

COLLECTIVE BARGAINING AGREEMENT

between

Mill A Education Association
and
Mill A School District No. 31

September 1, 2023, to August 31, 2026



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Mill A Education Association and Mill A School District

PREAMBLE

This Agreement is entered into this April 15, 2024, by and between the Mill A School District (“District”), by and through its Board of Directors, and the Mill A Education Association (“Association”), pursuant to Ch. 41.59 RCW.

ARTICLE I. ADMINISTRATION OF THE AGREEMENT

SECTION A: DEFINITIONS

1. The term “Board” shall mean the Board of Directors of the Mill A School District.
2. The term “District” shall mean the Mill A School District, Skamania County, Washington State; or its agents.
3. The term “Association” shall mean the Mill A Education Association which is affiliated with the Washington Education Association (WEA) and the National Education Association (NEA).
4. The term “Parties” shall mean the District and the Association.
5. The Term “Agreement” shall mean this collective bargaining agreement.
6. The term “Employee” shall mean any member of the bargaining unit as set out in this Agreement.
7. The term “day” shall mean any day the district business office is open for business.
8. The term “Superintendent” shall mean the chief administrative officer of the District or his/her designee.
9. The term “President” shall mean the President of the Association or his/her designee.
10. The term “individual contract” shall mean the individual, annual contract issued to and signed by each employee pursuant to RCW 28A.405.010.
11. The term “supplemental contract” shall mean that contract issued and signed in accordance with RCW 28A.405.240.

12. The term "extended supplemental contract" shall mean an individual, supplemental contract that is issued to an employee for days beyond the employee's basic school year of one-hundred-eighty (180) days. Such contracts are non-continuing one (1) year only.
13. The term "RCW" shall mean Revised Code of Washington.
14. The term "WAC" shall mean Washington Administrative Code.
15. The term "SPI" shall mean the Washington State Superintendent of Public Instruction or their office.
16. The term "BEA" shall mean Basic Education Act.
17. The term "AR" shall mean Association Representative(s).
18. The term "PERC" shall mean the Washington State Public Employment Relations Commission.

SECTION B: RECOGNITION

The District recognizes the Association as the exclusive bargaining agent for all nonsupervisory, certificated employees of the District. Supervisory employees including the Superintendent, Assistant Superintendents, Principals, Assistant Principals, and other supervisors, confidential employees, classified employees, and substitute teachers are not subject to this Agreement; provided that certificated substitutes who have worked twenty (20) consecutive days in the same assignment shall be entitled to placement on the salary schedule on the 21st day of employment; no other provisions of this Agreement apply to substitutes.

Representation by the Association shall cover all personnel assigned to newly created certificated positions unless such positions are principally supervisory and administrative.

SECTION C: STATUS OF AGREEMENT

Sole Agreement: This shall be the sole agreement between the parties regarding wages, hours, and terms and conditions of employment. It shall supersede any rules, regulations, policies, or resolutions of the District that are contrary to or inconsistent with its terms.

SECTION D: CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of the Agreement to any Employee or groups of employees shall be found contrary to law by a court or administrative agency of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

SECTION E: COMPLIANCE OF AGREEMENT

All individual and supplemental contracts shall be subject to and consistent with State Law and this Agreement.

SECTION F: DISTRIBUTION OF AGREEMENT

Within 60 days following ratification, signing, and proofreading by the District of this Agreement, the District shall post the Agreement on the District's website, notify all Employees that the Agreement has been posted, and provide Employees with a link to the Agreement. The District shall provide a hardcopy to any Employee who requests one. All Employees new to the District shall be provided a link to this Agreement by the District upon issuance of their individual contract. The District shall also make at least one copy available for review by any applicant for employment with the District.

SECTION G: COMMITTEES

1. The Management-Employee Committee
 - a. The Management-Employee Committee (MEC) will be a problem-solving forum for discussing issues rather than hearing individual cases or grievances. It is not empowered to collectively bargain (negotiate labor agreement provisions or additions or deletions thereto). It will focus on general contract administration and interpretation, including grievance trends, backlogs, and the administration of labor relations work. Discussion of specific labor management concerns shall be scheduled in advance and will occur during the MEC, at mutually agreed times during the regular meeting.
 - b. The MEC will include MAEA elected officers, MAEA staff representatives, and other MAEA represented staff as needed in attendance and the Superintendent or designee who is not part of the bargaining unit and other appropriate staff as needed. One designee from each party will determine the agenda for these meetings a minimum of three (3) business days in advance.
 - c. The MEC will meet at least one time a month during the school year to discuss District-Employee issues. These meetings will be scheduled by mutual agreement and will occur outside of instructional time, but during the Work Day.
2. Building Leadership Team
 - a. For purposes of facilitating Employee input and collaboration, the Building Leadership Team ("BLT") is hereby established. The BLT shall be comprised of voting members who shall be the Superintendent, Dean of Students, Association President, at least one elected Association-represented K-8 Employee, at least one elected Association-represented PCIA Employee, and at least one elected Association-represented

certificated specialist, and will meet at least once per month during early-release time. Other Association-represented Employees may be invited by the Superintendent and/or elected by the represented Employees to participate in the BLT. Any Mill A and PCIA staff may attend BLT meetings as non-voting participants by invitation of any member of the BLT.

