
24 duty training when required by law. While on leave, the certificated employee shall
25 retain all benefits as though employment had been continuous in the District. Upon
26 return from leave, the certificated employee shall be placed in the position last held or a
27 similar position in the District. An involuntary military leave of absence shall be with
28 pay and shall not exceed seventeen (17) calendar days in length.

29
30 **SECTION 8 - LEAVE WITHOUT PAY**

31 Leaves of absence without pay may be granted to certificated employees at the discretion
32 of the Board of Directors. Requests for leaves for the coming school year must be
33 submitted to the Superintendent by July 1 to be considered for the following year. Each
34 request will be reviewed, granted, or disallowed by the Board on its merits and the
35 benefits for the individual and the District.

36
37 Such leaves may be renewed on the recommendation of the Administrative Council and
38 with the approval of the Board of Directors. The employee must notify the
39 Superintendent in writing no later than March 1 regarding plans to return the following
40 year, or the employee's right to return is forfeited. The person will not be guaranteed the
41 same position upon return; however, the position will be filled during the leave of
42 absence by a temporary employee.

43

1 An employee may request leave without pay for personal purposes after personal leave is
2 exhausted and no other leave in this article is appropriate. Requests for unpaid leave
3 should be made as far in advance as possible and may be denied if substitute coverage is
4 not available. Such leave shall be limited to five (5) days during any school year, unless
5 additional leave is authorized by the superintendent.

6
7 **SECTION 9 - PATERNITY LEAVE**

8 Paternity leave is covered under Sick Leave, Emergency Leave, Leave Sharing program
9 (RCW 41.04.665 or the Family Medical Leave Act (RCW 28A.400.300).

10
11 **SECTION 10 - PERSONAL LEAVE**

12 Employees may be granted four and one-half (4½) days of personal leave with no
13 deduction for substitute pay or sick leave.

- 14
15 1. The employee will provide the building principal notice as far in advance as
16 possible.
17
18 2. Approvals of requests during the first or last week of school are at the discretion
19 of the building principal or supervisor.
20
21 3. No more than two individuals or 10% of the building staff (whichever is larger)
22 shall be granted personal leave per day. Such leaves shall be granted per building
23 on a first come, first served basis at the discretion of the building
24 principal/supervisor, more can be granted if an appropriate substitute can be
25 employed.
26
27 4. The employee may accumulate five (5) days of personal leave. By the last day of
28 school, the employee must notify the District Office of his/her intention to cash-
29 out or carry over days. No more than four and a half (4 ½) days may be cashed
30 out in any year.
31
32 5. Reimbursement for cashed-out personal days shall be at \$150.00 per day.
33 Payment shall be in the July warrant.
34
35 6. Certificated employees will not be granted personal leave on Learning
36 Improvement Days. If a special circumstance arises, leave may be granted by the
37 supervisor after conferring with the employee.
38

39 **SECTION 11 -- PROFESSIONAL LEAVES**

40 Leave with pay and expenses will be provided for teachers to attend in-service or
41 curriculum improvement meetings. Professional leave may also be used to administer
42 testing important to the educational program of the school and district. The
43 determination of leaves will be made within the respective building staffs and subject to

1 availability of funding and qualified substitutes as determined by the building principal.
2 All travel requests will be reviewed by the Board of Directors.

3
4 In the event a teacher is a state or national officer in his/her teaching area professional
5 organization, expenses will also be excluded providing the professional organization
6 reimburses the District the cost of substitutes.

7
8 At the discretion of their building principal or immediate supervisor, staff may access up
9 to 4 days of professional leave to complete requirements towards programs that benefit
10 the district including Professional Certification and National Board for Professional
11 Teaching Standards certification.

12 **SECTION 12 - SICK LEAVE**

13
14 Employees under a school year contract shall be allowed sick leave at the rate of twelve
15 (12) days per year accumulative to a total of up to the number of contract days.

16
17 Absences in any one day of four or more hours shall be charged as one full day of leave;
18 absences less than four hours shall be charged one half day of leave. Illnesses requiring
19 three days or more off the job may be subject to doctor's verification in writing at the
20 discretion of the Superintendent. Employees may use accumulated sick leave to care for
21 minor children under the age of 18 with a health condition that requires treatment or
22 supervision.

23
24 The teacher shall notify the applicable Building Principal/Supervisor no later than 2:00
25 p.m. of his/her intentions for the next day. Failure to make such notification by the
26 specified time gives the Principal/Supervisor authority to engage a substitute for the
27 following day.

28
29 The District agrees to make available to the staff sick leave sharing that will follow the
30 state recommendations.

31 **SECTION 13 -CONVERSION OF ACCUMULATED SICK LEAVE**

32
33 The District will provide an employee attendance incentive program for certificated
34 employees. Such program will provide benefits as per WAC 392-136. This program is
35 as follows:

36 **Attendance Incentive Program**

37 Procedure:

- 38
39 1. Employee must complete the required form and return to the District Office by
40 January 31.
- 41
42 2. District Office will complete a second form and verify receipt of employee
43 application by returning a copy of the second form to the employee.

- 1 3. Payment will be made with the February payroll.
2
3 4. Payment at retirement or death will be computed in consultation with the
4 employee or beneficiary (January 31 deadline is not applicable).

5 Provisions:

6 Pay for cash out shall be based on the teaching contract excluding any extra duty
7 assignment pay (i.e.: coaching, advisor pay, committee work, etc.)
8

9 1. Annual Cash-out

- 10
11 a) Must retain 60 day minimum
12 b) Cash-out unused portion of 12 days from previous calendar year.
13 c) Receive 1 day's pay for each 4 days sick leave
14

15 2. Retirement or Death

- 16
17 a) Receive 1 day's pay for each 4 days sick leave
18 b) Cash-out all unused sick leave to a maximum of 180 days.
19
20

21 **ARTICLE VII - REGULATIONS AND PROCEDURES**
22
23

24 **SECTION 1 - EVALUATION AND PROBATION PROCEDURES**

25 **Teacher Evaluation – Purpose**

26 The parties agree that the following evaluation system for all classroom
27 teachers in the bargaining unit is to be implemented in a manner consistent with
28 good faith and mutual respect, and, as defined in WAC 392-191A-050:
29

- 30 1. To acknowledge the critical importance of teacher quality in impacting
31 student growth and support professional learning as the underpinning of
32 the new evaluation system
- 33 2. To identify, in consultation with classroom teachers, particular
34 areas in which the professional performance is distinguished,
35 proficient, basic or unsatisfactory, and particular areas in which the
36 classroom teacher, needs to improve his/her performance.
- 37 3. To assist classroom teachers who have identified areas needing
38 improvement in making those improvements.
39
40
41

1 **QUALIFICATIONS OF EVALUATORS**

2 The term "Evaluator" shall mean the building principal or assistant principal of the
3 classroom teacher being evaluated. The evaluator shall be made known to the
4 classroom teacher within fifteen (15) working days of the beginning of the school
5 year or within fifteen (15) working days of the first day of employment. In the
6 event the teacher being evaluated does not work under the direct supervision of a
7 building principal or assistant principal, a certificated administrator as designated
8 by the Superintendent shall serve as evaluator. A classroom teacher who is
9 assigned to two (2) or more schools shall be assigned a primary evaluator.

