

Certificated Bargaining Agreement

Between

The Mary M. Knight Education Association

And

The Mary M. Knight School District

2018-2019

Revision Date: **Table of Contents**

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PREAMBLE

In order to effectuate the provisions of RCW 41.59, the Public Employees' Collective Bargaining Act (hereinafter the Act); and is to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the certificated employees of the District, this Agreement is made and entered into for the period August 31, 2018 to August 31, 2019 by and between the Mary M. Knight School District No. 311 (hereinafter referred to as District) and the Mary M. Knight Education Association (hereinafter referred to as Association), an affiliate of the Washington Education Association and the National Education Association.

ARTICLE I – ADMINISTRATION

Section 1 – Recognition

- 1.1 The Mary M. Knight School District recognized the Mary M. Knight Education Association, pursuant to Chapter 41.59 RCW, as the exclusive bargaining representative for all employees employed or to be employed by the District who are under contract, on district-approved leave, long-term substitutes, and/or leave replacement employees,
- 1.2 Excluded from the bargaining unit will be the Superintendent, central office administrators, building principals, assistant building principals, or any supervisor who may in his/her normal duties perform a preponderance of the following: have authority, in the interest of the District to hire, assign, promote, transfer, layoff, recall, suspend, discipline, or discharge other employees, or to adjust their grievance, or to recommend effectively such actions.
- 1.3 Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender may include both masculine and feminine; and words denoting numbers may include both singular and plural.
- 1.4 The District may not bargain with or recognize any “employee organization” other than the Mary M. Knight Education Association as representing the employees of the District in the bargaining unit defined in this section, unless said organization is legally formed according to statutes that allow for such formation.
- 1.5 The term “Employee” and “Educational Employee” shall mean any certificated employee when used hereinafter in the Agreement and will refer to all employees represented by the Association in the bargaining unit as defined above. The term “Board” shall mean members of the Board, administration and/or their designees.

Section 2 – Negotiations Procedures

- 2.1 The board, administration and an Association Negotiating Committee shall conduct negotiations. A chief negotiator may be selected from each group, and the persons selected may call and arrange for meeting as required.
- 2.2 Association representatives on the Negotiating Committee shall be members of the Instructional Staff and limited to five (5).
- 2.3 Each team shall have tentative settlement authority (power to conclude a binding agreement). Both negotiation teams are bound to recommend and work for acceptance of agreements reached between the teams.
- 2.4 Either the Board or the Association may request a negotiation session by communicating with the chief negotiator or the chairperson of the other party. A meeting for the purposes of negotiation will take place within fifteen (15) days of receipt of the request unless there is a mutual agreement to extend the time.
- 2.5 The parties mutually agree that it is undesirable to interrupt the school program or the occupational responsibilities of the Board members for purpose of negotiations. Therefore, every effort will be made to schedule meeting when all involved personnel are free from such responsibilities. However, should the Board agree it is necessary to meet at a time when school is in session Association representatives shall be released from normal assignments without suffering loss of pay or benefits.
- 2.6 The location and time of a negotiation meeting will be determined by mutual Agreement of the Board and the Association's Negotiating Committee.
- 2.7 Negotiations, including discussions and debate, based upon facts and reasoned proposals, shall be conducted in good faith and in a cooperative atmosphere.
- 2.8 Proposals and counter-proposals shall be in writing.
- 2.9 Tentative agreements reached in negotiations shall be reduced to contract language and signed by the spokesperson of each team. The tentative agreement will be referred to the Board and the Association for action.
- 2.10 Negotiations shall continue until there is agreement or there is failure to agree.
- 2.11 Each party may take the minutes of each meeting with comparisons being made prior to termination of the session. Prior to the end of each session, agreement may be sought from these notes and signed by the chairperson of each.

- 2.12 Consultants may be called upon by either party for advice and to present information or factual data. A twenty-four (24) hour advanced notification to the other party is mandatory.
- 2.13 The Board agrees to furnish the Association, upon reasonable requests, such available information as may assist the Association in developing intelligent, feasible, and constructive proposals on behalf of teachers, students and the school system. If copies are desired, the Association agrees to pay .10 cents per page for each page copied.
- 2.14 The Association agrees to furnish the Board and the Superintendent, upon reasonable request, available research information and data gathered by the Association or its affiliates, that may assist the Board and the Superintendent in the negotiations process.
- 2.15 At any time either party may request a recess for the purpose of a caucus.
- 2.16 In the event any matter being jointly considered by the Board and the Association is not settled by means provided above, either party may invoke impasse procedures, as provided in the Education Employment Relations Act.

Section 3 – Status of the Agreement

- 3.1 This agreement shall supersede any rules, regulations, policies or resolutions of the District which shall be contrary to or inconsistent with its terms. State Law, however, will always take precedence.
- 3.2 If an employee's individual contract contains any language inconsistent with this Agreement, the Agreement will be controlling. Two (2) copies of a contract will be given to the employee each year for signature. One (1) of these copies is then placed in the employee's personnel file and the second signed copy returned to the employee.

Section 4 – Conformity to Law

- 4.1 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provisions of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

Section 5 – Distribution of Agreement

- 5.1 Following ratification signing of this Agreement, the Association shall print this Agreement. The cost of printing multiple copies of the Agreement shall be equally borne by the District and the Association. The District will distribute to all employees copies of this Agreement. All employees new to the District will be provided a copy of the Agreement by the District upon their date of hire, and such Agreement will be available to all applicants for certificated positions for review.
- 5.2 There will be two (2) signed copies of the final Agreement for the purpose of records. One will be retained by the District, and one by the Association.

Section 6 – Agreement/Administration/Interpretation

- 6.1 Upon request in writing, by either party, the Association officials and District administrators will meet to discuss school problems relating to interpretation or compliance with its Collective Bargaining Agreement. When a request is made, the meeting will be held within two days.

ARTICLE II – BUSINESS

Section 1 – Dues, Deductions and Representation Fees

- 1.1 Association Dues: The Association, which is the legally recognized exclusive bargaining representative of the employees as described in the “Recognition” clause of the Collective Bargaining Agreement, shall have the right to have deducted from the salary of members of the Association (upon receipt of a written authorization form) an amount equal to the fees and dues required for membership in the Association.
- 1.2 The dues deduction form and authorization will remain in effect from year to year, unless withdrawn in writing by the employee.

Section 2 – Management Rights

- 2.1 It is agreed that the customary and usual rights, Powers, and functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws and regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions, the right to suspend, discharge, demote or take other disciplinary actions against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District

shall retain the right to maintain the efficiency of the District operations by determining the methods, the means, and the personnel by which such operations are conducted.

Section 3-Association Rights

- 3.1 The Association will have, in addition to other rights expressly set forth or provided by statute, the following rights:
- 3.2 The Association will be provided with bulletins boards, or sections thereof, for the purpose of posting Association materials at each work site. The Association will also have the right to use the school mails and school mail boxes to distribute Association material so long as such communications are labeled as Association materials, contain the name of authorizing Association official, and are not political in nature or defaming to any individual or group.
- 3.3 The Association will have the right to use school facilities for meetings and school equipment, when such equipment is not otherwise in use during non-duty hours provided that such meetings shall not interfere with the normal school operations. The Association will pay for the cost of all materials and supplies incident to such use and will be responsible for proper operation of all such equipment.
- 3.4 Association agents will be permitted to transact official Association business on school property. Such meetings will not interfere with normal school operations.
- 3.5 Association representatives, during working hours, without loss of time or pay, are allowed to represent employees and investigate and present grievances to the District when mutually agreed upon meetings are scheduled by the District and the Association during the work day.
- 3.6 Upon written request the District agrees to make available to the Association all available information concerning the financial resources of the District and such other information as shall assist the Association in developing programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint or to develop bargaining proposals. This includes any student information sent to OSPI in connection with TPEP/evaluation. If the Association desires copies, they may be charged .10 cents a page.

Section 4 – No Strike-No Lockout

- 4.1 The Association agrees that during the terms of this agreement, it will not cause or encourage its members to engage in any strike or work stoppage. The District agrees it will not lockout its employees.

ARTICLE III – PERSONNEL

Section 1 – Due Process

- 1.1 No employee shall be disciplined, warned, reprimanded, suspended, reduced in rank or compensation, discharged, non-renewed, terminated or adversely affected in any way without just and sufficient cause. In the event a principal or supervisor feels that a particular behavior is unacceptable on the part of an employee, special monitoring shall be initiated. Discipline of staff members shall normally be progressive in routine cases of unsatisfactory behavior or performance to consist of the following steps:
- (1) an initial informal conference with only the principal or supervisor (The principal and the employee must sign the Step 1 Conference form –Appendix G);
 - (2) if unsatisfactory behavior persists, special monitoring will be initiated by the principal or supervisor, a second conference will be held with the employee and a written note entered in the employee's building level personnel file as to the problem and directed remedy;
 - (3) if the subject behavior continues, a conference shall be held and a formal written reprimand shall be placed in the employee's district level personnel file specifying the problem, directed remedy, and possible consequences;
 - (4) should the employee's behavior continue to be unsatisfactory, the principal or supervisor shall recommend suspension with pay, suspension without pay or discharge whichever is considered by the District as appropriate. Prior to the implementation the reasons for suspension with pay, suspension without pay or discharge shall be in writing and delivered to the affected employee as prescribed in this Agreement.
- 1.2 Nothing in this section shall limit the District in taking immediate and severe disciplinary action in cases of sudden and/or extraordinary behavioral or performance problems. An employee shall have a right to have present a representative of his/her own choosing in any formal hearing as provided in the grievance procedure.
- 1.3 It is agreed that disciplinary matters pursuant to this article shall be subject to the grievance procedure contained in this agreement except matters relating to evaluation, probation, non-renewal or discharge which shall be subject to appropriate statutes, regulations and provisions of this Agreement.
- 1.4 Nothing in this section shall limit the rights given to the district under 28A.405.220
- 1.5 The Mary M. Knight Education Association will not interfere with the District's right to meet with employees as it deems appropriate and will adhere to the role defined by law for employee representative in any such meetings where the

employee has a right to union representation. Specifically, it is agreed that in any meeting described in 1.2.

