

Medical Lake School District #326
Medical Lake Education Association

**COLLECTIVE BARGAINING
AGREEMENT**

2024-2025 2025-2026 2026-2027

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PREAMBLE

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.

ARTICLE I – RECOGNITION AND AGREEMENT

Section 1 – Recognition

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

1. Superintendent
2. Central Office Administrators
3. Principals and Assistant Principals
4. Athletic Director, when that position is full time
5. Department Directors and Department Supervisors, including special education and alternative learning.
6. Any other employee who has a preponderance of supervisory duties and functions pursuant to RCW 41.59.020(d) and who works half-time or more per week on a continuing basis, whose duties and functions are separate from a classroom or teaching assignment.

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

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

The following substitutes will be considered members of the bargaining unit: (1) those substitutes who have worked more than thirty days within the current or preceding school year and who continue to be available for employment; and (2) those who work twenty consecutive days during the school year. The following sections of the Agreement will apply to substitutes who are members of the bargaining unit: Article V, Section 2 (Substitute Contracts)

Section 2 – Contract Compliance

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

Section 3 – Conformity to Law

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

Section 4 – Nondiscrimination

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

Section 5 – Individual Contracts

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

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

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

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

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

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

Section 6 – Employment of Certificated Employees

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

Section 7 – Distribution of Agreement

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

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

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

D. The Agreements shall be posted on the Medical Lake School District website.

ARTICLE II – ASSOCIATION BUSINESS

Section 1 – Dues Deduction

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

The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Staff who commence employment after September or terminate employment before June shall have their deductions prorated. The District agrees to remit directly to the Washington Education Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. A duplicate list shall be provided to the Association as receipt for said transaction. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to teachers entering or leaving the employ of the District.

The employee may terminate their membership in the Association by submitting a membership cancellation request to the Washington Education Association. Upon receipt, the WEA will notify the District Payroll office of the cancellation. An employee's membership in the Association will continue year-to-year unless otherwise canceled by the employee.

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

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

Section 2 – District/Association Meetings

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

Section 3 – Use of District Facilities

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

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

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

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

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

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

Section 4 – No Strike – No Lockout

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

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

ARTICLE III – WORK SCHEDULES

Section 1 – Employee Work Year

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

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

School Psychologist	10 days
Speech/Language pathologist	10 days
OT/PT	10 days
Elementary-Counselor	5 days
Middle and High School Counselor	10 days
Special Education Teachers	10 days, with 5 conducted before the school year

These days will be scheduled in collaboration with the building principal and/or program supervisor.

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

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

Section 2 – Work Day

The starting and dismissal times, which may vary from school to school, shall be determined by the Board. The length of the assigned work day shall be substantially the same for all teachers and will consist of an average of seven and one-half (7½) consecutive hours including thirty continuous minutes duty-free lunch. Work schedules may be altered by the District if major changes are made to the schedule of a specific school (i.e., changes needed to comply with State law or WAC's if needed for double shifting, going from 7 to 6 periods, 6 to 7 periods, etc.)

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

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

The Association and the District also recognize that there are worthwhile activities that are beyond these traditional expectations; these may include, but are not limited to, Reading Festivals, 6th grade and Freshman transition nights, curriculum nights, etc. Certificated staff may claim additional hours for participating in these activities with the approval of their administrator.

Section 3 – Calendar and Emergency Closure

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

ARTICLE IV - CONDITIONS OF WORK

SECTION 1 - ORIENTATION OF STAFF

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

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

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

SECTION 2 - STAFF TRAINING AND DEVELOPMENT

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

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

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

The District shall provide a Beginning Educator Support Program (BEST) to help mentor teachers in their first three years in the profession; to include teachers in their first year of a new assignment, or their first year in the Medical Lake School District with at least three years of successful teaching experience in Washington State.

A teacher with at least three years experience who is assigned a new position will be provided a Beginning Educator Support Program (BEST) mentor at the request of their administrator.

SECTION 3 - CLASS SIZE

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

- Preschool 20 per session with a full time Paraeducator
- Developmental Preschool 13 per session with a full time Paraeducator
- Transitional Kindergarten 20 with a full time Paraeducator
- K-1 22
- 2 23
- 3 24
- 4 25
- 5 26
- 6-8 28
- 9-12 30
- 6-12 Math Support 20
- 6-12 Reading Support 2

Preschool through 5th Grade Class Size Overload

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

- adding another section of that level
- offering a transfer of the student to another classroom or building
- adding one hour of daily paraprofessional time
- increasing weekly prep time by ½ hour
- increasing instructional pay by 1 hour per week per student over the class size limit. These hours shall not be prorated.