10
11 If teacher is transferred to another position, not under the supervisor's jurisdiction,
12 the final evaluation shall be made by the supervisor at the time of transfer or by the
13 new supervisor. If an employee resigns during the school year, a final evaluation
14 shall be completed prior to the resignation date.

15
16 Principals and administrators who have evaluation responsibilities shall engage in
17 professional development designed to implement the evaluation system. No teacher
18 shall be evaluated by an administrator who has not been trained in the use of the
19 specific instructional framework and rubrics contained in this agreement and any
20 relevant state or federal requirements. RCW 28A.405.120.

21
22 **DEFINITIONS**

- 23 1. The term "**Artifacts**" shall mean anything in physical or virtual form that
24 provides data.

25 Artifacts could include notes from observed practice and products or results
26 of a classroom teacher's work that demonstrates knowledge and skills of the
27 educator with respect to the four-level rating system. Artifacts should not be
28 created specifically for the evaluation system.

- 29 2. The term "**Classroom Teacher**" shall mean certificated staff with an
30 assigned group of students for whom they provide academically focused
31 instruction and/or grades. The term "classroom teachers" does not include:
32 counselors, librarians, instructional coaches, education specialists,
33 Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT,
34 nurses, or school psychologists), and other bargaining unit members who do
35 not meet this definition. Employees who do not meet the definition of
36 classroom teacher will be evaluated using the evaluation requirements, as per
37 state law and as written in the Collective Bargaining Agreement.

- 38
39 3. The term "**Component**" shall mean the sub-section of each criterion.

- 1 4. The term "**Evaluation**" shall mean the ongoing process of identifying,
2 gathering and using information to improve professional performance, and
3 assess total job effectiveness.
- 4 5. The term "**Evaluation Criteria**" shall mean the minimum eight (8) evaluation
5 criteria for classroom teachers to be scored as specified in WAC 392-191-
6 006.
- 7 6. The term "**Evaluation Report**" shall mean that document which
8 becomes a part of the teacher's personnel file.
- 9 7. The term "Evidence" shall mean any artifact, observed practice or results
10 of the classroom teacher's work that demonstrates the teacher's ability and
11 skills in relation to the instructional framework rubric. Evidence is not
12 intended to be a portfolio collection of evidence but rather a sampling of data
13 used to demonstrate the classroom teacher's level of performance. It should
14 be gathered from the normal course of employment.
- 15 8. The term "Instructional Framework" shall mean the adopted instruction
16 framework pursuant to RCW 28A.405.100. The parties have agreed to the
17 Danielson Teacher Evaluation Model Rubrics by State Criteria with Scales
18 and Possible Evidence as the basis of the evaluation process.
- 19 9. The term "Not Satisfactory" shall Mean:
- 20 a. Provisional Teachers and Non-provisional Teachers with five (5)
21 years or less teaching experience in the State of Washington
- 22 1. Receiving a summative score of one (1) is not considered
23 satisfactory performance.
- 24 b. Non-provisional Teachers with more than five (5) years teaching
25 experience in the State of Washington.
- 26 1. Receiving a summative score of Unsatisfactory one (1) is not
27 considered satisfactory performance.
- 28 2. Receiving a summative score of Basic two (2), for two years
29 in a row or two years within a consecutive three-year period, is
30 not considered satisfactory performance.
- 31 10. The term "Observation" shall mean the gathering of evidence made
32 through classroom or worksite visits for the purpose of viewing instruction

1 and examining evidence over time based on the district adopted teacher
2 evaluation model.

3 A "Formal Observation" shall mean a documented observation that is
4 pre-scheduled.

5 An "Informal Observation" shall mean a documented observation that
6 is not required to be pre-scheduled.

7 11. The term "Rubrics" shall mean the descriptions of practice used to capture
8 evidence and data and classify teaching and student growth using the
9 evaluation criteria and the four-level rating system.

10
11 12. The term "Scoring Band" shall mean the State adopted range of scores used
12 to determine the final comprehensive evaluation summative score for a
13 certificated classroom teacher.

14		
15	Level 1 Unsatisfactory	8-14
16	Level 2 Basic	15-21
17	Level 3 Proficient	22-28
18	Level 4 Distinguished	29-32
19		

20 13. Component scores within a criterion will be averaged and rounded to reach a
21 final criterion score. When a final criterion score includes a fractional number
22 (for example 2.33), all scores with fractions below .50 will be rounded down
23 and all fractions .50 or above will be rounded up, for example, a score of
24 2.33 would receive a final criterion score of 2 and a score of 2.50 would
25 receive a final criterion score of 3.

26
27 The term "**Student Growth**" shall mean the change in student achievement in subject-
28 matter knowledge, understandings, and/or skill between two points in time, in context of
29 meeting standards/course requirements.

30 The term "**Student Growth Data**" shall mean data that is relevant to the teacher and
31 subject matter. Student growth data must be a factor in the evaluation process and be
32 based on multiple measures.

33
34 Assessments used to demonstrate student growth shall be appropriate, relevant and
35 initiated by the classroom teacher. Evaluation of student progress may include formative

1 and summative measures. Evaluation of student progress may include formative
2 measures, summative measures, school-wide and district-wide assessments.

3 The term "Summative Performance Ratings" shall mean the four performance levels
4 applied using the four-level rating system: Level 1 = Unsatisfactory, Level 2 =
5 Basic, Level 3 = Proficient and Level 4 = Distinguished.

6

7 **Provisional Teachers**

8 1. Definition: The term "**Provisional Teacher**" shall mean any teacher in a
9 teaching or other nonsupervisory certificated position. Provisional teachers
10 shall be subject to nonrenewal of employment contract as provided in RCW
11 28A.405.220 during the first three years of employment, unless: (a) the teacher
12 has previously completed at least two (2) consecutive years of certificated
13 employment in another school district in the state of Washington, in which case
14 the teacher shall be subject to nonrenewal of employment contract
15 pursuant to RCW 28A.405.220 during the first year of employment; or (b) the
16 teacher has received an evaluation rating below level two (2) on the four-level
17 rating system established under RCW 28A.405.100 during the third (3rd) year of
18 employment, in which case the teacher shall remain subject to the nonrenewal of
19 the employment contract until the teacher receives a level two (2) rating. This
20 shall include any teacher who is re-employed with the District after a break in
21 service.

22

23 2. Evaluation Option: Provisional Teachers shall be evaluated on a comprehensive
24 evaluation in accordance with provisions listed in section 3.12.6 Comprehensive
25 Evaluation Option.

26 3. Ninety (90) day Observation: Provisional teachers shall be observed for thirty
27 (30) minutes in the first ninety (90) calendar days.

28 4. Additional Observations: In the third year of provisional status, teachers shall
29 be observed for a minimum of ninety (90) minutes during the evaluation year.

30

31 **EVALUATION PROCESS**

32 1. Notification- Within the first fifteen (15) days of each school year, or within
33 fifteen (15) working days of the first day of employment, the classroom teacher
34 will be notified whether the teacher will be evaluated using the comprehensive or
35 focused evaluation system. When appropriate, evaluators may use group meetings
36 for this purpose.

37

38 2. Teacher Self-Assessment – All teachers will complete either a self-assessment on all
39 eight (8) criteria and the components therein or use the results of their prior

1 year's comprehensive evaluation in lieu of a self-assessment, prior to setting
2 professional goals. No teacher shall be required to share the self-assessment form
3 with his/her evaluator.
4

5 3. Artifacts and Evidence

6 a. The evaluator will collect and share artifacts and evidence necessary to
7 complete the evaluation.