- 1.6 Any complaint of a disciplinary nature made against a unit member, and the name of the complainant will be brought to the attention of the member within ten working days, except in cases where the complaint involves a serious violation of law and premature notification could jeopardize the necessary investigation. If an employee is not advised of the complaint in accordance with these standards, it shall not be used in future disciplinary actions or evaluations.
 - a. The employee has the right to have the meeting scheduled at a time that will allow for time to consult with the union representative before the meeting.
 - b. The union representative can inquire at the beginning of the meeting as to the purpose of the meeting and the nature of the District's concerns.
 - c. During the meeting, the union representative can object to questions that are ambiguous, misleading, invade a statutory privilege or are harassing or intimidating. Otherwise, after the employer has posed a question to the employee and before the employee has responded, the employer may prevent the representative and employee from consulting with each other, except to invoke a statutory privilege against responding.
 - d. Although the District can require that the employee answer questions, at the conclusion of the interview a union representative can clarify the employee's answers to the question, bring to light favorable facts, suggest others who may have favorable knowledge or explain extenuating circumstances.
- 1.7 The District recognizes the right of the members of the Mary M. Knight Education Association to engage in activities protected by Chapter 41.59 RCW without interference, restraint, coercion, or discrimination.
- 1.8 The District will not conduct an investigation of bargaining unit members regarding their participation in activities protected by Chapter 41.50 RCW.
- 1.9 The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.
- 2.1 Any complaint made against an employee by a parent, student or other person will be promptly called to the attention of the employee. Any complaint, which is not reduced in writing and signed by the complainant and not called to the attention of the employee, may not be used as the basis for any disciplinary action against the employee. No such complaint may be used against an employee for any purpose whatsoever unless the employee has signed a written record indicating he/she received notice of the written complaint.

2.2 It is agreed that the administration and employees should afford each other mutual respect.

Section 2 – Reduction In Force

A. General

Probable cause for employees' reduction will be determined by the Board of Directors after receiving the recommendations of the Superintendent. The Superintendent shall develop a list of certificated employees to be recommended to the Board of Directors for retention to fill the positions needed to operate the educational program or services as determined in Section B below. Said list will be developed according to Sections C and D below.

Prior to making the recommendation to the Board, the Superintendent shall review with the Association his/her recommendations regarding the educational program or services to be offered and the employees who will be employed to provide the educational program and services.

Retaining senior staff members is a paramount priority. However, in accordance with WAC 181-82-105, WAC 392-172-200, and WAC 392-172-202, the District must retain only staff members that meet Highly Qualified requirements to fill each of the remaining positions.

B. Educational Program or Service Recommendations - Step One

In the event there exists probable cause for employee reduction because of economic conditions, the Employer will determine the number of positions that will be available to operate the instructional program. The factors used by the Superintendent in making recommendations to the Board on the educational program or services to be provided by the District shall be:

1. The needs of students as developed by subject enrollments of students consistent with requirements for graduation, District goals, and minimum requirements in accordance with WAC 180-16-200, and as determined by State and Federal requirements.
2. The funds available for the implementation of the educational program or service. The Superintendent shall provide the Association with financial data substantiating his/her recommendation.
3. The instructional program offerings and services based on the material developed under paragraphs 1 and 2 above.
4. The positions needed to operate the educational program or service developed under paragraphs 1, 2, and 3 of this section.

C. List of Certificated Staff in Rank Order - Step Two

Annually, on or before December 1, the Superintendent shall develop a list of certificated employees, including those on approved leaves of absence, in descending rank order. Prior to the state determined RIF date of May 15, an updated RIF list shall be prepared which will include all certificated employees hired on continuing contracts after December 1. Rank shall be determined by certificated work experience and educational preparation accrued through September 1, according to the following criteria:

1. Experience will include:
 - a. Verified certificated employment by a public school in Washington State.
 - (1) Verified certificated work experience will be determined by the number of FTE years of certificated work experience prior to the current year. The traditional 9-month academic year shall be considered as 1.00 school year. Full-time and part-time employment shall be added together and listed to the nearest hundredth. No more than 1.00 school year of experience may be counted for any 12-month period.
 - b. Verified military, Peace Corps, or Vista service, which interrupted professional education employment after 9/1/01 or authorized leaves of absence granted by the Mary M. Knight School District for teaching in public schools.
 - (1) Military, Peace Corps, or Vista service experience will be determined by giving one (1) school year experience for each calendar year of service to a maximum two years experience credited to an employee.
2. Educational preparation shall include all transferable college credits (quarter hours) earned (on or before September 15 of the current year) after the employee has received his/her BA or BS degree. Educational preparation shall be used only in determining rank if more than one (1) employee has the same work experience.
3. The Superintendent shall provide a copy of this list to each certificated employee. In addition, the Association shall be provided with a copy of the list.
4. Any staff member may, in writing, and within fifteen (15) days of receipt of the list, file with the Superintendent his/her objections to the ranking order. The employee may request consideration for the modification of the ranking order. Said individual must include in his/her request a full statement as to the facts on which the employee contends the list should be modified. If the reasons are correct, the list will be corrected and copies of the new list will be sent to each

employee and the Association. If the Superintendent rejects the individual's request for modification of the list, he/she shall do so in writing, and provide the individual and the Association with copies thereof. No appeal to the Superintendent shall prevent the Board from taking action prior to May 15 to notify employees.

D. Retention of Certificated Staff – Step Three

"Employees" are defined, in Sections D and E, as those certificated employees on Provisional or Continuing contract status. This language does not apply to those employees on Replacement contracts or those who are on Retire/Rehire contracts,

In the event of a Reduction in Force, employees shall be assigned to positions beginning with the most senior staff and continuing in order down the list developed in Section C. No part-time employee will be offered a position in excess of current contractual status until the Employment Pool is depleted.

The following procedures, requisites and criteria shall be applied in the order in which they are listed.

1. An employee will be assigned to the position they currently hold if the position still exists.
2. If an employee cannot be retained in their current position, the employee will be considered for retention in the category or specialty, (i.e. subject, grade level, or in some cases a combination of both such as elementary music, P.E.) held at the time of the implementation of this provision provided he/she meets State and Federal requirements.
3. When a certificated employee cannot be placed in his/her current category or specialty, the employee will be placed in another position for which he/she qualifies. "For which he/she qualifies" shall mean those persons who satisfy the requirements for a position identified under Section B, Item 4 above, and whose certification, educational preparation, and experience conform to the requisites, criteria as set forth under D.3.a and D.3.b. below, and as determined by State and Federal requirements.

a. Procedure for Staff Selection

- (1) Certification Requisite – A teacher shall possess an appropriate valid Washington State Certificate with the required endorsement(s), or be able to meet all other State and Federal requirements for the particular position(s) being filled.

(2) Preparation Requisites--Staff with Einstein or special certificates continue to be a part of the selection pool, provided that said certificates are renewable for the school year under consideration.

(3) Tie Breaker - When more than one person qualifies for a particular position under the certification and preparation requisites listed above, ties shall be broken using the application of the selection criteria specified below.

(a) Length of Work Experience and Educational Preparation

When more than one person qualifies for a particular position under the certification and preparation requisites listed above, the employee who has the highest ranking on the list as described in Section C (List of Certificated Staff in Rank Order) shall be offered the position.

(b) Experience in the Position

When more than one person qualifies for a particular position under the requisites and criteria listed above, the position shall be offered to the person who has the greatest length of service as an elementary teacher for an elementary position, as a special education teacher for a special education position, or in the particular subject area for a secondary position, or the person with the greatest length of service in the support staff position (provided, however, that the person holding such a staff position during the current school year or during one of the two (2) previous school years shall be given priority for a support staff position before anyone who may otherwise qualify, but who has not had experience during that period).

(c) Individual Contract Signing Date

When more than one person qualifies for a particular position under the requisites and criteria listed above, the position shall be offered to the person with the earliest contract signing date. Contract signing date is defined as the date upon which the employee signed and dated his/her first contract with the District.

(d) Decision by Lot

If a tie continues to exist, a final selection shall be made by lot. Teachers involved shall be notified prior to the final selection.