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

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

6-8 Class Size Overload

If any class in grades 6-8 exceeds 28, then the average of all core classes will be computed. If the average is 25 or more a central administrator, building principal, and affected teacher will meet to resolve this issue with one or more of the following options:

- Adding another section
- Offering a transfer of student(s) to another class
- Adding one hour of daily paraprofessional time

- Increasing instructional pay by 1 hour per week per student over the class size average. For this purpose, fractional FTE would be rounded up to the next whole FTE. This pay will be retroactive to the first day of overload.

MS PE/Health classes will be provided additional paraeducator support during the weeks of classroom Health instruction.

The final decision to hire an additional teacher rests with the District. As much as possible, class sizes between different sections of the same grade level and/or courses should be equal.

9-12 Class Size Overload

If any class in grades 9-12 exceeds 30, then the average of all classes will be computed. If the average is 27 or more a central administrator, building principal, and affected teacher will meet to resolve this issue with one or more of the following options:

- Adding another section
- Offering a transfer of student(s) to another class
- Adding one hour of daily paraprofessional time
- Increasing instructional pay by 1 hour per week per student over the class size average. For this purpose, fractional FTE would be rounded up to the next whole FTE. This pay will be retroactive to the first day of overload.

The final decision to hire an additional teacher rests with the District. As much as possible, class sizes between different sections of the same grade level and/or courses should be equal.

Elementary Combination Classes

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

Secondary Large Group Instruction

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

Students with IEPs

If the composition of any one class(es) is heavily impacted by more than 25% of the students being served by the resource room, the District will add additional paraprofessional time to be determined by the IEP team. For preschool, any section with 25% or more students with IEPs will receive additional paraprofessional support for the entirety of that section.

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

SECTION 4 - PREPARATION TIME

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

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

Significant attempts will be made to:

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

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

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

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

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

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

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

SECTION 5 - STUDENT DISCIPLINE

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

The District agrees to provide a timely response to the concerns of teachers about specific student discipline problems. In instances where a teacher has sent a student to the office for disciplinary reasons, there will be a follow-up from the office in either verbal or written form to advise the teacher as to the action taken by the office.

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

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

SECTION 6 - EMPLOYEE FACILITIES

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

The District will make provision for the following facilities:

1. Space for storage of instructional materials and supplies
2. Equipment and supplies for the preparation of instructional materials
3. A faculty lounge

4. Desk and chair for each teaching station
5. Well-lit and clean restrooms, separate from student restrooms
6. A telephone in each faculty lounge and classroom.

SECTION 7 - NON-INSTRUCTIONAL DUTIES

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

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

SECTION 8 - INSTRUCTIONAL SUPPLEMENTAL MATERIALS/PERIODICALS

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

SECTION 9 - STUDENT TEACHERS

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

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

SECTION 10 - JOB SHARE

A job-sharing assignment is a shared performance of the duties of one full-time, regular position by two employees. The District and MLEA recognize benefits for employees, as well as the

district, can result from job sharing. Employees wishing to establish a new or continue an existing job share position must submit a request to the Superintendent, or designee, by May 1. The District will determine, in a timely manner, whether to honor the request.

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

1. Employees will meet with the building principal/supervisor to decide if the position can be shared effectively. This will include a discussion of teaching methods and educational philosophies, discipline philosophies, classroom management techniques, etc. The purpose of this discussion is to determine the compatibility of the two employees to assure the success of the job share.
2. The employees and the supervisor will need to develop an agreement on issues including, but not limited to: planning time, parent conferences, attendance at district meetings, first and last day of school, early release/late start days, completion of reports, MDT's/IEP's, membership on district committees, etc. The goal of this agreement is to foster intra-team communication and to support the quality of the program offered through job share arrangements. It is understood that each member of the job share is expected to meet the regular extra duties of a full-time employee.
3. Employees will establish a work schedule that meets with the approval of the building principal/supervisor.

Employees in a job share position will:

1. Receive a contract with the salary based on his/her portion of the time shared (i.e., half time = half salary.)
2. Receive experience increments as recognized by the statewide allocation schedule (i.e., 91 days = .500 year of experience)
3. Be allowed to substitute for each other at the normal substitute pay rate or by exchanging work hours (principal/supervisor approval required)
4. Be allowed to request a transfer back into a full-time position under the Assignment, Transfer, and Vacancies language.
5. Sign an "Agreement with Job Sharing Participants"

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

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

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

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

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

ARTICLE V - SALARY AND EMPLOYEE BENEFITS

SECTION 1 - METHOD OF SALARY PAYMENT

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

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

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

SECTION 2 - PLACEMENT ON SALARY SCHEDULE

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

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

1. The calculation of years of service with ESA for occupational therapists, physical therapists, speech-language pathologists, audiologists, nurses, social workers, counselors, and psychologists regulated under State law and will include experience in schools and other non-school positions as occupational therapists, physical therapists, speech-language pathologists, audiologists, nurses, social workers with a ESA. The calculation shall be that one year of service in a non-school VOE returned and signed by HR, will equal one year of service up to a total of ten (10) years maximum.