8 b. The teacher may provide additional artifacts and evidence to aid in the
9 assessment of the teacher's professional performance against the instructional
10 framework rubric, especially for those criteria not observed in the classroom. The
11 evidence provided by the teacher shall be incorporated at the time of the post-
12 observation conference, and be used to determine the final evaluation score.

13 c. Artifacts should not be created specifically for the evaluation process, but
14 should be "a natural harvest" of products generated in the course of the
15 teacher's practice.

16 d. Emphasis should be placed on the collection of a small number of high quality
17 artifacts demonstrating teacher performance, rather than quantity of artifacts
18 submitted.

19
20 4. Documentation

21 The District shall adhere to following:

22 a. A copy of the final evaluation and teacher's written comments, if applicable, shall
23 be placed in the teacher's personnel file.

24 b. Classroom teachers shall have access to their data collection account in
25 subsequent years as long as they remain employed in the District. Upon
26 separation of employment from the District this account shall be closed and no
27 longer maintained by the District.

28 c. Evaluators shall notify the teacher of any additional evidence submitted to data
29 collection account within three (3) days.

30 d. Teachers shall not be required to use the data collection system; an acceptable
31 alternative will be made available.

32 e. Any and all data entered into the data collection system shall be considered
33 confidential, and not be subject to public disclosure.

34
35 5. Electronic Monitoring

1 All observations shall be conducted openly. Mechanical or electronic devices shall not be
2 used to listen to or record the procedures of any class, unless it is initiated and
3 submitted by the teacher or mutually agreed to by the evaluator and the teacher. Such
4 recordings shall be used for evaluation purposes only and will not be shared without
5 the teacher's written consent. Recordings of observations shall not be used in
6 disciplinary matters.

8 **COMPREHENSIVE EVALUATION OPTION**

9 A comprehensive evaluation will be required for all teachers who are provisional
10 teachers or who have received a level 1 or level 2 rating in the previous year. All
11 continuing classroom teachers will be required to complete a comprehensive
12 evaluation once every five (5) years.

14 1. Professional Goals – Comprehensive Evaluation Option

15 Teachers on a comprehensive evaluation will develop professional goals and
16 timelines, will monitor their progress, and make adaptations as needed. The
17 plan will be guided by the teacher's self-assessment or the prior year's
18 comprehensive evaluation and must include the three (3) student growth goals
19 (3.1, 6.1, and 8.1) and one (1) instructional goal. The evaluator and teacher
20 shall mutually agree on the professional growth and development plan and
21 goals for the year.

22 2. Pre-Observation Conference – Formal Observation

23 A pre-observation conference shall be held prior to a formal observation or series
24 of observations. The teacher and evaluator will mutually agree when to
25 conference. The purpose of the pre-observation conference is to discuss the
26 teacher's goals, establish a date for the formal observation(s), and to discuss such
27 matters as the professional activities to be observed, their content, objectives,
28 strategies, and possible observable evidence to meet the scoring criteria.

29 3. Formal Observation

30 a) At least one formal observation shall be conducted within the first
31 ninety (90) calendar days for provisional teachers. Non-provisional
32 teachers shall be formally observed within the first ninety (90) workdays
33 of the school year. The first formal observation for both provisional and
34 non-provisional teachers shall be prearranged. The total annual
35 observation time cannot be less than sixty (60) minutes.

36 b) If mutually agreed upon, the second thirty (30) minutes of required
37 observation time may be broken into smaller time increments. Only one
38 pre-observation conference will be required for that series of
39 observations.

- 1 c) As defined in RCW 28A.405.220, teachers in the third year of
2 provisional status must be observed for an additional thirty (30) minutes,
3 for a total observation time of no less than ninety (90) minutes.
- 4 d) Observations will not take place on half, early release, or late start days,
5 the day before winter or spring break, on the day following an absence
6 of the teacher, and on days of an assembly or a modified schedule,
7 unless mutually agreed upon by the teacher and the evaluator.
- 8 e) Within five (5) working days after completion of the formal observation or
9 series of informal observations the evaluator shall provide the teacher with a
10 written summary and feedback of the observation(s). Documentation shall
11 be made using the instructional framework.
- 12 f) The teacher may provide additional evidence to aid in the assessment
13 of the teacher's professional performance against the instructional
14 framework rubric, especially for those criteria not observed in the
15 classroom. The evidence provided by the teacher shall be incorporated
16 on the observation document prior to or during the post-observation
17 conference and be used to determine the final evaluation score.
- 18 g) The final formal observation shall occur prior to May 1.

19

20 **Post-Observation Conference – Formal Observation**

21 The purpose of the post-observation conference is to review the evaluator's
22 and teacher's evidence related to the criteria during the observation and to discuss
23 the teacher's performance.

24

25 A post-observation conference shall be held within five (5) days following
26 a formal observation or series of observations. If the teacher and evaluator
27 have mutually agreed to break the remaining thirty (30) minutes of observation
28 into shorter time increments, only one post-observation conference will be
29 required for that series of observations.

30

31 If there is an area of concern, the evaluator will identify specific concerns for the
32 applicable criteria and provide specific observable solutions to remedy the
33 concern in writing. The teacher has the opportunity to attach written comments
34 to the observation notes.

35

36

37

1 **Formal Observations**

- 2 a. Informal observations do not have to be in the classroom. Department or collegial
3 meetings may be used for informal observations
- 4 b. If the evidence is to be used in the evaluation process, the teacher will be notified
5 in writing
- 6 c. The evaluator is encouraged to engage in coaching cycles, walkthroughs, and
7 support of professional growth of teachers, which shall not be used as the basis
8 for teacher evaluations.

9
10 **Final Summative Evaluation Conference**

- 11 a. Prior to May 15 the evaluator and teacher shall meet to discuss the teacher’s final
12 summative score. The final summative score, including the student growth score,
13 must be determined by and analysis of evidence. The analysis will take a holistic
14 assessment of the teacher’s performance over the course of the year.
- 15 b. The classroom teacher has the right to provide additional evidence for each
16 criterion to be scored. Evidence must be submitted to the evaluator by May 1
17 unless the evaluator and teacher mutually agree to a later date.
- 18 c. If the evaluator judges the teacher be below Proficient the evaluator must
19 articulate multiple points of evidence that deemed the score less than
20 Proficient.
- 21 d. When a final summative score is below Proficient and the teacher believes
22 certain teacher evaluator evidence was not considered and/or the criteria were
23 not objectively scored the teacher and shall mutually agree on one of the
24 following:
- 25 1. An additional formal observation by June 1
26 2. An alternative evaluator scoring the evidence. The alternative evaluator will be
27 mutually agreed upon by the association and the District.
28 3. Assignment of a new evaluator for the ensuing school year.
29 4. An additional observation by a different evaluator.
- 30 e. Nothing prohibits an evaluator from evaluating any or all teachers as
31 Distinguished based on the evidence within a school year.
- 32 f. All evidence, measures and observations used in developing the final
33 summative evaluation score must be a product of the school year in which the
34 evaluation is conducted.

1 g. Upon completion of an evaluation by the principal or other evaluator, the
2 employee shall be provided with a copy of the summative evaluation report
3 within three (3) days.