- b. The primary function of the BLT is to promote and facilitate collaboration to improve students' academic achievement and to identify how to support the needs of students and staff. Specific responsibilities of the BLT include:
 - i. Facilitating the development of a School Improvement Plan ("SIP"), including the configuration and structure of the each school's classes and/or program offerings, and the school's efforts to ensure equity in discipline, learning, and opportunity for all students.
 - ii. Facilitating the development of a professional development plan that reflects commitments and supports the SIP.
 - iii. Providing input to the budgeting process to ensure the school's budget aligns with the SIP.
 - iv. Ensuring the negotiated Decision-Making Matrix (DMM), is reviewed annually and updated as needed. Updates to the negotiated DMM (Appendix A), must be by consensus of the full BLT. If consensus is not reached, the negotiated DMM will remain in effect.
 - v. Working collaboratively to develop and review policies around student behavior and response for Board consideration.
- c. Multi-Tiered System of Supports (MTSS)
 - i. Multi-Tiered System of Supports (MTSS) is a State-mandated framework for enhancing the implementation of evidence-based practices to achieve important outcomes for every student. The MTSS framework builds on a public health approach that focuses on organizing the efforts of adults within systems to be more effective.
 - ii. The BLT will help implement the MTSS framework to ensure students benefit from nurturing environments and equitable access to instruction and supports that are differentiated to meet their unique needs.
 - iii. The MTSS framework includes:
 - 1) Team-driven shared leadership
 - 2) Data-based decision making

- 3) Family, student, community engagement
- 4) Evidence-based practices
- 5) Continuum of supports
3. Building Safety Team

A Building Safety Team (“BST”) is hereby established per WAC 296-800-13020. A BST must have Employee-elected and employer-selected representatives, including at least one Employee covered by this Agreement. The BST must elect a chairperson. The provisions of WAC 296- 800-13020 will be followed. The primary function of the BST is to support the school to comply with the requirements of Ch. 296-800 WAC and oversee the health and safety of the school's work sites/programs, including but not limited to Public Health response and emergency preparedness.

4. Pacific Crest Innovation Academy Admission Committee

The Pacific Crest Innovation Academy Admission Committee will be comprised of the PCIA Academic Advisor and three (3) PCIA Employees, two (2) of which will be appointed by the Association. This Committee will periodically review the processes for application and admission of students to PCIA. This Committee will also provide input about structure, planning, and scheduling prospective student visits in order to provide prospective students with an informative and authentic PCIA experience.

ARTICLE II. BUSINESS

SECTION A: DUES DEDUCTION (MEMBERS)

1. Upon receipt of a written authorization the District shall deduct an amount equal to the fees and dues required for membership in the Association, including National Education Association (NEA) and Washington Education Association (WEA).
2. On or before August 25 of each school year, the Association shall give written notice to the District of the dollar amount of dues and assessments of the Association, including the NEA and the WEA, which dues and assessments are to be deducted in the coming school year. The total for these deductions shall not be subject to change during the school year unless an Employee revokes authorization for the deduction.
3. The deductions authorized shall be made in twelve (12) equal installments from each paycheck, beginning with the pay period in September, through the pay period in August of each year. The District agrees promptly to remit directly to the WEA all moneys so deducted, accompanied by a list of teachers from whom the deduction has been made. Upon request, a duplicate list shall be promptly provided to the Association as receipt for said transaction.

4. Teachers who commence employment after September or terminate before June shall have their deductions, if any, prorated at one-twelfth of the total amount for each month the teacher is employed.

5. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee. Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period, according to the usual administrative cycle.

SECTION B: OTHER DEDUCTIONS

Upon receipt of written authorization, the District agrees to deduct from the salary of the employees, premiums for those insurance and annuity programs, and any other payroll deductions that have been approved by the Association and the District. The sums deducted as premiums for approved insurance and annuity programs shall be forwarded in accordance with the written authorization.

SECTION C: MANAGEMENT RIGHTS

Except as otherwise specified in this Agreement, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Washington, and of the United States, to delegate, to the extent allowed by law, said right and power to management personnel, including the customary and usual rights, powers, and functions, and authority of management vested in the District by law. Such rights shall continue to vest in the District and be exercised thereby without prior negotiation with any bargaining representative.