2. The calculation for years of service for Career and Technical Education instructors will include up to five (5) years worked within the instructor's career field after a signed VOE has been received by Companies HR. CTE Teachers eligibility to receive the up to five (10) years placement on the District Salary Schedule, is based on the following:

1. The CTE Teacher shall hold an initial or continuing CTE certification that is directly related to their current teaching assignment when hired or assigned by the Superintendent. The work experience shall be non-teaching work experience to be eligible for placement.
2. No more than 1.0 FTE worth of occupational work experience and/or teaching experience may be awarded in a contracted school year (September 1 – August 31).
3. Once this placement is awarded it remains in place, the teacher must maintain a valid CTE Certificate.

For the purpose of computing a year of experience in items 1 and 2 above, a full year will be deemed to be 1,440 or more hours within a twelve-month period.

Notification Letter (Educational Increments)

To advance on the schedule by educational growth with credits from an accredited college or clock hours as recognized by the state, it shall be the teacher's responsibility to complete a district form entitled "Educational Increments Request." Received at the District Office prior to October 10th of each Calendar Year.

Substitute Contracts

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

SECTION 3 - TEACHERS' SALARY SCHEDULE

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

SECTION 4 - COMMITTEE AND OTHER ACTIVITY PAY RATES

1. Certificated staff who serve on District appointed professional committees will be compensated at the rate of \$40.00 per hour for meetings beginning after 3:30 p.m. or when the meetings convene.

2. Professional Development that pertains to curriculum or district initiatives will be compensated at the rate of \$40.00 per hour for classes provided by the district that begin after 3:30. Other professional development will be offered for clock hours only.
3. Certificated staff who participates in the following school activities shall be compensated as follows:
 1. Building Leadership Team - \$40.00 per hour monitored through the Administrative Council.
 2. Environmental Education Camp - \$25.00 per hour, per certificated teacher maximum six (6) hours each for curriculum planning. Nurses will receive two (2) hours for preparation at \$25.00. If staff members stay overnight, they will receive a \$200.00 stipend.
 3. Building Test Coordinator(s)- Building test coordinators will receive a stipend of \$1500.00 per year. Two coordinators per building. If one person elects to be the sole coordinator they will receive both stipends.
 4. Highly Capable Building Coordinators- Highly Capable Coordinators will receive an annual stipend based on the total number of students they evaluate and monitor within their building. One coordinator per building.

1-15 students	\$1,000.00
16-30 students	\$2,000.00
31+	\$100.00/student

5. ELL Building Coordinators- ELL Building Coordinators will receive an annual stipend based on the total number of students they serve within their building. One coordinator per building. Coordinators must have an English Language Learner endorsement.

1-5 Students	\$1,000.00
6-10 Students	\$2,000.00
11+	\$200.00/student

6. K-5 Science Coordinators- K-5 Science Coordinators will receive an annual stipend of \$1,000.00 per year. Two coordinators per building: one K-2 and one 3-5.
7. In the event a teacher is asked by their supervisor to provide coverage for another class, or because of a lack of substitute teachers, they will be paid one hour of their instructional rate of pay.
8. Staff who substitute for building administrators shall be compensated \$50 per day.
9. Certificated Instructional Staff (CIS) in Special Education who are asked to write IEP's and evaluations for students outside their caseload will be compensated at their instructional rate of pay.
10. Stipends owed for those attaining National Board of Professional Teaching Standards certification will be paid in the July pay warrant.
11. Teachers who complete the WA-AIM portfolios who exceed their 5 additional days will need prior approval for additional time, and will be compensated at their instructional rate of pay.
12. Staff with a Doctoral degree will receive an additional stipend of \$5,000 per year.

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

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

SECTION 5 - ACTIVITIES PAY SCHEDULE

See printed schedule included with teaching contract.

The District agrees to pay additional stipends to CTE teachers as follows:

Agriculture Science Pathway	\$12,800
Robotics	\$8,667
Business	\$2,211
Athletic Trainer	\$1,474
Shop	\$1,474
FBLA	\$1,474

SECTION 6 - INSURANCE BENEFITS

Certificated staff are covered by the School Employee Benefits Board (SEBB) and its rules and regulations for insurance options.

The district will fund Voluntary Employee Benefits Association (VEBA) accounts at \$900 per year per employee 24/25 School Year, \$1050 a year per employee, 25/26 School Year and \$1200 a year per employee 26/27 School Year. VEBA requires an annual agreement between the District and the Association for participation. For more information about VEBA, please consult the Employee Benefits Handbook.