4 h. The teacher will sign two (2) copies of the Final Summative Evaluation
5 Report. The signature of the teacher does not, however, necessarily imply
6 that the teacher agrees with its contents. The teacher shall have the right to
7 attach any comments to the evaluation report. This may be done at the time
8 the employee receives a copy of the report and prior to the report being
9 forwarded to the District Personnel Office; or the comments may be
10 forwarded to the Personnel Office within seven (7) school days following the
11 evaluation conference

12 **Comprehensive Evaluation Summative Score**

13 A classroom teacher shall receive a summative performance rating for each of the
14 eight (8) state evaluation criteria. Each teacher's criterion scores are established
15 using at least 50% of the components from each criterion and 100% of the student
16 growth components as per RCW 28A.405.100, WAC 392-191A-080 and WAC 392-
17 191A-090.

18
19 The Summative Criteria Score is the sum of the eight criterion scores and is rated based
20 on the summative scoring band, as follow:

- 21
- 22 Level 1 – Unsatisfactory 8-14
- 23 Level 2 – Basic 15-21
- 24 Level 3 – Proficient 22-28
- 25 Level 4 – Distinguished 29-32
- 26

27 **Student Growth Impact Rating**

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

33 Upon completion of the overall summative scoring process, the evaluator will
34 combine only the student growth rubric scores to assess the classroom teacher's student
35 growth impact rating.

36
37 The following scoring band will be used to determine the student growth impact rating.

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

38

1 **Impact of Low Student Growth Score**

2 A student growth score of "1" in any of the student growth rubrics (SG 3.1, SG 3.2,
3 SG 6.1, SG 6.2, and SG 8.1) will result in an overall low student growth impact
4 rating.

5
6 A classroom teacher with a preliminary rating of distinguished and with a low student
7 growth rating will not receive an overall rating of higher than Proficient.

8
9 Classroom teachers with a low student growth rating will engage, with the
10 evaluator, in a student growth inquiry.

11
12 **Student Growth Inquiry**

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

16
17 The evaluator will examine additional student growth data in conjunction with the other
18 student growth evidence previously provided. If the examination still results in a low
19 student growth score, the evaluator will examine extenuating circumstances, which
20 may include one or more of the following: goal setting process, content and
21 expectations, student attendance, and/or extent to which standards, curricula, and
22 assessments are aligned.

23
24 If after the above two examinations, the classroom teacher still has a low student
25 growth rating, the evaluator will create and implement a professional development
26 plan to address student growth areas, a copy of which will be given to the teacher.
27 This plan may include monthly conferences focused on improving student growth to
28 include one or more of the following topics: student growth goal revision,
29 refinement and progress, and/or best practices related to student growth data
30 collection and interpretation.

31
32 **FOCUSED EVALUATION PROCESS**

33 If a non-provisional teacher has scored at Proficient or higher the previous year, they
34 may choose to be evaluated using the Focused Evaluation. The teacher may remain
35 on the Focused Evaluation for five (5) years before returning to the Comprehensive
36 Evaluation.

37
38 The teacher may select from any of the eight (8) state criterion for each year they
39 are assessed using the Focused Evaluation. If the teacher selects criterion 3, 6, or 8,
40 the student growth rubrics within those criterion shall be scored. If criterion 1, 2,
41 4, 5, or 7 is chosen, the teacher must complete the student growth components in
42 criterion 3 or 6 as per WAC 392-191A-120.

1 The teacher will develop a plan based on a self-assessment of the selected criteria,
2 develop written professional goals and timelines, monitor progress and make
3 adaptations as needed. The evaluator and teacher shall mutually agree on the
4 teacher's professional goal(s) for the year.

5
6 The teacher or the evaluator can initiate a move from the Focused to the Comprehensive
7 Evaluation. A decision to move a teacher from a Focused to a Comprehensive
8 evaluation must occur prior to February 1. A change to Comprehensive evaluation must
9 be preceded by a least one (1) meeting to discuss the need to change an opportunity for
10 response and the decision.

11 **Observations and Conferences**

12 Observations and conferences for the Focused evaluation shall follow the process set
13 forth in the Comprehensive Evaluation Options 2 – 5 (with the exception of provisional
14 employees)

15 **Final Summative Score – Focused Evaluation**

16
17 The score received for the selected criterion is the score assigned as the final
18 summative score (Distinguished = 4, Proficient = 3, Basic= 2, Unsatisfactory = 1).

19 If the teacher is focusing on criterion one (1), two (2), five (5), six (6), and eight (8) a
20 minimum of 50% of the components must be scored in the selected criteria. In
21 addition, the two (2) components from the teacher's selected student growth goal
22 will be included in the final summative score for the focused evaluation. For
23 criterion eight (8), only the one student growth goal will be scored.

24
25
26 If the teacher is focusing on criterion three (3), from (4), and seven (7) 100% of the
27 components must be scored in the selected criteria. In addition, the two (2)
28 components from the teacher's selected student growth goal will be included in the
29 final summative score for the focused evaluation.

30
31 Components scores within a criterion, and the included student growth scores, will be
32 averaged and rounded to reach a final criterion score. When a final criterion score
33 includes a fractional number (for example 2.33), all scores with fractions below .50
34 will be rounded down and all fractions .50 or above will be rounded up. For
35 example, a score of 2.33 would receive a final criterion score of 2 and a score of
36 2.50 would receive a final criterion score of 3.

37 **SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE**

- 38
39 1. Prior to the start of school, the Association will be notified if a continuing
40 contract teacher with five (5) or more years of teaching, is judged below
41 Proficient (-3)

- 1 2. When a teacher’s summative score falls below Proficient, at least one of the
2 following conditions and provisions shall be granted, by mutual agreement
3 between the teacher and the evaluator, to support the teacher’s professional
4 development:
- 5 a. The teacher shall be granted up to five (5) days of district funded
6 release time to observe colleagues' instruction.
 - 7 b. The teacher shall be granted an additional/alternative certificated
8 employee evaluator.
 - 9 c. The teacher will be assigned to only one (1) work location, i.e., one
10 classroom.
 - 11 d. A mentor will be assigned.
 - 12 e. The teacher may choose to participate in a voluntary structured
13 support plan
 - 14 f. Additional supports may include, but are not limited to: peer
15 coaching, reading material, and District or ESD staff development
16 courses. The District will provide and pay for any required in-
17 service training and any required mentor (RCW 28A-405-140).

18
19 In such cases that a teacher with more than five (5) years of experience receives a
20 summative evaluation score below Proficient, the teacher must be formally observed
21 before October 15 the following year. If the first Formal Observation in that following
22 year results in ongoing and specific performance concerns, a structured support plan
23 will be mutually developed by the evaluator and teacher within five (5) days
24 following the first Post-Observation Conference and will be completed prior to
25 completion of the comprehensive evaluation.

26
27 **PROBATION**

28 **Purpose:**

29 The purpose of the probationary period is to give the teacher an opportunity to
30 demonstrate improvement(s) in his/her areas of deficiency. The establishment of a
31 probationary period does not adversely affect the contract status of a teacher
32 within the meaning of RCW 28A.405.200

1 **Not Satisfactory:**

2 Continuing contract teachers with four (4) or more years of teaching experience
3 in the state of Washington receiving a summative score of one (1) are considered not
4 satisfactory.