E. Non-Renewal and/or Adversely Affected – Step Four

If, after the above procedures have been followed and the employee still cannot be placed in a position for which he/she qualified, he/she will be non-renewed or adversely affected and placed in the Employment Pool as set forth under paragraph 2 below:

1. Retained Staff Transfers

If additional positions are established or if resignations become effective after the reduction-in-force occurs, the Superintendent will reassign retained certificated staff to positions held during the previous school year to the extent that such positions are available.

2. District Employment Pool

- a. Employees receiving probable cause notices will be placed in a District Employment Pool.
- b. In the event there are not sufficient positions to offer contracts to all Employment Pool personnel, the Employment Pool shall be re-established. The District shall exhaust the Employment Pool of eligible employees before it can hire any additional certificated employee covered by this Agreement.
- c. However, a certificated employee who refuses an offer by the District of a continuing contract equal to their current FTE certificated position when recalled, or a certificated employee who accepts a continuing certificated position in education outside the District will be dropped from the Employment Pool and will lose all rights under this Contractual Agreement.
- d. Under provisions herein provided, employees will remain in the Employment Pool for up to two years.
- e. Certificated employees who remain in the Employment Pool will be placed on the substitute teachers' list if they so desire and shall be called first for that school year they are in the Employment Pool.
- f. It shall be the responsibility of the certificated employee to keep the Superintendent notified of the employee's current address and telephone number as an offered contract must be signed and returned not later than ten (10) working days from receipt of the same.

- g. In accordance with Federal COBRA guidelines, employees may retain, through the District, at their own expense, their insurance eligibility while on R.I.F. status (or “in the District Employment Pool”).

3. Recall by Assignment to Vacant Positions

Assignments to those positions still vacant after application of paragraph 1 above, Retained Staff Transfers, shall be made from the Employment Pool in accordance with the following:

- a. If no retained staff member is assigned to a vacant posted position, then such positions are to be filled from the Employment Pool.
- b. Positions vacated through reassignment of retained staff shall be filled from the Employment pool.
- c. Recall of non-renewed employees from the Pool shall be in descending order as determined from the list of staff as described in Section C, and who further qualify according to employment category and selection criteria.
- d. Notification of employment shall be by certified mail. Failure to respond to an offer of a position within ten (10) working days of receipt will be considered as a refusal of a position.
- e. If no qualified person is available from the Employment Pool, the District will follow the usual District employment procedures.

Section 3 – Employee Rights

- 3.1 The District hereby agrees that employees will have the rights freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under color of law of the State of Washington, the District undertakes and agrees that it may not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Washington or the Constitutions of Washington and the United States; that it may not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the District, of his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 3.2 Nothing contained within this Agreement may be construed to deny or restrict to any employee or employer the rights he/she may have under applicable laws and

regulations. These rights granted to employees and management hereunder may be deemed to be in addition to those provided elsewhere.

- 3.3 The private and personal life of any employee is not within the appropriate concern or attention of the District unless it affects the employee's performance and effectiveness on the job.
- 3.4 No employee shall be discriminated against because of race, creed, religion, color, national origin, citizenship status in the case of a citizen intending citizenship, age, sex, marital status, domicile, or the presence of any physical, mental or sensory handicap unless based on a bona fide occupational qualification.
- 3.5 Further, no employee shall be coerced, intimidated, discriminated against, threatened or receive a negative or downgraded evaluation if he/she refuses to take any action which the employee knows to be in violation of any federal, state or local law, rule, regulation or policy.
- 3.6 Employees will have the exclusive right and responsibility to determine grades, and/or other evaluations of students consistent with Board policy.
- 3.7 The parties agree it shall be a violation of the rights of employees for any person, including a parent or guardian of a student of the District, to engage in or imminently threaten to engage in any of the following:

To insult or abuse an employee anywhere on school premises while such employee is carrying out his or her official duties; or

To willfully create a disturbance on school premises or at school activities or school meetings; or to singly or in concert with others intimidate by threat of force or violence any employee who is in the peaceful discharge or conduct of his or her duties.

If, in the course of carrying out his or her official duties, an employee reasonably believes a person has acted or is imminently threatening to act towards him or her in a manner described above, the employee may request assistance from an administrator/supervisor who shall intervene and initiate steps to facilitate a resolution. Such steps may include the immediate removal of the person from the building, grounds or other property of the District. As stipulated in RCW.28A.635.020, it is unlawful for an individual not to comply with a directive of an administrator.

The District agrees to support employees in the reasonable exercise of their official duties. To this end, District administrators will take the necessary actions described herein to support employees in the reasonable exercise of said duties.

Section 4 – Sexual Harassment

Sexual harassment of employees is prohibited in the workplace by any person and in any form at any time.

The District is committed to a working and learning environment that is free of discriminatory intimidation. Sexual harassment of students or staff members is a form of illegal sex-based discrimination and will not be tolerated.

- A. The District endorses the principle that persons should be left of unwelcome verbal or physical advances or other verbal or physical conduct of a sexual nature where submission to such conduct is made, either explicitly or implicitly, a term or condition of employment or a basis for any employment decision, or if such conduct creates an intimidating, hostile or offensive work environment.
- B. The District shall treat all such complaints or allegations with respect and will, as far as consistent with due process, protect the personal privacy of all concerned parties.
- C. Retaliatory action against anyone filing a complaint of any type of discrimination, including sexual harassment, is strictly prohibited.

PROCEDURE

- 1. Any employee who feels he or she has been discriminated against in employment with the District or has been subject to sexual harassment of any kind, may file a complaint with the District. The complaint must be made in writing and set forth all of the material facts. The District will furnish a copy of this complaint upon the person upon whom the complaint is made. All such complaints will be held in the strictest of confidence, as is consistent with due process.
- 2. Upon receipt of a written complaint, the District will immediately conduct a complete and thorough investigation. This investigation will be completed within ten (10) working days, unless there is a mutual agreement between the District and Association to extend the timeline, after receipt of the written complaint and employees who are accused or who file the complaint will be advised of the findings and conclusion.

Section 5 – Personnel File

- 5.1 Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy at the Employee's expense, of any documents contained therein will be afforded the employee. Employees shall review the file during regular administration office hours in the presence of a District representative. Anyone at

the employee's request may be present in this review. Such a file shall be the official and only personnel file.

- 5.2 Any derogatory material not shown to an employee within ten (10) working days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner may be kept or placed in the personnel file or working file without the employee's signed acknowledgement and opportunity to attach his/her own comments. All employee information is confidential. All administrative documentation, reflection, comments and notes on each employee are to be kept in separate files and are considered matters of personnel.
- 5.3 A signature does not necessarily mean agreement with the comments of the documents; it merely indicates receipt of the document.
- 5.4 Upon proper request according to the statute, an individual may request a review of an individual's personnel file. The person making the request will have access to only such materials as authorized by the statute.

Section 6 – Employee Protection

- 6.1 The District shall hold the employees harmless and defend them by purchasing public liability insurance for acts of commission or omission. Employees shall be covered as long as they are acting within the scope of their employment, whether such duties are explicit or implied, whether such duties were performed during regular duty hours, or for extra-curricular duty outside of regular duty hours. The District shall reimburse an employee for any personnel property damaged or destroyed as a result of vandalism, assault, or stolen from the building during the course of employment that is listed on the personal inventory that the employee has on file with the district. The limit of liability will be \$500.00 per employee. The insurance of the employee shall be the primary carrier on such items. Every effort shall be made to provide adequate building security.
- 6.2 Whenever an employee sustains a disabling injury in the course of employment as a result of accident or assault and the employee has notified his/her supervisors and filed the appropriate forms, the employee shall suffer no loss of pay or benefits in accordance with the policies and procedures of the ESD #113 Worker's Compensation Cooperative. District pay and benefits will be coordinated with pay and benefits provided through state industrial insurance/workers' compensation, to include prorated salary, sick leave and insurance. Each employee is required to notify the District on a weekly basis of his/her status relative to the claim and furnish a Doctor's report if needed to be absent or on restricted duty.

- 6.3 The District will provide a safe and healthful working environment for all employees so employees will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Certificated staff will be informed of any health alert from the Washington State Department of Health.
- 6.4 Certificated staff shall be informed one day prior to being assigned student(s) who evidence behaviors that could present a safety problem to the students or staff if this District has such information. Specific information, if known, about the behavior pattern(s) of the student(s) and suggested strategies for managing those behaviors will be provided.
- 6.5 Employees may use reasonable measures with a student, patron, or other person as is necessary to protect him/herself, a fellow employee, an administrator or another student from attack, physical abuse or injury, or to prevent damage to District property.
- 6.6 No certificated person shall be requested or required to dispense or administer medication unless in accordance with the most recently updated Washington State law. Employees shall not be required to insert catheters to any student.
- 6.7 The District shall hold employees harmless when reporting in good faith alleged child abuse to District Administration and/or CPS officials.
- 6.8 The District will announce opportunities for CPR and first aid training.
- 6.9 Unless acting as a designee by District Administration upon their absence, Certificated staff will not search a student, a student's possessions, or a student's locker.
- 6.10 In the absence of administration, employees who volunteer to supervise the building for the day will be given the phone numbers where the absent administrator can be reached. Coverage of the employee's class by a neighboring teacher or other staff member will be provided in the event an emergency or discipline problem calls the employee out of his/her classroom.