SECTION 8 - OTHER DEDUCTIONS

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

SECTION 9 - STAFF PROTECTION

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

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

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

SECTION 10 - TRANSPORTATION REIMBURSEMENT

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

SECTION 11 – RETIREMENT NOTIFICATION CONTRACT

Employees who plan to retire at the end of the school year will be given an extended contract if they announce their retirement early. If the employee notifies the District with a letter of resignation by November 30th, the extended contract shall be worth \$3,000; by February 28, \$1,500.

ARTICLE VI - LEAVES

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

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

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

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

LEAVES (LISTED IN ALPHABETICAL ORDER)

SECTION 1 – ASSOCIATION LEAVE

In order to accomplish the purpose of RCW 41.59 up to thirty (30) days of leave with pay per year shall be provided to the Association upon Association request with the costs of substitute teachers being borne by the Association. The days allowed will be used for the purpose of attending conferences and conventions associated with the National Education Association and

its affiliates if such meetings are for professional growth and/or curriculum development. Delegates attending shall be determined by the executive board of the Medical Lake Education Association.

SECTION 2 - BEREAVEMENT LEAVE

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

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

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

SECTION 3 - EMERGENCY LEAVE

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

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

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

SECTION 4 - WA PAID FAMILY MEDICAL LEAVE

Under the federal Family Medical Leave Act (FMLA), the Washington Family Leave Act (FLA), the Washington State Human Rights Commission Laws, the Washington Family Care Act (FCA), and District Policy/Procedure 5404, employees have certain rights and protections, most of which run parallel with other provisions in this section. It is encouraged that employees review their rights under these laws with the Director of Human Resources.

SECTION 5 - INDUSTRIAL LEAVE

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

SECTION 6 - JURY DUTY AND SUBPOENA LEAVE

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

SECTION 7 - LEAVE WITHOUT PAY

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

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

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

SECTION 8 - MATERNITY LEAVE

Maternity leave may be used for pregnancy, miscarriage, adoption, childbirth, and recovery wherefrom. Employees will be granted a maximum of eight (8) weeks of maternity leave, following delivery, which ends upon the doctor's release to return to work. This leave is eligible for use of sick leave. An employee shall notify the Building Principal/Supervisor in writing of the

expected date of leave and shall do so at least 90 days before this date. In the event of complications during pregnancy, accumulated sick leave may be used with a doctor's order for the employee to be off work.

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

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

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

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

SECTION 9 - MILITARY LEAVE

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

SECTION 10 - PATERNITY LEAVE

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

SECTION 11 - PERSONAL LEAVE

Employees may be granted five (5) days of personal leave with no deduction for substitute pay or sick leave.

1. The employee will provide the building principal notice as far in advance as possible.
2. Approvals of requests during the first or last week of school are at the discretion of the building principal or supervisor.

3. No more than two individuals or 10% of the building staff (whichever is larger) shall be granted personal leave per day. Such leaves shall be granted per building on a first come, first served basis at the discretion of the building principal/supervisor, more can be granted if an appropriate substitute can be employed.
4. The employee may accumulate five (5) days of personal leave. Unused personal leave days will be cashed out at the end of the school year.
5. Reimbursement for cashed-out personal days shall be at \$250 per day. Payment shall be in the July warrant.
6. Certificated employees will not be granted personal leave on Learning Improvement Days. If a special circumstance arises, leave may be granted by the supervisor after conferring with the employee.

SECTION 12 -- PROFESSIONAL LEAVES

Leave with pay and expenses will be provided for teachers to attend in-service or curriculum improvement meetings. Professional leave may also be used to administer testing important to the educational program of the school and district. The determination of leaves will be made within the respective building staffs and subject to availability of funding and qualified substitutes as determined by the building principal. All travel requests will be reviewed by the Board of Directors.

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

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

SECTION 13 - SICK LEAVE

Employees under a school year contract shall be allowed sick leave at the rate of twelve (12) days (96 hours) per year accumulative to a total of up to the number of contract days/

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

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

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

SECTION 14 -- CONVERSION OF ACCUMULATED SICK LEAVE

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

Attendance Incentive Program

Procedure:

1. Employee must complete the required form and return to the District Office by January 31.
2. District Office will complete a second form and verify receipt of employee application by returning a copy of the second form to the employee.
3. Payment will be made with the February payroll.
4. Payment at retirement or death will be computed in consultation with the employee or beneficiary (January 31 deadline is not applicable).

Provisions:

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

1. Annual Cash-out

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

2. Retirement or Death

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

ARTICLE VII - REGULATIONS AND PROCEDURES

SECTION 1 - EVALUATION AND PROBATION PROCEDURES

Teacher Evaluation – Purpose

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

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

QUALIFICATIONS OF EVALUATORS

The term "Evaluator" shall mean the building principal or assistant principal of the classroom teacher being evaluated. The evaluator shall be made known to the classroom teacher within fifteen (15) working days of the beginning of the school year or within fifteen (15) working days of the first day of employment. In the event the teacher being evaluated does not work under the direct supervision of a building principal or assistant principal, a certificated administrator as designated by the Superintendent shall serve as evaluator.