5
6 Continuing contract teachers with five (5) or more years of teaching experience in the
7 state of Washington receiving a summative score of two (2) for two years in a row or
8 two (2) years within a consecutive three-year period are considered not satisfactory.

9
10 Teachers may only be placed on probation from the Comprehensive Evaluation Process.

11
12 **Notice:**

13 At any time after October 15, a teacher whose work is not judged satisfactory based on
14 district evaluation criteria shall be placed on probation and notified in writing of the
15 specific areas of deficiency and provided with a written reasonable program for
16 improvement no later than January 20 of the academic year. The notice to the teacher
17 shall be signed by the Superintendent/Designee.

18
19 **Probationary Period:**

20 A probationary period of sixty (60) school days shall be established. Days may be
21 added if deemed necessary to complete a program for improvement and evaluate
22 the probationer's performance as long as the probationary period is concluded
23 before May 1 of the same school year.

24
25 **Regular Meetings and Assistance:**

26 During the probationary period the evaluator shall meet with the teacher twice
27 monthly to supervise and make written evaluations of the progress made by the
28 teacher.

29
30 The principal or supervisor may authorize one additional certificated administrator
31 to evaluate and assist the teacher in improving his or her areas of deficiency.
32 Should the evaluator or supervisor not authorize an additional evaluator, the
33 probationer may request that an additional certificated evaluator become part of
34 the probationary process. This request must be implemented by including an
35 additional experienced evaluator assigned by the ESD in which the school district
36 is located and selected from a list of evaluation specialists compiled by the ESD, if
37 available.

38
39 A teacher on probation may authorize an Association representative to accompany
40 him/her at all conferences required in this section.

1 **Transfers:**

2 The teacher may not be transferred from the supervision of the original evaluator
3 during the period of probation. Improvement of performance or probable cause for
4 nonrenewal must occur and be documented by the original evaluator before any
5 consideration of a request for transfer or reassignment as contemplated by either the
6 individual or the school district may occur.

7
8 **Removal From Probationary Status:**

9 The teacher must be removed from probation if he/she has demonstrated improvement
10 that results in a new comprehensive summative evaluation performance rating of Level
11 2 or above for a continuing contract teacher with five or fewer years of experience
12 or of Level 3 or above for a continuing contract teacher with more than five years of
13 experience. If the evaluator is satisfied that the teacher should be removed from
14 probation, the teacher shall be notified in writing no later than May 15.

15
16 **Failure to Improve:**

17 If the probationary teacher has not demonstrated satisfactory improvement in the
18 area(s) of deficiency, the teacher shall be notified in writing on or before May 15 of
19 the lack of improvement along with specific documentation. Lack of necessary
20 improvement constitutes ground for finding probable cause for non-renewal pursuant
21 to RCW 28A.405.210 or RCW 18A.405. 300.

22
23 Immediately following the completion of a probationary period that does not
24 produce the required comprehensive summative evaluation performance ratings
25 specified under 3.12.8 (e) above, the teacher may be removed from his or her
26 assignment and placed into an alternative assignment for the remainder of the school
27 year. This reassignment may not displace another teacher nor may it adversely affect
28 the probationary teacher's compensation or benefits for the remainder of the teacher's
29 contract year. If such reassignment is not possible, the district may, at its option, place
30 the teacher on paid leave for the balance of the contract term

31
32 **Procedural Errors:**

33 If a procedural error occurs in the implementation of a program for improvement, the
34 error does not invalidate the probationer's plan for improvement or evaluation
35 activities unless the error materially affects the effectiveness of the plan or the
36 ability to evaluate the probationer's performance.

37
38 **GENERAL REQUIREMENTS**

39 **Work Site Limit:**

40 All observations for the purpose of evaluation must be conducted with the knowledge
41 of the teacher at the teacher's normal work site.

1 **Signatures:**

2 The written observation report(s) and the written evaluation report(s) must be signed
3 and dated by the observer and the evaluator respectively. Such reports are also to be
4 signed and dated by the teacher, provided that the teacher's signature shall indicate
5 only that he/she has received a copy of the observation and/or evaluation report,
6 not that he/she necessarily agrees with its content.

7
8 **Copy and Response:**

9 A copy of each observation shall be given to the observed teacher within five (5)
10 working days of the observation. A copy of the evaluation shall be given to the teacher
11 by June 1. Within seven (7) days, the teacher may submit written comments
12 concerning the report which shall be attached to the report in the teacher's file.

13
14 **Principals' Yearly Evaluation Files:**

15 The principal's yearly evaluation files shall be purged at the end of each school year
16 no later than June 30.

17
18 **Surprise Bar:**

19 Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have
20 been preceded with a written statement and/or formal conference with the teacher in
21 order to provide notice of the problem, specific suggestions for improvement, and
22 reasonable time and opportunity for improvement.

23
24 **USE OF EVALUATION RESULTS**

25 Evaluation results shall be private and confidential and shall be used:

- 26 1. To document the satisfactory performance by a teacher of his/her assigned duties;
27 2. To identify area(s) for professional growth according to the criteria included on
28 the evaluation instrument;
29 3. To document performance by a teacher judged unsatisfactory, based on the
30 adopted evaluation criteria.

31
32 **NON-CLASSROOM STAFF**

- 33 1. Non-classroom staff shall not be part of the process of evaluation of certificated
34 employees
35 2. Work will continue to develop new evaluation forms for Non-Classroom Staff.
36 Representative employees who work in those roles will be in those roles will be
37 involved in the development process. When these documents are completed, they
38 will be presented to MLEA for approval and ratification.

1 **SECTION 2 - PERSONNEL FILE**

2 Certificated employees or former certificated employees shall upon request have the right
3 to inspect all contents of their complete personnel file kept at the District Office. The
4 employee may request representation be present during the review.

5
6 Any review of files shall be during normal business hours and shall, at the
7 Superintendent's option, require the presence of the Superintendent or his designee.
8 Upon request by the certificated employee, the Superintendent or his official designee
9 shall sign to verify contents and the date.

10
11 Each certificated employee's personnel file shall contain the following minimum items of
12 information: all certificated employee's evaluation reports, copies of annual contracts,
13 and transcripts of academic records.

14
15 No evaluation correspondence or other material making derogatory reference to an
16 employee's competence, character, or manner shall be placed in the personnel file without
17 the affected employee's knowledge and opportunity to attach his/her own comments.

18
19 Certificated employees who wish documents removed from their personnel file may
20 submit a written request to the Superintendent identifying the objectionable document.
21 The document may be removed by the Superintendent, or if not removed, the
22 Superintendent will provide the affected employee reasons in writing why it is not in the
23 best interest of the District to remove the identified document.

24 The official personnel file of each certificated employee shall be maintained in the
25 District Administration Office. Any records, reports, or anecdotal information
26 maintained by the Building Principal/Supervisor shall not be considered a part of the
27 official personnel file and such information shall be destroyed, unless it is a part of the
28 evaluation document placed in the personnel file at the end of each school year.

29
30 Official grievance materials may be placed in the personnel file by employee request.
31 Official forms shall be kept in a separate grievance file. MLEA executive board may
32 view the file.