Section 7 – Employee Safety and Security

- 7.1 Employees shall not be expected or required to provide emergency treatment in situations involving weapons until/unless the scene has been secured by police or security personnel.

Section 8 – Vacancies and Transfers

Voluntary Transfer

- 8.1 Not later than May 16th of each school year, the Superintendent shall post a list of the known vacancies, which will occur during the following school year.
- 8.2 Employees who desire a change in grade and /or subject assignment shall file a written statement of such desire with the Superintendent not later than May 21st. Such statement will include the grade and/or subject to which the employee desires to be assigned.
- 8.3 As soon as practicable, and not later than May 26th, the Superintendent will post in each school a list showing all names of the employees and their requested reassignment or transfer.
- 8.4 In acting on requests for voluntary reassignment and/or transfer, the following criteria will be applied:
 - A. Individual qualifications including certification.
 - B. Instructional requirements.
 - C. Where the foregoing factors are substantially equal, the preference in assignment or transfer shall be given to the incumbent applicant with the greatest number of years of service within the District.
- 8.5 If an employee's request for a voluntary transfer has been denied, he/she will, receive an explanation from the Superintendent.

Involuntary Transfer

- 8.6 An involuntary transfer will be made only in case of an emergency, to prevent undue disruption of the instructional program, or to best serve the interests of the needs of the District and its students. At the superintendent's discretion, teachers with only one year of experience in the current assignment or the district may be exempt from transfer. The superintendent will proceed through a process for any involuntary transfer considering the following criteria:
 - A. Teachers can make requests for any vacancies or changes in assignments prior to the end of the school year.
 - B. The superintendent will try not to cause multiple moves. This process is not an attempt to produce movement without cause but to improve education.
 - C. The superintendent will meet informally with staff to notify them of transfers.
- 8.7 Notice of an involuntary transfer will be given to the employee as soon as possible. If employees are being considered for involuntary transfer, they will be

consulted prior to a decision. At the request of the employee, the superintendent will provide a written statement for the transfer.

- 8.8 When an involuntary transfer or reassignment is necessary, an employee's area of competence, major or minor field of study, certification, length of service within the District, length of service in building, grade or subject from which transfer or reassignment transfer or reassignment is contemplated and other relevant factors, including legal requirements, will be considered in determining which employee is to be transferred or reassigned.
- 8.9 A vacancy will be defined for purposes of this contract as a situation where a vacant position was previously held by an employee or when a new position is created.
- 8.10 The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled from outside the district.
- 8.11 Employees from within the District can apply and be considered for all jobs prior to hiring outside applicants with the exception of the provisions in Section 8.10.
- 8.12 Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:
 - A. Employees with specific interests in possible vacancies shall notify the Superintendent/designee of their interest, in writing, during the last regular week of school and shall include a summer address and phone number.
 - B. Should a vacancy occur, the employees who have expressed an interest in said position or a similar position shall be contacted by the Superintendent/designee and notified of the vacancy.
 - C. The employee so notified will have the responsibility of contacting the Superintendent/designee indicating their interest in said position within three (3) days of receiving such notification.
- 8.13 The affected employee who is requested to transfer from one work station to another shall be assisted in moving by the District. This assistance shall include the movement of professional equipment and instructional supplies.

Release from Contract

- 8.14 An employee under contract shall be released from the obligations of the contract upon request under the following conditions:

- A. A letter of resignation must be submitted to the Board President.
- B. A release from the contract shall be granted provided the letter of resignation is submitted prior to June 15.
- C. A release from contract shall be granted after June 15 provided a replacement can be found by the start of the school year.
- D. A release from the contract will be granted in the case of illness or other personal matters, which make it impossible for the employee to continue in the District.
- E. The cost of substitutes will be borne by the employee if no replacement can be found prior to the start of school if notice is given after August 10th.

Section 9 – Training/In-Service/Clock Hours/Endorsements

The District shall accept clock hour and in-service credits that meet State Board of Education Approval Standards for clock hour and in-service credits and follow the District policies and guidelines and the statutes. Approved credits and clock hours shall count for advancement on the district salary schedule. Ten (10) clock hours or in-service shall be equal to one quarter university credit and shall be recognized for local salary schedule placement.

Section 10 – Workday

- 10.1 Regular building hours for teachers shall be seven (7) hours thirty (30) minutes, which shall include a thirty-minute duty free lunch. On regular schedule days, teachers will arrive no later than 7:50 and leave no earlier than 3:20.
- 10.2 Included within the workday shall be a minimum of one daily preparation period for all employees. Preparation periods are the length of one secondary class.

Section 11 – Emergency School Closure

- 11.1 In the event that it becomes necessary to close the school because of inclement weather, volcanic disruption or other acts of God, the district administration shall make a conscientious effort to notify the radio and television stations in the area by 6:15 A.M., and a conscientious effort to notify employees via all-staff email, automated calling system, and Flash Alert will be made. This provision does not preclude the District from closing the school in the event an emergency develops following 6:15AM, if further evaluation of developing hazardous conditions warrants closure. No employee shall be required to remain after the last student has left on the bus or employees have been released by the Superintendent or

his/her designee. Hazardous health and safety conditions, which require the closing of the school for students, shall apply equally to all employees.

- 11.2 When schools are closed because of inclement weather, ice, snow, or other emergencies, or hazardous conditions, employees shall not be required to report to work and shall suffer no loss of pay or benefits.
- 11.3 In the event that the administration decides to delay the opening of school, employees shall report thirty (30) minutes before the students arrive, if possible.

Section 12 – Work Year

- 12.1 For the duration of this contract the district shall issue individual employee contracts for only the number of days the state allocates.
- 12.2 Each individual contract for the 2018-19 school year will be for the professional work associated with teaching requirements, including those activities that normally happen outside the classroom, including professional responsibilities such as collaboration meetings, IEP/504 meetings, staff meeting, open house/family nights, and meetings with families and/or students.
- 12.2

Section 13 – Student Discipline

- 13.1 In the maintenance of a sound-learning environment, the District shall expect acceptable behavior on the part of all students who attend school in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex, or status. Such discipline shall be consistent with applicable federal and state law.
- 13.2 The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District and will give immediate response to all employees' request regarding discipline problems.

ARTICLE IV – SALARIES AND BENEFITS

Section 1 – Salary, Salary Payments, Compliance

- 1.1 Salaries for employees subject to the Agreement during the term of the Agreement will be contained in Appendix A of the contract.

- 1.2 Increment steps shall take effect on October 1 of each year during the term of this Agreement. An employee will receive increment credit and advancement on the salary schedule as long as recognized for payment by OSPI rules, State laws and District procedures. Transcripts of College and/or clock hour courses must be submitted to the business office prior to the October Board meeting in order for an employee to receive credit for placement on the salary schedule.
- 1.3 Checks shall be issued on the last weekday of every month.
- 1.4 Enrichment Contracts
- 1.5 The district will issue each teacher a supplemental contract for 6 professional learning days defined in the calendar.
- 1.6 One (1) unscheduled day of compensation at each employee's daily rate of pay will be provided for completion of risk management training and review of selected policies. Proof of completion must be provided by the employee no later than Oct. 30.

Section 2 – Insurance, Pooling and Other Benefits

- 2.1 The school District shall provide the maximum insurance contribution allowable by law, per month per FTE, on a pooled basis.
- 2.2 Employees less than 1.0 FTE shall receive a pro rata share, based on their percentage of FTE, of the maximum contribution.
- 2.3 The monthly premium will be used to provide the programs listed below:
 1. Premera Education Program - Premera Blue Cross Medical Plans 2, 3, 5, Easy Choice A, Easy Choice B, Basic Plans, and QHDH Plan.
 2. WEA Select Dental Plan plus Orthodontia Plan
 3. Vision.

*All employees are required by the insurer to belong to the Dental and Vision plan.

Each certificated employee shall receive the amount allotted him/her by the State to cover the cost of his/her family medical, dental including orthodontia and vision and minus the Health Care Retiree contribution. The monies not fully utilized will be placed in a surplus pool allocated equally among those employees who have further needs, in proportion to the allotment. This process of pooling surplus funds and allocation them among those with remaining needs would continue until all funds were depleted. After all employees have full coverage of his/her family medical, dental including orthodontia and vision and if there is money left in the pool, the remaining monies will be allocated to the employees on a proportionate basis. These remaining monies can be used for increased life insurance, cancer insurance, salary insurance or hospital insurance.

2.4 Deductions from employees' salaries for insurance coverage can be made on a pre-tax basis through a Section 125 plan. The plan must be established and administered in compliance with both Federal and State laws.

2.5 VEBA III

The district will offer a sick leave cash-out program with the purpose of placing funds in an account for future payment of post-retirement health expenses. The District shall notify employees of the plan provisions, and process the required enrollment and cash-out election forms and administer the program in compliance with both Federal and State laws.

Section 3 – Transportation Benefits

When acting with district pre-approval in accordance with assigned duties or when requested to travel using his/her own private vehicle, an employee will be reimbursed for such travel at the current state rate per mile.