A classroom teacher who is assigned to two (2) or more schools shall be assigned a primary evaluator.

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

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

DEFINITION

1. The term "**Artifacts**" shall mean anything in physical or virtual form that provides data. Artifacts could include notes from observed practice and products or results of a classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four level rating system. Artifacts should not be created specifically for the evaluation system.
2. The term "**Classroom Teacher**" shall mean certificated staff with an assigned group of students for whom they provide academically focused instruction and/or grades. The term "classroom teachers" does not include: counselors, librarians, instructional coaches, education specialists, Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT, nurses, or school psychologists), and other bargaining unit members who do not meet this definition. Employees who do not meet the definition of classroom teacher will be evaluated using the evaluation requirements, as per state law and as written in the Collective Bargaining Agreement.
3. The term "**Component**" shall mean the sub-section of each criterion.
4. The term "**Evaluation**" shall mean the ongoing process of identifying, gathering and using information to improve professional performance, and assess total job effectiveness.
5. The term "**Evaluation Criteria**" shall mean the minimum eight (8) evaluation criteria for classroom teachers to be scored as specified in WAC 392-191-006.
6. The term "**Evaluation Report**" shall mean that document which becomes a part of the teacher's personnel file.
7. The term "**Evidence**" shall mean any artifact, observed practice or results of the classroom teacher's work that demonstrates the teacher's ability and skills in relation to the instructional framework rubric. Evidence is not intended to be a portfolio collection of evidence but rather a sampling of data used to demonstrate the classroom teacher's level of performance. It should be gathered from the normal course of employment.
8. The term "**Instructional Framework**" shall mean the adopted instructional framework pursuant to RCW 28A.405.100. The parties have agreed to the Danielson Teacher Evaluation Model Rubrics by State Criteria with Scales and Possible Evidence as the basis of the evaluation process.
9. The term "**Not Satisfactory**" shall Mean:
 - a. Provisional Teachers and Non-provisional Teachers with five (5) years or less teaching experience in the State of Washington
 - i. Receiving a summative score of one (1) is not considered satisfactory performance.
 - b. Non-provisional Teachers with more than five (5) years teaching experience in

the State of Washington.

- i. Receiving a summative score of Unsatisfactory one (1) is not considered satisfactory performance.
 - ii. Receiving a summative score of Basic two (2), for two years in a row or two years within a consecutive three-year period, is not considered satisfactory performance.
10. The term "**Observation**" shall mean the gathering of evidence made through classroom or worksite visits for the purpose of viewing instruction and examining evidence over time based on the district adopted teacher evaluation model.
- a. A "**Formal Observation**" shall mean a documented observation that is pre-scheduled.
 - b. An "**Informal Observation**" shall mean a documented observation that is not required to be pre-scheduled.
11. The term "**Rubrics**" shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.
12. The term "**Scoring Band**" shall mean the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.
- | | |
|------------------------|-------|
| Level 1 Unsatisfactory | 8-14 |
| Level 2 Basic | 15-21 |
| Level 3 Proficient | 22-28 |
| Level 4 Distinguished | 29-32 |

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

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

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

Assessments used to demonstrate student growth shall be appropriate, relevant and initiated by the classroom teacher. Evaluation of student progress may include formative and summative measures. Evaluation of student progress may include formative measures, summative measures, school-wide and district-wide assessments.

15. The term "**Summative Performance Ratings**" shall mean the four performance levels applied using the four-level rating system:

Level 1 = Unsatisfactory

Level 2 = Basic

Level 3 = Proficient

Level 4 = Distinguished

Provisional Teachers

1. Definition: The term "**Provisional Teacher**" shall mean any teacher in a teaching or other nonsupervisory certificated position. Provisional teachers shall be subject to nonrenewal of employment contract as provided in RCW 28A.405.220 during the first three years of employment, unless: (a) the teacher has previously completed at least two (2) consecutive years of certificated employment in another school district in the state of Washington, in which case the teacher shall be subject to nonrenewal of employment contract pursuant to RCW 28A.405.220 during the first year of employment; or (b) the teacher has received an evaluation rating below level two (2) on the four-level rating system established under RCW 28A.405.100 during the third (3rd) year of employment, in which case the teacher shall remain subject to the nonrenewal of the employment contract until the teacher receives a level two (2) rating. This shall include any teacher who is re-employed with the District after a break in service.
2. Evaluation Option: Provisional Teachers shall be evaluated on a comprehensive evaluation in accordance with provisions listed in section 3.12.6 Comprehensive Evaluation Option.
3. Ninety (90) day Observation: Provisional teachers shall be observed for thirty (30) minutes in the first ninety (90) calendar days.
4. Additional Observations: In the third year of provisional status, teachers shall be observed for a minimum of ninety (90) minutes during the evaluation year.