33
34 **SECTION 3 - ASSIGNMENT, TRANSFER, AND VACANCIES**

35 To assure that pupils are taught by teachers working within their area of competence,
36 teachers shall be assigned, in accordance with the regulations of the State Board of
37 Education and Federal guidelines, to subjects, grades, and endorsements in specialty
38 areas.

39
40 Any employee who submits a written letter of interest and who meets the minimum
41 qualifications for the position will be provided an opportunity for an interview.

1 **SEQUENCE OF ASSIGNMENTS AND TRANSFERS:**

2 Teaching positions that open for the ensuing school year will be subject to the following
3 hiring priorities:

4
5 **I. Building and Program Reassignments** – A change in assignment within a
6 building or program that occurs as a result of building/program needs.

- 7 A. In-building transfers will have first consideration unless a reassignment is
8 determined by administration to be necessary as a result of budgetary/staffing
9 changes.
- 10 B. Openings in a building for the next school year will be announced, by email to
11 certificated staff and Human Resources, by the building principal as early as
12 possible, when the openings occur while school is in session. Positions shall be
13 posted in building for five (5) business days.
- 14 C. If the position is not filled in building the posting will be posted on the district
15 website for a minimum of 5 working days.
- 16 D. When openings become available during summer vacation the position will be
17 posted on the district website for a minimum of 7 working days.
- 18 E. The District will attempt to notify the applicant of his/her selection or rejection
19 for the staff opening as soon as possible, within (2) two weeks after the position
20 has been filled. Attempts will be documented by the building/program
21 administrator and available upon request.
- 22 F. When a request for a transfer is denied, he/she will be informed of the reason(s) as
23 soon as possible.
- 24 G. Employees will only be eligible for one transfer in building, per school year
25 assignment.

26
27
28 **II. Placement of Involuntary Transfers/Program Reduction**

- 29 A. In the event a program or programs need to be reduced, no staff opening shall be
30 filled by means of an involuntary transfer if there is a volunteer available who
31 meets the qualifications for the position.
- 32 B. The District will determine programs that need to be reduced. Staff input will be
33 taken into consideration.
- 34 C. Programs that need to be reduced will be identified within a specific building.
35 “Program” is defined as secondary building departments, individual elementary
36 building grade levels, or district-wide special program.
- 37 D. In the event that a program reduction that contains a combined grade level or a
38 looping situation, the person involuntarily transferred will come from either grade
39 level using the procedures identified in this section.
- 40 E. Within the identified program, teachers will be ranked in reverse order according
41 to:
 - 42 a. Years of experience in the District.
 - 43 b. Years of experience in building

- 1 c. Degrees
- 2 d. Credits
- 3 e. A drawing by lots will be conducted to determine who shall be
- 4 involuntarily transferred when all the above items are equal. Affected
- 5 parties shall be invited to attend the drawing.
- 6 F. No employee shall be involuntarily transferred more than two times within a three
- 7 year period, or more than once within a school year.
- 8 G. The employee will be notified of the transfer as soon as the need for the transfer is
- 9 established by the District.
- 10 H. The District will offer to consult with the affected employee(s) regarding the
- 11 rationale for the transfer.
- 12 I. Employees involuntarily transferred due to program reduction will be given
- 13 priority to return to an open position within that program for (2) two years.
- 14 J. Based upon established educational need and physical requirements, the teacher
- 15 involuntarily transferred shall have an additional fourteen (14) per diem hours to
- 16 prepare and plan for the new assignment and to transfer materials. This shall
- 17 mean weekends and/or after school, if convenient for the teacher affected.
- 18 K. The employee may request the assistance of the District to help move the
- 19 employee's instructional materials.
- 20

21 Note: When employees move from the classroom to a specialist or itinerant position,
22 they must be aware that, should that program be reduced or should they wish to return to
23 an open position in the regular classroom, there can be no guarantees of placement
24 regarding grade level or building.

25
26 **III. In-District Transfers**

- 27 A. Building principals shall post all openings within their buildings as early as
- 28 possible by email. The posting will be open for 5 working days.
- 29 B. When school is in session, postings will be sent to the MLEA President and
- 30 posted on the District website for (5) five working days.
- 31 C. Teachers interested in transferring shall notify the Superintendent or designee in
- 32 writing of their interest in the position within the (5) five working days that the
- 33 position is posted.
- 34 D. When school is not in session, the District shall place all openings for teaching
- 35 positions on the District website for seven (7) working days.
- 36 E. Teachers interested in transferring shall notify the Superintendent or designee in
- 37 writing of their interest in the position within the (7) working days that the
- 38 position is posted.
- 39 F. When a building has a teaching vacancy, the principal will consider employees
- 40 who have indicated an interest in the position that is open
- 41 G. The building principal will notify the employee of his/her selection or rejection
- 42 for the staff opening as soon as possible, but not more than two (2) weeks after
- 43 the position has been filled.

- 1 H. When a request for transfer is denied, he/she will be informed of the reason(s) as
2 soon as possible.
- 3 I. Employees will only be eligible for one voluntary transfer (in-building or in-
4 district) per school year.
- 5 J. Part-time staff will be considered for reassignment (in-building and in-district
6 transfers) to positions of equal or greater FTE only if the additional FTE is
7 supported within the District's budget.
- 8 K. Whenever possible, positions that open after the first day of school, which are for
9 the current school year, will be filled by new employees. However, if positions
10 filled after the first day of school with provisional employees continue for the
11 following school year, interested certificated staff will have the ability to apply
12 and transfer into these positions following the procedures in the Collective
13 Bargaining Agreement. The provisional employee(s) shall move to an open
14 position if available and if the District makes the decision to renew the
15 provisional employee's contract.

16
17 **IV. Returns from Leave**

- 18 A. Employees on leave of absence are not guaranteed to return to their exact same
19 position.
- 20 B. In the event that an employee is returning from leave and their previous
21 assignment is no longer available, they will be placed in a new position based
22 upon qualifications and in-district seniority by August 15th.

23
24 **V. Positions Open-Outside Candidates**

- 25 A. This pool includes long-term substitutes, one-year only contracted employees, and
26 candidates who have submitted an application with the District.

27
28 **Extra Duty Assignments**

29 As with all supplemental contracts (RCW 28A.400.200), these contracts are for one year
30 only and will be posted within the building where the positions will occur. Multiple
31 activities may be listed on a posting, and the posting may be in written or electronic form.
32 Certificated staff will be notified, in writing, of any extra duty academic assignments that
33 are open within their building, such as Planned Academic Units (PAU's), extended
34 learning, etc. Selection will be based on the candidate's qualifications. If more than one
35 person seeking the position is qualified, selection will be determined by district seniority.
36 If the position is not filled with certificated staff within the building, a posting will be
37 developed for all other certificated district staff following the same selection criteria. If
38 no certificated staff within the district accepts the position, other candidates will be
39 considered based on qualifications. Extra duty assignments may be discontinued or
40 substituted at the District's discretion. The decision will be made with input from the
41 Association, and shall not be subject to the grievance procedure.