Section 4 – Summer School Pay

4.1 Participation in the summer school program will be voluntary.

4.2 All positions in the program will be opened to employees in the bargaining unit before they are opened to persons outside the unit. The positions will be posted and awarded to the most senior qualified applications.

4.3 The pay will be determined by the availability of funds for the program. Each teacher will be paid the same rate per day for the same or similar position.

Section 5 – Extra-curricular

- 5.1 The Board of Directors will grant extra pay to those who are selected by the Superintendent or his designee to perform extra-curricular duties.
- 5.2 All extra-curricular salary positions are of a non-continuous status and are filled on a year-to-year basis.
- 5.3 Since compensation is given for the following extra-curricular activities, individuals will have the right to accept or reject the request to hold such positions within five (5) days after such request is made.
- 5.4 Employees who agree to perform the following extra-curricular non-teaching duties will be compensated by the individual supplemental contract provisions of the Agreement.
- 5.5 For those positions that have been filled by certificated persons, their compensation will be determined through a negotiations process with a representative from the union and a separate pay scale will be developed.
- 5.6 The extra-curricular salary schedule shall be in effect for the life of the current contract.
- 5.7 In the event that no member of the MMKEA is qualified for the Athletic Director position, or if the Athletic Director position has been posted for five days with no interest or response from a member of MMKEA, that position will be deemed able to be filled by the administration annually.

<u>Extra Curricular Position</u>	<u>Percentage</u>
Athletic Director	11.0%
Annual	4.5%
Maximum two (2)	
Skills USA	4.5%
Student Leadership	6%
Event Leadership	1%

Note: For every 5 years experience in the advising position, the stipend will increase by 1% (i.e., the Athletic Director is now at 9%, after five (5) years experience it will be 10%, and after 10 years it will be at 11%. This will top at 10 years experience. These increases in extra-duty stipends are increases based on years of experience within the same extra-curricular position.

ARTICLE V – LEAVES

Section 1 – Sick Leave

- 1.1 At the beginning of each work year, each full time employee will be credited with an advanced sick leave allowance of twelve (12) days for employees with full pay.
 - A. If an employee separates from school district employment prior to the end of his/her contract year and has used up all of his/her front-loaded sick leave, he/she will owe the district the difference between the sick leave earned to the date of separation and that used by the employee. The employee will reimburse the District for the difference (debt) and will pay any legal expenses the District may incur in collecting this debt.
- 1.1.1 Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days.
- 1.1.2 Accident due to injury in the course of the employee's employment shall be compensated in accordance with the policies and procedures of the ESD #113 Worker's Compensation Trust program. These procedures include provisions for making an Early Return to Work and for leave under order of a doctor.
- 1.1.3 At the end of each calendar year, the District will provide each employee with an accounting of his or her accumulated sick leave.
- 1.1.4 Sick leave earned and unused in all school districts within the State of Washington will be credited to the employee's sick leave account upon employment.
- 1.1.5 If a teacher has used less than 35 hours of leave (personal and sick) in a given school year, he/she will be entitled to a bonus of \$400 as an incentive payment. Leave share will not affect the attendance bonus. Annual VEBA and/or sick leave cash-out program will be counted against the attendance bonus hours if the teacher has under 180 days of leave on the books or at the time of retirement.
- 1.1.6 An employee who is unable to perform his/her duties because of personal illness, maternity or other disability may, upon request, be granted leave of absences without pay at the exhaustion of sick leave.

- 1.2 Annual Sick Leave Cash-Out Program – Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day’s monetary compensation for four (4) accumulated sick leave days. At the employee’s option, they can cash-out their unused sick leave days in January of the school year following any year in which minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day’s monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee’s sick leave accumulation may be reduced four (4) days for each day compensated.
- 1.3 Sick Leave Cash-Out at Retirement or Death – At the time of separation from school district employment due to retirement or death, an eligible employee or the employee’s estate may receive remuneration at a equal to one (1) day’s current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury.

Section 2 – Family Illness Leave

- 2.1 Employees may, upon request, be allowed leave of absence with pay during a contract year when such absence is occasioned by the illness of a relative as defined as a spouse, father (in law), mother (in law), sister, brother, child, grand parents (in law). Such leave shall be deducted from an employee’s sick leave.

Section 3 – Maternity Leave

- 3.1 Maternity Leave is available for the natural birth of a child and for male and female employees adopting a newborn. Such leave is deducted from an employee’s sick leave.
- 3.2 An employee requesting maternity leave should give written notice to the District at least two (2) months prior to her expected start of leave. The written request for maternity leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, the employee shall inform the employer of the specific day when the employee will return to work. The employee and her doctor will determine when the beginning and end of the leave shall occur.
- 3.3 An employee returning from maternity leave shall be assigned to his/her previous position or a similar position.

Section 4 – Adoption Leave

- 4.1 Adoption leave shall be granted upon prior application to the District to a parent in order to complete the adoption process, providing such leave does not exceed an aggregate of five (5) days in any given year. Such leave may be used for court

legal procedures, home study and evaluation, and required home visitations by the adoption agent not possible to schedule outside of the regular working hours. Such leave will be deducted from either an employee's sick or personal leave.

Section 5 – Bereavement Leave

- 5.1 Five days bereavement leave shall be granted for each death in the employee's immediate family or immediate household. Bereavement leave shall be granted with no deduction from the absent employee's sick leave. The immediate family shall be defined as parent, sibling (including in-laws), spouse child, significant person in the employee's life, foster relationships, aunt, uncle, grandparents and grandchildren of the employee or the employee's spouse. The immediate household shall be defined as all people living in the same family unit, not necessarily relatives. Bereavement leave can be only used within the first sixty (60) days after the loss.
- 5.2 One day of bereavement leave shall be granted for the death of person of close personal ties with no deduction from the employee's sick leave. Extensions of up to four days shall be allowed and deducted from the employee's sick leave. Any additional requests for bereavement leave must be submitted in writing to the superintendent.

Section 6 – Jury Duty and Subpoena Leave

- 6.1 Leaves of absence with pay will be granted for jury duty. Any compensation received for jury duty performed on contracted days will be turned over to the district minus the travel amount. The employee must notify the District when notification to serve on jury duty is received.
- 6.2 Leaves of absence shall be granted when an employee is subpoenaed to appear in a court of law on a matter concerning a student at or an issue involving Mary M. Knight. If any witness fees are paid, the amount shall be deducted from the employee's regular pay. Otherwise leaves such as this shall be deducted from an employee's personal leave.
- 6.3 Any transportation, meal or lodging expense reimbursement shall be retained by the employee.

Section 7 – Military Leave

- 7.1 Employees shall be granted military leaves absence in accordance with law. While on leave, the employee shall retain all benefits, salary and seniority as though employment had been continuous in the District. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

Section 8 – Personal Leave

- 8.1 Every employee shall have two (2) personal leave days with pay per year to be used for personal, business, household, or family matters which require absence during school hours. One day of unused personal leave may be rolled into the following school year for a maximum accumulation at three (3) personal leave days in a any school year. An employee shall also have an additional personal leave day for which he/she will reimburse the school for the cost of a substitute should he/she opt for the 3rd day, unless it is a roll over day which is at no cost to the employee. Notification must be made to the employee's immediate superior for personal leave (except in the case of emergencies) and the applicant for such may not be required to state the reason for taking such leave other than that he/she is taking it under this section. Requests for personal leave shall be made at least 24 hours in advance. Approval shall be contingent on the availability of substitutes. The district will make every effort to secure substitutes. Such leave cannot be used during the first two weeks or last two weeks of the student school year, or to extend winter break, spring break, or a holiday except if granted by the Superintendent/-designee for exceptional circumstances. The use of this leave counts against the 35-hour bonus provision.

Section 9 – Professional/Sabbatical Leave

- 9.1 Professional Leave without pay may be granted for one semester, or one year for those employees who make application before the Board of Directors. Said application must be made at least 1 semester before such leave is requested. The request shall specify the reasons for which leave is requested and give specific plans and endeavors.
- 9.2 An employee on professional leave may receive one-half (1/2) salary and one-half of other benefits he/she would have received if he/she had remained on active duty.
- 9.3 An employee returning from professional leave shall be given the same consideration for returning to the position of his/her last assignment as if he/she had been on active duty. He/she must notify the Superintendent of his/her intent two weeks before the start of the next semester or May 1st if he/she is out for a year.

Section 10 – Other Leaves

- 10.1 Leaves of absence up to one (1) year without pay may be granted to employees for the purpose of study, travel, health, working in a professionally related field, child rearing, or Association related business. The employee upon return from such leave will be placed in the position last held or a similar position.

Section 11 – Leave Sharing

- 11.1 Employees have the right to donate sick leave in accordance with statute. Leave share will not impact the attendance incentive.
- 11.2 When an employee is on leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee benefits as the employee would normally receive if using his/her own personal and/or sick leave.

Section 12 – Family Leave

- 12.1 Mary M. Knight School District will conform to and follow the Federal Family Leave Act, Appendix D.

Section 13 – Leave Calculation

- 13.1 Leave time will be calculated to the nearest 15 minutes.