EVALUATION PROCESS

1. Notification- Within the first fifteen (15) days of each school year, or within fifteen (15) working days of the first day of employment, the classroom teacher will be notified whether the teacher will be evaluated using the comprehensive or focused evaluation system. When appropriate, evaluators may use group meetings for this purpose.
2. Teacher Self-Assessment - All teachers will complete either a self-assessment on all eight (8) criteria and the components therein or use the results of their prior year's comprehensive evaluation in lieu of a self-assessment, prior to setting professional goals. No teacher shall be required to share the self-assessment form with his/her evaluator.
3. Artifacts and Evidence

1. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
2. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated at the time of the post-observation conference, and be used to determine the final evaluation score.
3. Artifacts should not be created specifically for the evaluation process, but should be
4. "A natural harvest" of products generated in the course of the teacher's practice.
5. Emphasis should be placed on the collection of a small number of high quality artifacts demonstrating teacher performance, rather than quantity of artifacts submitted.

4. Documentation

The District shall adhere to following:

1. A copy of the final evaluation and teacher's written comments, if applicable, shall be placed in the teacher's personnel file.
2. Classroom teachers shall have access to their data collection account in subsequent years as long as they remain employed in the District. Upon separation of employment from the District this account shall be closed and no longer maintained by the District.
3. Evaluators shall notify the teacher of any additional evidence submitted to data collection account within three (3) days.
4. Teachers shall not be required to use the data collection system; an acceptable alternative will be made available.
5. Any and all data entered into the data collection system shall be considered confidential, and not be subject to public disclosure.

5. Electronic Monitoring

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

COMPREHENSIVE EVALUATION OPTION

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

1. Professional Goals – Comprehensive Evaluation Option

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

2. Pre-Observation Conference – Formal Observation

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

3. Formal Observation

- a. At least one formal observation shall be conducted within the first ninety (90) calendar days for provisional teachers. Non-provisional teachers shall be formally observed within the first ninety (90) workdays of the school year. The first formal observation for both provisional and non-provisional teachers shall be prearranged. The total annual observation time cannot be less than sixty (60) minutes.
- b. If mutually agreed upon, the second thirty (30) minutes of required observation time may be broken into smaller time increments. Only one pre-observation conference will be required for that series of observations.
- c. As defined in RCW 28A.405.220, teachers in the third year of provisional status must be observed for an additional thirty (30) minutes, for a total observation time of no less than ninety (90) minutes.
- d. Observations will not take place on half, early release, or late start days, the day before winter or spring break, on the day following an absence of the teacher, and on days of an assembly or a modified schedule, unless mutually agreed upon by the teacher and the evaluator.
- e. Within five (5) working days after completion of the formal observation or series of informal observations the evaluator shall provide the teacher with a written summary and feedback of the observation(s). Documentation shall be made using the instructional framework.
- f. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the observation document

prior to or during the post-observation conference and be used to determine the final evaluation score.

- g. The final formal observation shall occur prior to May 1.

Post-Observation Conference – Formal Observation

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

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

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

Formal Observations

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

Final Summative Evaluation Conference

1. Prior to May 15 the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by and analysis of evidence. The analysis will take a holistic assessment of the teacher's performance over the course of the year.
2. The classroom teacher has the right to provide additional evidence for each criterion to be scored. Evidence must be submitted to the evaluator by May 1 unless the evaluator and teacher mutually agree to a later date.
3. If the evaluator judges the teacher be below Proficient the evaluator must articulate multiple points of evidence that deemed the score less than Proficient.
4. When a final summative score is below Proficient and the teacher believes certain teacher evaluator evidence was not considered and/or the criteria were not objectively scored the teacher and shall mutually agree on one of the following:
 1. An additional formal observation by June 1
 2. An alternative evaluator scoring the evidence. The alternative evaluator will be mutually agreed upon by the association and the District.
 3. Assignment of a new evaluator for the ensuing school year.
 4. An additional observation by a different evaluator.

5. Nothing prohibits an evaluator from evaluating any or all teachers as Distinguished based on the evidence within a school year.
 1. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
7. Upon completion of an evaluation by the principal or other evaluator, the employee shall be provided with a copy of the summative evaluation report within three (3) days.
8. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the teacher agrees with its contents. The teacher shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy of the report and prior to the report being forwarded to the District Personnel Office; or the comments may be forwarded to the Personnel Office within seven (7) school days following the evaluation conference

Comprehensive Evaluation Summative Score

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

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

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

Student Growth Impact Rating

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

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

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

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

Impact of Low Student Growth Score

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

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

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

Student Growth Inquiry

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

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

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

FOCUSED EVALUATION PROCESS

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

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

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

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive evaluation must occur in writing prior to December 15th. A change to Comprehensive evaluation must be

preceded by a least one (1) meeting to discuss the need to change an opportunity for response and the decision.