1 **Extended School Year Assignments**

- 2 1. Those staff members who are presently assigned to special education positions
3 who desire to teach in the summer shall not have to be interviewed. However, if
4 the number of positions available is less than the number of employees who are
5 interested in teaching, experience, qualifications and current assignments will be
6 used to determine placement. If all of these factors are equal, District seniority,
7 will be used to determine placement. Employees need to notify the Program
8 Supervisor of their interest in teaching for summer.
9
- 10 2. Those teachers working within the District with prior satisfactory special
11 education experience qualifications, experience and certification shall be hired
12 prior to seeking teachers out of the District.
13
- 14 3. Summer positions shall be posted by the District and teachers shall be notified of
15 their teaching assignments as soon as possible before June 1 of each school year.
16
- 17 4. An evaluation at the end of summer school shall be provided each temporary
18 (summer only) employee.
19
- 20 5. All leave provisions afforded during the regular school year are applicable to in-
21 District employees during the summer.
22
- 23 6. The summer school administrator will conduct an observation of each certificated
24 staff member employed in the summer school program. The administrator will
25 share the observation with the employee in a written observation summary. The
26 observation summary may be used as part of the employee’s annual evaluation for
27 the following school year.
28

29 **SECTION 4 - DUE PROCESS –**

30
31 In the event of a serious allegation, an investigation will be conducted. During the entire
32 investigation, the teacher has the right to representation and the employee may be placed
33 on Administrative Leave.
34

35 No certificated employee shall be disciplined (including warnings, reprimands,
36 suspensions, reduced in rank or compensation, or deprived of any professional
37 advantage) without just cause. The specific grounds forming the basis for disciplinary
38 action will be made available to the teacher and the Association in writing. Complaints
39 made against a teacher or person for whom the teacher is administratively responsible, by
40 any parent, student, or other person will be promptly called to the attention of the teacher.
41 Complaints not called to such teacher’s attention may not be used as the basis for any
42 disciplinary action against the teacher.
43

1 A teacher shall be entitled to have representation during any formal disciplinary action.
2 When a request for such representation is made, no disciplinary action shall be taken with
3 respect to the teacher until such representation is present. If a hearing is to be held
4 between the District and employee, every effort shall be made to hold the hearing after
5 normal school hours.

6
7 The District agrees to follow a policy of progressive discipline. Possible disciplinary
8 actions include, but are not limited to, verbal warning, written warning, suspension
9 without pay, or discharge. Any disciplinary action taken against a teacher shall be
10 appropriate to the behavior which precipitates said action. The District reserves the right
11 to move to a higher level of discipline if it is an egregious situation that warrants such
12 action.

13 14 **SECTION 5 - GRIEVANCE PROCEDURE**

15 16 **Purpose**

17 The purpose of the grievance procedure shall be to provide a means of resolving alleged
18 violations of the collective bargaining agreement.

19
20 The grievance procedure is deemed in the best interest of administering the collective
21 bargaining agreement.

22 23 **Definition**

24 A grievance is any condition, action or lack of action of the District or the Association
25 which is an alleged violation of the collective bargaining agreement. A grievance may
26 result from alleged misinterpretation or misapplication of the terms and conditions of this
27 agreement.

28 29 **General Conditions**

30 **1. Time Limits**

31 A grievance must be initiated within twenty (20) work days following the alleged
32 violation of the collective bargaining agreement. The adjustment of grievances shall be
33 accomplished as rapidly as possible. To that end, the number of days within which each
34 step is prescribed to be accomplished shall be considered as maximum, and every effort
35 shall be made to expedite the process. Under unusual circumstances, the time limit
36 prescribed in this statement may be extended by mutual consent of the
37 grievant/Association and the District. To the extent that time limits are expressed in
38 days, the days shall consist of school days except after June 1, when, they shall consist of
39 all weekdays so that the grievance may be adjusted before the close of the school year or
40 as soon thereafter as is possible. If the employee misses the timeline for grievance, the
41 grievance shall be dismissed.

42
43

1 2. Representation

2 At each formal step in the procedure, the grievant may be represented by a representative
3 of the recognized employee organization; however, the organization shall not be
4 obligated to represent any grievant at any step of the procedure, and whether it does so
5 shall lie within its sole discretion. Any grievant shall have the right at any time to present
6 grievances and to utilize each step of this procedure with counsel of his/her own choice.
7 The Association is to be informed of any grievance procedure initiated by any individual
8 represented by this Agreement.

9
10 3. Confidentiality

11 All matters pertaining to specific grievances shall be confidential information and shall
12 not be disclosed or divulged by any participant in the grievance adjusting process or by
13 any grievant or director of the District except as required by public disclosure rules.

14
15 4. Freedom from Reprisal

16 Individuals involved in grievance adjustment proceedings, whether as a grievant, a
17 witness, a representative of the recognized employee organization, or otherwise, shall not
18 suffer any restraint, interference, discrimination, coercion, or reprisal on account of their
19 participation in the grievance adjusting process.

20
21 5. Assistance in Investigation

22 During the course of any investigation by the recognized employee organization (either to
23 determine whether it will represent a grievant or to enable it to represent the grievant
24 effectively) the District and the Association shall cooperate and furnish to each other
25 information germane to the grievance as may be requested unless such information
26 cannot be disclosed under the law.

27 6. The Association may file a grievance only at the request of the grievant.

28
29 **PROCEDURE**

30 Step One

- 31 a. The grievance must be initiated within twenty (20) work days of the alleged
32 violation of the collective bargaining agreement.
33 b. An educator with a grievance shall discuss it first with his/her immediate
34 supervisor.
35 c. If the employee desires, he/she may be accompanied by a member of his/her
36 professional organization.
37 d. Every effort shall be made to resolve the grievance at this level in an informal
38 manner.

39
40 Step Two

- 41 a. If within twenty (20) work days of Step One the educator is not satisfied with the
42 procedure outlined in Step One above, he/she or the Association may request
43 from the building representative a form entitled "Grievance Review Request."

- 1 b. This form is to be submitted at a meeting with the Building Principal/Supervisor.
- 2 c. A written response from the Building Principal/Supervisor will be given to the
- 3 grievant four (4) work days of the meeting.

4

5 Step Three

- 6 a. If within five (5) work days of the receipt of the written response, the grievant
- 7 and/or Association is not satisfied with the disposition of his/her grievance at Step
- 8 Two, the grievance may be appealed to the Superintendent or his/her official
- 9 designee.
- 10 b. The Superintendent will arrange for a meeting to take place within five (5) work
- 11 days of receipt of the grievance.
- 12 c. Upon conclusion of the meeting, the Superintendent shall have five (5) work days
- 13 to provide a written decision, together with reasons for the decision to the grievant
- 14 and the Association.

15

16 Step Four

- 17 1. If within twenty (20) work days from receipt of the written response from the
- 18 Superintendent, the grievant and/or Association is not satisfied with the
- 19 disposition of the grievance at Step Three, they may appeal the decision of the
- 20 Superintendent to binding arbitration. The grievant will so inform the
- 21 Superintendent in writing. For grievances initiated by the Association, the final
- 22 decision about going to arbitration lies with the Association Executive Board.
- 23
- 24 2. The District and the Association agree to use the rules of the American
- 25 Arbitration Association.
- 26
- 27 3. The arbitrator will be chosen by the Association and the District from a list of
- 28 arbitrators supplied by the American Arbitration Association by alternately
- 29 striking one name at a time from the list. The first to strike a name shall be
- 30 determined by lot. The arbitrator whose name remains on the list shall serve for
- 31 the grievance.
- 32
- 33 4. The decision of the arbitrator shall be final and binding on both parties.
- 34
- 35 5. The cost for the services of the arbitrator, including per diem expenses, if any,
- 36 will be borne equally by the Association and the District. All other costs will be
- 37 borne by the party incurring them.