Section 14 – Certificated Substitute Teachers

- 14.1 Substituting is defined as going into another teacher’s class to teach that class or taking another teacher’s students in addition to his or her own, or for elementary not receiving preparation due to specialists not available.
- 14.2 Only in the case of an emergency may a classroom teacher be required to substitute for another teacher. Teachers who are required, or agree, to substitute for another teacher will be paid thirty dollars (\$30.00) for each period or its equivalent. The total amount paid per day shall not exceed the daily rate for a long-term substitute. If an MMKEA member is requested to represent another teacher at any hearing held during the school day and is approved by the building administrator, his or her substitute will be paid under this provision.

ARTICLE VI – GENERAL WORKING CONDITIONS

Section 1 – Employee Facilities, Equipment, Materials

- 1.1 Employees will be issued keys consistent with security needs.
- 1.2 The employer agrees to provide each employee with classroom storage space in the employee’s immediate work area. Such space may include: lockable closet space, a separate desk with lockable drawer space, chair and lockable storage space for professional and/or instructional materials.

- 1.3 The employer agrees to provide and maintain teaching materials and equipment for each employee in order to perform professional assignments.
- 1.4 The employee agrees to be responsible for maintaining teaching materials, classroom furniture and equipment by establishing and enforcing a system of care and monitoring.
- 1.5 The employer agrees to allocate for each employee twenty-five dollars (\$25) per year for the purchase of materials and/or equipment at a vendor of the employee's choice.
- 1.6 The District will ensure staff have the necessary supplies, materials and equipment available to staff within the constraints of the annual school district budget. The superintendent will make a conscientious effort to allot each staff member an annual budget of \$200 per year with extra consideration for multi-grade or multi-subject teachers for items specific to their grade level or content area.
- 1.7 The employee shall be responsible to see that the classroom, equipment, materials, and information is maintained in a safe, clean, healthy and functional manner in accordance with district policies for reporting their needs and concerns.
- 1.8 It is the district's intention to put together an annual or semi-annual KCDA order of the following items to be made available for all staff which will not be charged to their individual budgets:

Butcher paper of various colors, construction paper of various colors and sizes, copy paper, pencils, pens, glue, scissors, tape of various types, printer cartridges, staples, dry erase markers, colored markers, dry erase cleaner, dry erase erasers, staplers, file folders, rulers, protractors, disinfectant wipes and any general supplies that are used by all or most.

Section 2 – Academic Freedom

- 2.1 Academic freedom shall be guaranteed to teachers, and no special limitations may be placed upon study, investigation, presenting and interpreting facts and ideas concerning human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility. The right to academic freedom herein established shall include the right support or oppose political causes and issues outside of the normal classroom activities and after the end of the workday. Such activities shall take place off the worksite.

Section 3 – Classroom Visitation

- 3.1 All adult visitors shall obtain the approval of the principal, and the classroom teacher will be given 24 hour notice prior to the visitor's entrance to the classroom if visit request has been made that far in advance.

Section 4 – Interview Teams

- 4.1 In the process of hiring new employees and/or administrators, the District may invite present employees to assist with the interviewing process, allowing input to the administrator responsible for making the selection. Whenever possible these employees may include, but not be limited to, employees from the building or from the grade group or department for which the employee is being hired.

ARTICLE VII – INSTRUCTIONAL ISSUES

Section 1 – Employee Workload

- 1.1 The Board recognizes a set limitation to pupil-staff ratio is desirable. The following instructional load standards shall be established if funds are available.

When an elementary class load exceeds twenty-four (24) students per teacher, one half-day adult teacher aide shall be hired to work with the classroom teacher in the class.

When an elementary class load exceeds thirty (30) students per teacher, a full-time adult teacher aide shall be hired to work with the classroom teacher in the class.

When a class load hits 35, the district will look at the option of splitting the class and adding another certificated teacher.

In those circumstances when the decision does not provide an aide as indicated above, the decision will appear in the minutes of the Board meeting, and a letter shall be placed in the teacher's personnel file indicating that he/she is teaching with a class size that exceeds the contract maximums.

Section 2 – Use of Teacher Aides

- 2.1 The use of paid teacher aides shall be as additions to the professional certificated staff who are directly responsible for each group of children. The usage of such aides will be to fortify the regular programs of instruction by working under and at the direction of the professional certificated staff.

Upon request by the Superintendent, the classroom teacher must be prepared to present a report on the usage and activities of a teacher-aide in his/her classroom.

Section 3 – Mentor Teacher Program

- 3.1 In order to implement the mentor teacher program (beginning teachers' assistance program) the District and Association agree to the following provision. The mentor teacher program shall be totally voluntary. The District may not require any employee to apply for participation. Should a teacher decline, he/she must indicate so in writing. Release time for participation employees shall be covered by substitutes.

Section 4 – School Calendar

- 4.1 The Board ultimately sets the school calendar. MMKEA will submit any input to the calendar no later than February 1st of each year. The District will submit to the Association a copy of the proposed upcoming school calendar at least two (2) weeks in advance of the scheduled Board approval and shall allow the Association the opportunity to provide input prior to approval.
- 4.2
- 4.3 Conferences will be held in the fall and spring. Conference dates shall be noted on the school calendar. Conferences will be held using the following schedule:
- Conferences---12:30 p.m. – 4:00 p.m. and 5:00 p.m. – 7:30 p.m.
- 4.4 Teachers will be allowed to leave after buses have left the campus on the Friday of each conference week (fall and spring).
- 4.5 The District will distribute the school calendar by April 1. The School Calendar will be Appendix E.

ARTICLE XIV - EMPLOYEE EVALUATION

SECTION 1—INTRODUCTION

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons

conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity.

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

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the association member, as described in WAC 392-191A-050.

Minimum Procedural Standards — Purposes of Evaluation

The purposes of evaluations of certificated classroom teachers will be, at a minimum:

- A. 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.
- B. To assist classroom teachers and who have identified areas needing improvement, in making those improvements.
- C. To identify classroom teachers or certificated support personnel whose professional performance is unsatisfactory and for whom remediation is needed.

SECTION 2 - DEFINITIONS

Artifacts shall mean any products generated, developed or used by a certificated teacher, or used during the evaluation process. Artifacts do not have to be created specifically for the evaluation system. Additionally, tools or forms, such as observation notes, used in the evaluation process may be considered as artifacts.

- A. Component shall mean the sub-section of each criterion of the Danielson Framework.
- B. Criterion shall mean one of the eight (8) state defined categories to be scored (WAC [392-191-006](#))

- C. Evaluation" shall mean the ongoing process of identifying, gathering and using information to improve professional performance, assess total job effectiveness, and make personnel decisions.
- D. Evaluator shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.
- E. Evidence" means observed practice, products or results of a certificated classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. It should be gathered from the normal course of employment.
- F. Input from anonymous sources shall not be used.
- G. Not Satisfactory shall mean:
 - 1. Level 1: Unsatisfactory—Receiving a summative score of 1 is not considered satisfactory performance for all teachers
 - 2. Level 2: Basic—If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if a summative score of two (2) has been received two (2) years in a row or two (2) years within a consecutive three (3) year period, the teacher is not considered performing at a satisfactory level.
- H. "Observe" or "observation" means the gathering of evidence made through classroom or worksite visits for the purpose of examining evidence over time against the instructional or leadership framework rubrics pursuant to this section.
- I. Student Growth shall mean the change in student achievement between two points in time within the current school year, as mutually determined by the teacher and evaluator. Student growth data" means relevant multiple measures that can include formative and summative classroom-based, school-based, school district-based, and state-based tools.
- J.

SECTION 3 - STATE CRITERIA, FRAMEWORK, AND SCORING

- A. The state evaluation criteria are:
 - 1. Centering instruction on high expectations for student achievement,
 - 2. Demonstrating effective teaching practices,

3. Recognizing individual student learning needs and developing strategies to address those needs,
4. Providing clear and intentional focus on subject matter content and curriculum,
5. Fostering and managing a safe, positive learning environment,
6. Using multiple data elements to modify instruction and improve student learning,
7. Communicating and collaborating with parents and the school community, and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

B. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by Danielson and approved by OSPI. .

C. Criterion Performance Scoring

1. The association and district agree to a holistic approach that will be used to form an overall assessment of performance for each Criteria. Rather than averaging of Components, evidence is used to describe the performance, then compared to the description set forward in the framework.
2. This approach matches best practice in use of rubrics and allows the administrator and teacher to have conversations regarding growth in specific areas rather than on scores and calculations. Holistic scoring uses a preponderance of evidence and takes into consideration specific goals and growth.
3. Summative scores will be based on an ongoing and varied process using a preponderance of evidence to determine final summative scores that promotes and recognizes growth.
4. Summative Performance Rating

D. A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. An overall summative score shall be derived by a calculation of all criterion scores and determining the final four-level rating as follows:

- a. 8-14 Unsatisfactory
- b. 15-21 Basic
- c. 22-28 Proficient
- d. 29-32 Distinguished

E. Student Growth Criterion Score

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG

6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

- a. 5-12 Low
- b. 13-17 Average
- c. 18-20 High

Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and informal assessments of student progress. Student growth must be between two points in time in the current school year in order to be used to calculate a teacher's student growth criterion score.