Observations and Conferences

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

Final Summative Score – Focused Evaluation

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

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

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

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

SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

1. Prior to the start of school, the Association will be notified if a continuing contract teacher with five (5) or more years of teaching, is judged below Proficient (-3)
2. When a teacher's summative score falls below Proficient, at least one of the following conditions and provisions shall be granted, by mutual agreement between the teacher and the evaluator, to support the teacher's professional development:
 - a. The teacher shall be granted up to five (5) days of district funded release time to observe colleagues' instruction.
 - b. The teacher shall be granted an additional/alternative certificated employee evaluator.
 - c. The teacher will be assigned to only one (1) work location, i.e., one classroom.

- d. A mentor will be assigned.
- e. The teacher may choose to participate in a voluntary structured support plan
- f. Additional supports may include, but are not limited to: peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A-405-140).

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

PROBATION

Purpose:

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

Not Satisfactory:

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

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

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

Notice:

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

Probationary Period:

A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's

performance as long as the probationary period is concluded before May 1 of the same school year.

Regular Meetings and Assistance:

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

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

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

Transfers:

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

Removal From Probationary Status:

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

Failure to Improve:

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

Immediately following the completion of a probationary period that does not produce the required comprehensive summative evaluation performance ratings specified under 3.12.8 (e) above, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another

teacher nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of the teacher's contract year. If such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of the contract term

Procedural Errors:

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

GENERAL REQUIREMENTS

Work Site Limit:

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

Signatures:

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

Copy and Response:

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

Principals' Yearly Evaluation Files:

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

Surprise Bar:

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

USE OF EVALUATION RESULTS

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

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

NON-CLASSROOM STAFF

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

SECTION 2 - PERSONNEL FILE

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

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

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

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

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

The official personnel file of each certificated employee shall be maintained in the District Administration Office. Any records, reports, or anecdotal information maintained by the Building

Principal/Supervisor shall not be considered a part of the official personnel file and such information shall be destroyed, unless it is a part of the evaluation document placed in the personnel file at the end of each school year.

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

SECTION 3 - ASSIGNMENT, TRANSFER, AND VACANCIES

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

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

SEQUENCE OF ASSIGNMENTS AND TRANSFERS:

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

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

1. In-building transfers will have first consideration unless a reassignment is determined by administration to be necessary as a result of budgetary/staffing changes.
2. Openings in a building for the next school year will be announced, by email to certificated staff and Human Resources, by the building principal as early as possible, when the openings occur while school is in session. Positions shall be posted in building for five (5) business days.
3. If the position is not filled in building, the posting will be posted on the district website for a minimum of 5 working days to allow for potential transfers by in-district employees.
4. When openings become available during summer vacation the position will be posted on the district website for a minimum of 7 working days.
5. The District will attempt to notify the applicant of his/her selection or rejection for the staff opening as soon as possible, within (2) two weeks after the position has been filled. Attempts will be documented by the building/program administrator and available upon request.
6. When a request for a transfer is denied, he/she will be informed of the reason(s) as soon as possible.
7. Employees will only be eligible for one transfer in building, per school year assignment.

II. Placement of Involuntary Transfers/Program Reduction

1. In the event a program or programs need to be reduced, no staff opening shall be filled by means of an involuntary transfer if there is a volunteer available who meets the qualifications for the position.
2. The District will determine programs that need to be reduced. Staff input will be taken into consideration.
3. Programs that need to be reduced will be identified within a specific building. "Program" is defined as secondary building departments, individual elementary building grade levels, or district-wide special program.
4. In the event that a program reduction that contains a combined grade level or a looping situation, the person involuntarily transferred will come from either grade level using the procedures identified in this section.
5. Within the identified program, teachers will be ranked in reverse order according to:
 1. Years of experience in the District.
 2. Years of experience in building
 3. Degrees
 4. Credits
 5. A drawing by lots will be conducted to determine who shall be involuntarily transferred when all the above items are equal. Affected parties shall be invited to attend the drawing.
6. No employee shall be involuntarily transferred more than two times within a three year period, or more than once within a school year.
7. The employee will be notified of the transfer as soon as the need for the transfer is established by the District.
8. The District will offer to consult with the affected employee(s) regarding the rationale for the transfer.
9. Employees involuntarily transferred due to program reduction will be given priority to return to an open position within that program for (2) two years.
10. Based upon established educational need and physical requirements, the teacher involuntarily transferred shall have an additional fourteen (14) per diem hours to prepare and plan for the new assignment and to transfer materials. This shall mean weekends and/or after school, if convenient for the teacher affected.
11. The employee may request the assistance of the District to help move the employee's instructional materials.