These rights shall include by way of illustration and not by way of limitation, the right: (a) to direct employees of the District; (b) to hire, promote, assign, and retain employees in positions with the school district, and, with sufficient cause, to demote, suspend, discharge, or take other disciplinary action against Employees; (c) to relieve employees from duties because of lack of work, fiscal deficit, lack of enrollment, and/or for other legitimate reasons; (d) to maintain the efficiency of the District; (e) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

SECTION D: ASSOCIATION RIGHTS

1. Use of the School Building: The Association may use school building at all reasonable hours for meetings, provided that such business shall not interfere with or interrupt normal school operations.

2. Use of School Equipment: The Association may use district equipment, including but not limited to, typewriters, copy equipment, duplication equipment,

calculating machines, computers, conferencing, and audiovisual equipment at reasonable times when such equipment is not otherwise in use.

3. Association Business: The Association may transact business on school property at all reasonable times, provided that such business shall not interfere with or interrupt normal school operations.

4. Use of District Bulletin Boards: The Association may post notices on District bulletin boards to be provided by the District in each faculty lounge.

5. Use of District Mail System: The Association may use the in-District mail system and employee mailboxes for communication purposes.

6. Information: Upon request, the District agrees to promptly furnish the Association with information reasonably necessary for collective bargaining and/or administration of the Agreement.

7. The District will notify the Association within five (5) days of the hiring of a new employee and shall provide thirty (30) minutes during the new employee's workday within 30 days of the hire date for the Association to meet with them.

8. Whenever any representative of the Association or any Employee participates during working hours in any mutually agreed upon negotiations, conferences, or meetings, he/she shall suffer no loss in pay.

9. School Board Meetings. The Association and/or Association-elected officers may propose agenda items for Regular Board Meetings to the Superintendent, provided that the Association has made a prior reasonable attempt to resolve any issue with the Superintendent. Proposed agenda items must be received by the Superintendent no later than five (5) school days prior to the Regular Board Meeting date. The District will provide release time for at least one MAEA member to attend school board meetings scheduled during work hours.

ARTICLE III. EMPLOYEE RIGHTS

SECTION A: NON-DISCRIMINATION

There shall be no discrimination against any employee or applicant for employment by reason of race, creed, color, marital status, sex, age, national origin, families with children, sexual orientation, gender identity, disability or because of membership in employee organizations. The District will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association; participation in any lawful activities of the Association or collective negotiations with the Board; institution of any grievance, complaint or proceeding under this Agreement; or otherwise with respect to any terms or conditions of employment.

SECTION B: TEACHER EMPLOYMENT

The Board shall in all instances employ staff who are properly credentialed in accordance with applicable State laws, Washington Administrative Code, and other requirements specified by the Office of the State Superintendent of Public Instruction. Non-certificated personnel shall not be assigned to perform work in the instructional setting (classroom), when such assignment would substitute on a permanent basis or replace a certificated Employee. All teachers shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in this Agreement.

SECTION C: PERSONNEL FILE

For the purposes of this agreement Human Resources shall mean either professional Human Resources staff, or the Superintendent/Principal, other administrative staff, or legal counsel acting in a human resources capacity.

1. Right to Inspect: Any employee shall have the right to inspect all contents of his/her own personnel file. Anyone, at the employee's request, may accompany the employee in this review.
2. Placement of Materials: Employees shall be given a copy of any material that is placed in their personnel file. Employees shall be given an opportunity to attach written comments to the material. Employees shall indicate they have seen such materials and have received a copy thereof by affixing their signature and dating the copy that is to go into the file.
3. Except as provided in this Section C, no other personnel files shall be maintained by the District.
 - a. The District may maintain investigation files that are created by Human Resources or legal counsel for the District in the course of an active investigation related to alleged misconduct of an Employee. At the conclusion of the investigation, the findings of the investigation will be put into writing and provided to the Employee, along with supporting documentation if requested by the Employee.
 - b. If the investigation exonerates the employee, Human Resources will retain a form document that indicates a complaint was made and found not to be meritorious. If the complaint or accusation was made by or involves a student or a group of students, the name of the student(s) will also be listed on the form document for future reference. All other materials and notes will be destroyed or maintained by legal counsel for the District in the event a claim is later filed by or on behalf of the affected student(s).