If a teacher receives a 4—distinguished summative score and a low student growth score, they must be automatically moved to the 3—proficient level for their summative score. If a teacher receives a 1—unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one of the following:

1. Triangulate student growth measure with other evidence including: observation, artifacts and student evidence and additional levels of student growth based on classroom, school, district and state-based tools; or
2. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment; or
3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices; or
4. Create and implement a professional development plan to address student growth areas.

SECTION 4 - PROFESSIONAL DEVELOPMENT

1. Prior to being evaluated under Article J, the District shall provide professional development relevant to the framework, state criteria, and evaluation process. Each teacher shall receive adequate professional development to comprehend the framework, criteria, and understand the evaluation process. Such professional development shall be provided as described below:
 - a. Teachers shall only be evaluated by an evaluator who has been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.

SECTION 5 – PROCEDURAL COMPONENTS OF EVALUATION

Teachers will be notified within two (2) weeks from the start of the school year of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

A. Teacher Self-Assessment

1. Prior to the pre-observation conference, the member may complete a self-assessment form.
2. Teachers are encouraged, but not required, to complete and share a self-assessment form with his/her evaluator.

B. Student Growth Measure

The teacher shall determine a student growth goal for components SG-3.1, SG-6.1 and SG-8.1 on a goal setting form. These shall serve as the basis for evaluating SG-3.2 and SG-6.2.

C. Artifacts and Evidence

The evaluator and teacher will collect and share artifacts and evidence to support growth and summative scores. This evidence combined with observation data will constitute the preponderance of evidence for the basis of the final criterion scores.

D. Informal Observations

1. An informal observation is a documented observation that is not required to be pre-scheduled. Informal observations provide a pattern of performance that completes the picture of evaluation. Additional informal observations may be necessary to collect additional evidence.
 2. The classroom teacher may invite the evaluator in to the classroom to observe criterion components needed for the evaluation.
 3. Observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.
4. The evaluator and teacher will discuss informal observations as part of the regular 1:1 conversations. The teacher may request a separate conversation at any time.

K. Pre-Observation Conference

The pre-observation conference shall be held prior to each formal observation cycle 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 employee's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

L. Formal Observations

1. The first of at least two (2) prearranged formal observation cycles for each employee shall be conducted within the first ninety (90) days of the school year. The teacher may request additional observations.
2. The second formal observation(s) will occur after the first formal observation so that reasonable time can be provided for continuing professional growth. The observation will occur no later than ten (10) days after the pre-observation meeting. The second formal observation(s) will be scheduled to allow reasonable time for continuing professional growth.
3. The total annual observation time must be at least sixty (60) minutes.
4. The observation will occur no later than ten (10) days after the pre-observation meeting unless mutually agreed upon.
5. Observations will occur at a mutually agreeable scheduled time.
6. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) school days. The final formal observation shall occur prior to May 1.

M. Post-Observation Conference

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) school days after the formal observation.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.
3. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.
- 4.

E. A second year provisional teacher who receives a summative rating of 3—proficient or 4—distinguished may be granted continuing contract status for the subsequent school year.

F. Record Keeping

The District shall adhere to the following:

1. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.

2. When an electronic record-keeping system, such as eVAL, is utilized, teachers shall have access to their account in subsequent years.
3. Evaluators shall notify the teacher of any additional evidence submitted to an electronic record-keeping system, such as eVAL, in 5 days.
4. All data entered into an electronic record-keeping system shall be confidential.

G. Physical Documents

All physical documents, including final framework rubric, artifacts, teacher's written comments, if applicable, and above forms, shall be moved to the teacher's personnel file at the end of the school year.

Teachers receiving a summative score of "basic" will receive a comprehensive evaluation in the subsequent year.

SECTION 7 - COMPREHENSIVE EVALUATION

The conduct of the evaluation of classroom teachers must include, at a minimum, the following WAC 392-191A-080:

(1) All eight teaching criteria must contribute to the overall summative evaluation and must be completed at least once every four years.

(2) The evaluation must include an assessment of the criteria using the instructional framework rubrics and the superintendent of public instruction's approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics.

N. Final Summative Evaluation Conference

1. The pre-evaluation conference must be held on or before May 15 in order for the evaluator and teacher to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
2. The teacher has the right to provide additional evidence for each criterion to be scored.
3. 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.
4. If the evaluator assigns the teacher a final summative score below proficient, the evaluator must provide evidence for each criterion scored basic or unsatisfactory.
5. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents.

6. Teachers shall have the right to attach additional comments or a rebuttal to the final summative evaluation within 10 working days.

SECTION 8 - FOCUSED EVALUATION

The focused evaluation is used when a teacher is not evaluated using the comprehensive evaluation process, and will include evaluation of one of the eight state criteria. The score from the Comprehensive evaluation carries through the Focused evaluation period for teachers who have completed the Comprehensive evaluation, have received a Level 3 (proficient) or Level 4 (distinguished), and have been moved to the Focused evaluation (WAC 392-191A). This is to encourage teachers to set challenging goals.

The teacher may remain on the focused evaluation for three (3) years before returning to the comprehensive evaluation.

The teacher or the evaluator can initiate a move from a focused to the comprehensive evaluation. A decision to move a teacher from a focused to a comprehensive evaluation must occur within the prior to December 15.

- A. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, and must be approved by the evaluator.
- B. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
- C. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom based observation will not be required.
- D. Observations and conferences for the focused evaluation shall follow the guidelines set forth in Section 6: Procedural Components of Evaluation, and Section 7: Comprehensive Evaluation Process, above.
- E. A group of teachers may focus on the same evaluation criterion and share professional growth activities.
- F. All individual professional growth goals will be in alignment with district goals.

SECTION 9 - SUPPORT FOR BASIC AND UNSATISFACTORY EMPLOYEES

- A. The Association will be notified when any teacher is judged below proficient, within ten (10) school days.
- B. When a teacher is judged below 3–proficient, additional support shall be granted to the employee to support their professional development:
 - an internal or external mentor will be provided; and/or
 - two (2) release days to observe colleagues who model best practice and instructional successful strategies; and/or
 - professional development opportunities provided by mutually agreed upon external providers.

- C. RCW 28A.405.100 When a continuing contract employee with five or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the school district shall, within ten days of the completion of the second summative comprehensive [comprehensive summative] evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW [28A.405.300](#).

SECTION 10 - ADDITIONAL SUPPORT FOR PROVISIONAL EMPLOYEES

Before non-renewing a provisional teacher, the evaluator shall have made good faith efforts to assist the teacher in making satisfactory progress toward remediating deficiencies. Evaluators will make periodic reports to the teacher of the evaluator's judgment on the teacher's progress and will provide a description of the assistance and services the District will provide to the teacher to improve his/her performance.

Written notice will be provided to the Association and teacher within a week after the end of the first observation cycle, or thirty (30) calendar days after the teacher began work, whichever is later.

SECTION 11 – PROBATION

At any time after October 15, a classroom teacher whose work is judged not satisfactory based on the scoring criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

- A. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is 1–unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is 2–basic for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- B. Teachers may only be placed on probation from the comprehensive evaluation system described above.
- C. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
- D. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the superintendent. The report shall include the following:
 - 1. The evaluation report prepared pursuant to the provisions of Section 6 above; and
 - 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.

- E. If the superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is 1–unsatisfactory. Before being placed on probation, the Association and the teacher shall be given notice of action of the superintendent which shall contain the following information:
1. Specific areas of performance deficiencies identified from the instructional framework;
 2. A suggested specific and reasonable program for improvement; and
 3. A statement indicating the expected duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
- F. A plan of improvement will be developed and will include the specific evaluative criteria which must be met, the measures and benchmarks which will be used to determine the teacher's success or failure.

The plan will include:

- a. a system for periodic feedback during the term of probation; and
 - b. supports provided and funded by the district; and
 - c. the dates those supports will be put in place.
- G. Evaluation During the Probationary Period
1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
 2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
 3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 6 above shall apply to the documentation of observation reports during the probationary period.
 4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.

- H. The teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at 2-basic or above and a teacher of more than five (5) years scores at 3-proficient or above.
- I. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, constitutes grounds for a finding of probable cause under RCW 28.A.405.300 or 28A.405.210.
- J. Evaluator's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:

1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.

- K. Action by the Superintendent

Following a review of the any report submitted pursuant to paragraph G above, the superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

- L. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended, or may be recommended for non-renewal (discharge).
- M. Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher's file for three (3) years and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed.

SECTION 12 – NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1–unsatisfactory for two (2) consecutive years, the District shall, within ten (10) days of the completion of the Final Evaluation

Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

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

SECTION 13 – EVALUATION RESULTS

A. Evaluation results shall be used:

1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document the level of performance by a teacher of his/her assigned duties.
3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
5. As one of multiple factors in human resources and personnel decisions only as defined elsewhere in this agreement.

B. Evaluation results shall not be:

1. shared or published with any teacher identifying information; or
2. shared or published without notification to the individual and Association; or
3. used to determine any type of base or additional compensation.

C. Evaluators shall not consider school or district-wide scores when evaluating individual scores, i.e. nothing prohibits an evaluator from evaluating all teachers as distinguished within a school.