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

III. In-District Transfers

1. Building principals shall post all openings within their buildings as early as possible by email. The posting will be open for 5 working days.

2. When school is in session, postings will be sent to the MLEA President and posted on the District website for (5) five working days.
3. Teachers interested in transferring shall notify the Superintendent or designee in writing of their interest in the position within the (5) five working days that the position is posted.
4. When school is not in session, the District shall place all openings for teaching positions on the District website for seven (7) working days.
5. Teachers interested in transferring shall notify the Superintendent or designee in writing of their interest in the position within the (7) working days that the position is posted.
6. When a building has a teaching vacancy, the principal will consider employees who have indicated an interest in the position that is open
7. The building principal will notify the employee of his/her selection or rejection for the staff opening as soon as possible, but not more than two (2) weeks after the position has been filled.
8. When a request for transfer is denied, he/she will be informed of the reason(s) as soon as possible.
9. Employees will only be eligible for one voluntary transfer (in-building or in-district) per school year.
10. Part-time staff will be considered for reassignment (in-building and in-district transfers) to positions of equal or greater FTE only if the additional FTE is supported within the District's budget.
11. Whenever possible, positions that open after the first day of school, which are for the current school year, will be filled by new employees. However, if positions filled after the first day of school with provisional employees continue for the following school year, interested certificated staff will have the ability to apply and transfer into these positions following the procedures in the Collective Bargaining Agreement. The provisional employee(s) shall move to an open position if available and if the District makes the decision to renew the provisional employee's contract.

IV. Returns from Leave

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

V. Positions Open-Outside Candidates

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

Extra Duty Assignments

As with all supplemental contracts (RCW 28A.400.200), these contracts are for one year only and will be posted within the building where the positions will occur. Multiple activities may be

listed on a posting, and the posting may be in written or electronic form. Certificated staff will be notified, in writing, of any extra duty academic assignments that are open within their building, such as Planned Academic Units (PAU's), extended learning, etc. Selection will be based on the candidate's qualifications. If more than one person seeking the position is qualified, selection will be determined by district seniority. If the position is not filled with certificated staff within the building, a posting will be developed for all other certificated district staff following the same selection criteria. If no certificated staff within the district accepts the position, other candidates will be considered based on qualifications. Extra duty assignments may be discontinued or substituted at the District's discretion. The decision will be made with input from the Association, and shall not be subject to the grievance procedure.

Extended School Year Assignments

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

SECTION 4 - DUE PROCESS

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

No certificated employee shall be disciplined (including warnings, reprimands, suspensions, reduced in rank or compensation, or deprived of any professional advantage) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing. Complaints made against a teacher or person for

whom the teacher is administratively responsible, by any parent, student, or other person will be promptly called to the attention of the teacher. Complaints not called to such teacher's attention may not be used as the basis for any disciplinary action against the teacher.

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

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

SECTION 5 - GRIEVANCE PROCEDURE

Purpose

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

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

Definition

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

General Conditions

1. Time Limits

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

2. Representation

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

3. Confidentiality

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

4. Freedom from Reprisal

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

5. Assistance in Investigation

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

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

PROCEDURE

Step One

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

Step Two

- a. If within twenty (20) work days of Step One the educator is not satisfied with the procedure outlined in Step One above, he/she or the Association may request from the building representative a form entitled "Grievance Review Request."
- b. This form is to be submitted at a meeting with the Building Principal/Supervisor.
- c. A written response from the Building Principal/Supervisor will be given to the grievant four (4) work days of the meeting.

Step Three

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

Step Four

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

Exceptions to Time Limits

When a grievance is submitted on or after June 1, time limits shall consist of all weekdays, excluding holidays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

Cooperation of the Board and Administration

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

Released Time

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

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

SECTION 6 - LAYOFF AND RECALL

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

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

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

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

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

Program

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

Seniority

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

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

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

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

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

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

Layoff Procedure and Definitions

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

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

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

Recall Procedure

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

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

Layoff Benefits

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

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

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

ARTICLE VIII - TERM OF AGREEMENT

SECTION 1 - REOPENER CLAUSE

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

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

SECTION 2 - TERM OF AGREEMENT

This Agreement shall be effective beginning with the 2024-2025 contract year and shall continue in effect through the 2026 - 2027 contract year (accepting salary, fringe benefits, and other economic issues of concern to the Association or new legislative actions).

This Agreement shall be open for negotiating a successor agreement not later than May 1, 2027. It is the hope of both the District and the Association that only those items of concern as expressed during the term of this agreement will be negotiated in formation of a new agreement and that the articles in this agreement that have proven satisfactory may continue in effect.

For Medical Lake Education Association

For Medical Lake School District #326

BY: _____

BY: _____

DATE: _____

DATE: _____