38

39 Exceptions to Time Limits

40 When a grievance is submitted on or after June 1, time limits shall consist of all

41 weekdays, excluding holidays, so that the matter may be resolved before the close of the

42 school term or as soon as possible thereafter.

43

1 **Cooperation of the Board and Administration**

2 The Board, Administration, and Association will cooperate with each other in the
3 investigation of any grievance, and further, will furnish each other with information
4 needed to process any grievance.

5
6 **Released Time**

7 Every effort shall be made not to interrupt the educational process unless the arbitrator
8 and/or Superintendent deem it necessary.

9 Non-renewal and/or discharge proceedings are not subject to the grievance procedure
10 since state law prescribes legal process to be followed.

11
12 **SECTION 6 - LAYOFF AND RECALL**

13 The term "layoff" as used herein refers to action by the District reducing the number of
14 teachers in the District due to economic reasons only; it does not refer to any decision to
15 discharge or non-renew an individual teacher for cause.

16
17 Teachers with valid contracts will not be laid off during any school year. All layoffs will
18 be effectuated at the start of the following school year. In the event of a layoff, the
19 District shall provide written notice to all affected teachers on or before May 15 of the
20 school year preceding the year in which the layoff would occur.

21 In the event that the District anticipates a layoff of teachers, the District will notify the
22 Association before May 15. The District will provide the association with pertinent
23 financial information demonstrating conclusively that projected revenues will affect
24 current staffing levels. Further, the District shall seek out financial assistance from
25 available resources.

26 The District shall also make available to the Association an accurate up-to-date account
27 of all voluntary gifts, contributions, donations, bequests, or pledges to the District. All
28 such funds shall be placed in the general fund for operational expenditures unless
29 earmarked for a specific program(s) of the District. Where anticipated revenues are
30 categorical and depend upon actual expenditures rather than budgeted amounts, the
31 District shall maintain these programs only to the limit of the categorical support.

32
33 One seniority list shall be compiled by the District that will include all state certificated
34 public school staff.

35
36 **Program**

37 Before any layoffs occur, the program for the District will be determined by the Board of
38 Directors.

39
40 **Seniority**

41 Layoff shall be by seniority. Seniority is defined as length of service within the state as
42 of the teacher's first working day.

1 By November 1, of each school year the District will publish and distribute to all teachers
2 and the Association a seniority list ranking each teacher from greatest to least seniority.

3
4 A finalized list shall be provided the Association by March 1 of each year, which list
5 shall reflect all corrections, deletions and additions of personnel for the school year.

6
7 In the event of more than one individual teacher having the same statewide seniority
8 ranking, all teachers so affected will be ranked according to in-District seniority.

9
10 In the event of more than one teacher having the same in-District seniority ranking, all
11 teachers so affected will be ranked in accordance with the number of education credits
12 beyond the BA Degree from greatest to least.

13
14 In the event of more than one teacher having the same number of credits after applying
15 the above provisions, all teachers so affected shall participate in a drawing by lot, to
16 determine position on the seniority list. The Association and all teachers so affected shall
17 be notified in writing of the date, place and time of the drawing. The drawing shall be
18 conducted openly and at a time and place that will allow affected teachers and the
19 Association to be in attendance.

20
21 **Layoff Procedure and Definitions**

22 In the event it becomes necessary to layoff teachers, the following procedure will be
23 implemented:

- 24
25 1. "Indeterminate Leave" means leave because of economic reasons resulting in a
26 reduction of teachers. Any teacher placed on indeterminate leave shall retain all
27 accrued benefits and such other benefits as are regularly extended to any teacher
28 on a one year leave of absence.
29
30 2. "Qualifications" means state and federal requirements for the subject area and/or
31 grade level to which the teacher will be assigned, academic preparation in subject
32 area and/or grade level assigned, teaching experience in subject area and/or grade
33 level assigned.
34

35 Teachers that are to be laid off shall be placed on indeterminate leave. Teachers to be
36 placed on indeterminate leave shall be those with the least service time in the state that
37 has been determined by the final seniority list ranking. The District shall begin with
38 those teachers who have one year of service or less, then two years, etc., until the
39 necessary quota has been met. Any request for indeterminate leave shall be granted.
40 Teachers shall not be "bumped" or reduced in seniority ranking by school employees that
41 are not represented by the teacher group.
42

1 **Recall Procedure**

2 After program cuts have determined how many positions would be eliminated, the
3 employees released who were not assigned to a position would go into a teacher pool.
4 Reassignments from this pool to existing vacancies shall be made on the basis of
5 seniority. No new teachers shall be hired to fill existing or new teaching assignments
6 until the pool has been exhausted, unless no teachers in the pool are qualified for the
7 position.

8
9 The District shall give written notice of recall from layoff by sending a registered or
10 certified letter to said teacher, at his/her last known address. A copy shall be sent to the
11 Association. It shall be the responsibility of each teacher to notify the District of any
12 change in address. The teacher's address as it appears on the District's records shall be
13 conclusive when used in connection with layoffs, recall, or other notice to the teacher.

14
15 **Layoff Benefits**

16 An individual laid off may pay the cost of insurance benefits through the District.

17
18 All positions of substitute teachers shall be offered to teachers on recall by seniority in
19 rotating order before any other person is offered such a position.

20
21 All benefits to which a teacher was entitled at the time of his/her layoff, including unused
22 accumulated sick leave will be restored to the teacher upon his/her return to active
23 employment, and the teacher will be placed on the proper step of the salary schedule for
24 the teacher's current position according to the teacher's experience and education.

25

1 **ARTICLE VIII - TERM OF AGREEMENT**

2
3
4 **SECTION 1 - REOPENER CLAUSE**

5
6 This Agreement may be opened for amendment(s) by the mutual consent of both parties,
7 and the Board shall not adopt policy affecting the wages, hours, terms and conditions of
8 employment of certificated staff without negotiating with the Association. Requests for
9 such amendment(s) by either party must be in writing and must include a summary of the
10 proposed amendment(s).

11
12 In the event of economic changes mandated by the Washington State Legislature during
13 the school contract year, the Association or the District may give ten (10) days notice of
14 its desire to negotiate changes in the salary schedule and economic fringe benefits.

15
16 **SECTION 2 – MANDATORY REOPENERS**

17
18 During the 2018-2019 school year, the District and the Association will meet and confer
19 regarding the anticipated migration to the School Employee Benefits Board (SEBB) plans
20 beginning January 1, 2020

21
22 **SECTION 3 - TERM OF AGREEMENT**

23
24 This Agreement shall be effective beginning with the **2018-2019** contract year, and shall
25 continue in effect through the **2020-2021** contract year (excepting salary, fringe benefits,
26 and other economic issues of concern to the Association or new legislative actions).

27
28 This Agreement shall be open for negotiating a successor agreement not later than May 1,
29 2018. It is the hope of both the District and the Association that only those items of
30 concern as expressed during the term of this agreement will be negotiated in formation of
31 a new agreement and that the articles in this agreement that have proven satisfactory may
32 continue in effect.

33
34 For Medical Lake Education Association For Medical Lake School District #326

35
36
37
38 BY: _____ BY: _____

39
40 DATE: _____ DATE: _____