ARTICLE IX – GRIEVANCE PROCEDURES

Section 1 – Definitions

- 1.1 A “grievant” shall mean an employee or group of employees or the Association filing a grievance.
- 1.2 A “grievance” shall mean a claim that a dispute/disagreement exists in the meanings, interpretations, or application of the terms or his/her contract.
- 1.3 “Days” shall mean the days the district offices are open. Failure of either party to comply with the time limits set forth will serve to declare the grievance as settled based upon the last request made or last answer provided. The time limits as

specified shall be strictly observed but may be extended by mutual concurrence of the parties.

Section 2 – Rights to Representation

- 2.1 The Board shall recognize grievance representatives upon their identification by the Association. As least one (1) Association representative may be present for any meetings, hearings, or appeals or other proceeding relating to a grievance, which has been formally, presented.

Section 3 – Individual Rights

- 3.1 Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association.

Section 4 – Procedure

- 4.1 **STEP 1:** The parties of interest acknowledge that it is usually most desirable for an employee and his/her supervisor to resolve problems through free and informal communication. Within fifteen (15) days following knowledge of the act or condition which is the basis of the complaint, the grievant shall present the grievance(Appendix F) to the supervisor who will arrange for a meeting to take place within five (5) days after receipt of the grievance. An Association representative, if so desired, may also be present at the meeting. The supervisor shall provide the aggrieved party with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision is based.
- 4.2 **STEP 2:** If the grievant is not satisfied with the disposition of his/her grievance at Step 1, or if no decision has been rendered within five (5) days after the presentation of the grievance, then the grievance will be brought before the Association. The Association must approve by majority vote to continue the grievance within five (5) days of either the receipt of the written response from the supervisor or the failure of the supervisor to respond to Step 1. The grievant will request a hearing with the Superintendent or his/her official designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of his/her receipt of the written appeal. The parties of interest shall have the right to include the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days to provide his/her written decision, together with the reasons for the decision to the Association.

- 4.3 **STEP 3:** If the Association is not satisfied with the disposition of the grievance at Step 2 by the Superintendent, the Association can request a hearing before the Board of Directors within ten (10) days of receipt of the Superintendent's written decision. The grievance will be scheduled for the next Board meeting following receipt of the request. The Board will issue a written decision within ten (10) day of the meeting/hearing.
- 4.4 **STEP 4:** If the Association is not satisfied with the disposition of the grievance at Step 3, by the Board, the Association can submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement.
- 4.4.1 The costs for the services of the Arbitrator including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will initially be borne equally by the Board and the Association, except that where the arbitrator finds in favor of either the District or the Association's position, the arbitrator shall have the option to order the losing party to pay all of the expenses.

Section 5 – Exceptions to Time Limits

- 5.1 When a grievance is submitted on or before June 1, the time limits will consist of all week-days the central office is open so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

Section 6 – No Reprisals

- 6.1 No reprisals of any kind may be taken by the Board, school administration, employee or Association against any employee, the Board or administration because of his/her participation or non-participation in this grievance procedure.

Section 7 – Cooperation of Board and Administration

- 7.1 The Board and Administration and Association will cooperate with each party in its investigation of any grievance; and further, will furnish either such information as is required for the processing of any grievance.

Section 8 – Release Time

- 8.1 Should the investigation or processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

Section 9 – Personnel Files

- 9.1 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant(s).

Section 10 – Grievance Forms

- 10.1 Forms for filling grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure.
- 10.2 The form for filing grievances is attached to the Agreement as Appendix G.

ARTICLE X - DURATION/SIGNATURE

Section 1 – Expiration

- 1.1 This Agreement will be in effect from August 31, 2017 through August 31, 2018. The parties agree to reopen this Agreement to commence bargaining on a new agreement within a reasonable time prior to or after the expiration date as stated above.
- 1.2 The District will abide by all Washington state laws and regulations and Board policies regarding employee compensation.
- 1.3
- 1.1.1 Both parties agree to establish at least one contract maintenance meeting during this contract year.
- 1.4 If during the life of this contract the Washington State Legislature, in special or regular sessions, should increase flexibility to local school districts to allow additional compensation for employees in any fashion, then the District shall within thirty (30) days reopen all compensation provisions within the contract for the explicit purpose of negotiating compensation improvements. In addition both parties may bring to the table two (2) openers annually.

Section 2 – Reopener Provisions

2.1 The parties agree to meet at the first bargaining session within a reasonable time prior to the expiration date for a mutual, simultaneous exchange of proposals.

ARTICLE XI – INTEGRATION CLAUSE

Section 1 Scope of Agreement

The agreement expressed herein constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

It is agreed that this agreement constitutes the entire agreement between the parties hereto and that no inducement or part practice not specifically contained herein, shall be binding, acknowledged or given any legal affect.

FOR THE ASSOCIATION

FOR THE DISTRICT

_____	_____
_____	_____
_____	_____
_____	_____

Dated this _____ day of _____, 2018.

SALARY SCHEDULE DETAILS

180 7.5 Years	2018-19 MMK Base Salary Schedule								
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90/P HD
0	43,750	45,281	46,866	48,506	50,204	51,961	53,780	55,662	
1	44,844	46,413	48,038	49,719	51,459	53,260	55,124	57,054	
2	45,965	47,574	49,239	50,962	52,746	54,592	56,503	58,480	
3	47,114	48,763	50,470	52,236	54,064	55,957	57,915	59,942	
4	48,292	49,982	51,731	53,542	55,416	57,356	59,363	61,441	
5	49,499	51,232	53,025	54,881	56,801	58,789	60,847	62,977	
6	50,737	52,512	54,350	56,253	58,221	60,259	62,368	64,551	
7	52,005	53,825	55,709	57,659	59,677	61,766	63,927	66,165	
8	53,305	55,171	57,102	59,100	61,169	63,310	65,526	67,819	
9	53,305	56,550	58,529	60,578	62,698	64,893	67,164	69,514	

10	53,305	56,550	59,993	62,092	64,266	66,515	68,843	71,252
11	53,305	56,550	59,993	63,645	65,872	68,178	70,564	73,034
12	53,305	56,550	59,993	65,236	67,519	69,882	72,328	74,859
13	53,305	56,550	59,993	65,236	69,207	71,629	74,136	76,731
14	53,305	56,550	59,993	65,236	70,937	73,420	75,990	78,649
15	53,305	56,550	59,993	65,236	72,711	75,255	77,889	80,615
16 +	53,305	56,550	59,993	65,236	74,528	77,137	79,837	82,631

7	(6 MMK + 1 State)		2018-19 MMK Supplemental Schedule					
7.5	52.5 hrs		BA+135					
Years	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90/PHD
0	1,701.39	1,760.93	1,562.20	1,616.87	1,673.47	1,732.03	1,792.67	1,855.40
1	1,494.80	1,547.10	1,601.27	1,657.30	1,715.30	1,775.33	1,837.47	1,901.80
2	1,532.17	1,585.80	1,641.30	1,698.73	1,758.20	1,819.73	1,883.43	1,949.33
3	1,570.47	1,625.43	1,682.33	1,741.20	1,802.13	1,865.23	1,930.50	1,998.07
4	1,609.73	1,666.07	1,724.37	1,784.73	1,847.20	1,911.87	1,978.77	2,048.03
5	1,649.97	1,707.73	1,767.50	1,829.37	1,893.37	1,959.63	2,028.23	2,099.23
6	1,691.23	1,750.40	1,811.67	1,875.10	1,940.70	2,008.63	2,078.93	2,151.70

7	1,733.50	1,794.17	1,856.97	1,921.97	1,989.23	2,058.87	2,130.90	2,205.50
8	1,776.83	1,839.03	1,903.40	1,970.00	2,038.97	2,110.33	2,184.20	2,260.63
9	1,776.83	1,885.00	1,950.97	2,019.27	2,089.93	2,163.10	2,238.80	2,317.13
10	1,776.83	1,885.00	1,999.77	2,069.73	2,142.20	2,217.17	2,294.77	2,375.07
11	1,776.83	1,885.00	1,999.77	2,121.50	2,195.73	2,272.60	2,352.13	2,434.47
12	1,776.83	1,885.00	1,999.77	2,174.53	2,250.63	2,329.40	2,410.93	2,495.30
13	1,776.83	1,885.00	1,999.77	2,174.53	2,306.90	2,387.63	2,471.20	2,557.70
14	1,776.83	1,885.00	1,999.77	2,174.53	2,364.57	2,447.33	2,533.00	2,621.63
15	1,776.83	1,885.00	1,999.77	2,174.53	2,423.70	2,508.50	2,596.30	2,687.17
16+	1,776.83	1,885.00	1,999.77	2,174.53	2,484.27	2,571.23	2,661.23	2,754.37

**Mary M. Knight School District
Due Process Conference Form**

Employee's Name: _____

Supervisor's Name: _____

We affirm that a Step I conference was held on this date:

See Article III, Section 2, Right to Due Process

Briefly summarize the discussion below:

Employee's Signature: _____

My signature below indicates that I have seen this summary. It does not necessarily indicate agreement with the findings. I know that I am permitted to attach a written response, which shall accompany this report.

Supervisor's Signature: _____