- c. The foregoing does not preclude files related to leaves or accommodation, payroll record files, investigation files, or working files of the principal or supervisor.
 - d. All materials related to an Employee's evaluation, probation, discipline, and/or complaints against the Employee held at the work location, except for the building copy of the formal evaluation and/or probation and/or plans of improvement, shall either be transferred to the District personnel file or the investigation file (as applicable) or shall be destroyed at the end of the work year; except that the observation report form(s) for those Employees determined to be unsatisfactory and/or in need of improvement and related performance improvement plan may be retained in the building until the conclusion of the plan of improvement or probation as the case may be. However, observation report forms for those Employees determined to be in need of improvement may not be retained at the building beyond twelve (12) months following the completion of the plan of improvement/probation or next school year's performance evaluation, whichever is longer.
4. Each employee's personnel file shall contain at least the following: all of the employee's evaluation reports, copies of annual contracts, teaching certificate, and a transcript of academic records.
5. When Employees inspect their personnel files they may create an inventory of contents, which will be stored in their personnel file after an authorized person from the District verifies that the inventory is accurate.
- e. If a verified inventory sheet is present, further changes to the personnel file will be noted on the inventory sheet by the authorized person making the change.
 - f. At the request of the Employee, the District will remove and destroy documents/files relating to complaint investigations, misconduct, and/or discipline after three years; provided that there have been no further incidents or complaints during the three-year period; and provided there is no legal requirement for the District to preserve or maintain the documents.

SECTION D: DISCIPLINE AND DUE PROCESS

1. Except as provided by statute (RCW 28A.405.300 et. seq.) for adverse effects on an Employee's contract (i.e., unpaid suspension, nonrenewal, and discharge), no Employee will be disciplined without "just cause," as defined in Appendix B. In case of adverse effects on an Employee's contract, the adverse action is subject to review under the "sufficient cause" standard and the statutory appeal process, and is not subject to the grievance provisions (Article IX) of this Agreement.

2. When an Employee is formally questioned by a supervisor for the purpose of seeking information that may be used for the basis of discipline, the Employee shall be advised that they are entitled to request and to have an Association representative present at such investigatory meeting. The District shall provide the Association with copies of all discoverable documents and materials in their possession regarding the allegations against the affected employee upon request.
3. The District agrees to follow a policy of progressive discipline, which includes: (1) verbal warning, (2) written reprimand, (3) suspension with pay, (4) suspension without pay, and (5) as a last and final resort, non-renewal and/or discharge. Any disciplinary action taken against an Employee shall be appropriate to the behavior which precipitates the action. Discharge or other adverse effect on the Employee's contract shall be instituted by the Superintendent in the manner prescribed by law and in compliance with this Agreement.
4. A written statement of cause shall be provided to the Employee for disciplinary action beyond the level of verbal warning.
5. Employees shall be entitled to the full rights of citizenship, and no legal, religious, political, or social activities of any Employee outside of the classroom shall be grounds for any discipline, unless the conduct materially and substantially affects the Employee's performance or fitness to teach, considering the following factors: (1) the age and maturity of the students; (2) the likelihood the teacher's conduct will have adversely affected students or other teachers; (3) the degree of the anticipated adversity; (4) the proximity or remoteness in time of the conduct; (5) the extenuating or aggravating circumstances surrounding the conduct; (6) the likelihood that the conduct may be repeated; (7) the motives underlying the conduct; and (8) whether the conduct will have a chilling effect on the rights of the teachers involved or of other teachers.
6. In the event a disciplinary action is to be taken, the Employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
7. An Employee will be notified if any complaint is made against the Employee by any parent, student, coworker, supervisor, or other person, and a copy of the complaint (if written) shall be provided to the Employee prior to its use as a basis of an disciplinary action against the Employee. Identifying information of the complainant and/or witnesses may be redacted from the complaint if the District deems it necessary to preserve the integrity of the investigation or to prevent retaliation or other harm.
8. No disciplinary action can be taken based solely on an anonymous complaint.
9. The District reserves the right to skip steps of progressive discipline in cases of illegal conduct, serious misconduct or gross negligence, and/or when, in the view of the Superintendent, there is probable cause for discharge or non-renewal. The District also reserves the right to place the Employee on paid administrative leave pending investigation.

10. Paid administrative leave pending an investigation does not constitute discipline, and may be imposed at the discretion of the District in order to address immediate concerns while an investigation is pending.

SECTION E: ASSIGNMENT AND VACANCY

Employees will be assigned on the basis of the needs of the District, the Employee's qualifications, and the expressed preference of the Employee. Teachers will not be expected to teach outside of their endorsed area(s) without the express consent of the teacher. Employees who teach a full load per the following: a full load, which is one of (a) a full MASD school day, (b) 4 or more scheduled classes for PCIA Instructors, or (c) 16 or more scheduled class periods per week for PCIA (prorated for part-time Employees.) For the purpose of counting scheduled class periods, a scheduled class period will be any class period where the teacher is engaged with students in more than a supervisory role. Such teachers will not be expected to teach outside of their school without the express consent of the teacher.

1. In the event the District determines to assign a PCIA teacher with less than a full load to teach a MASD class, the District will ask for volunteers first and will assign from the pool of volunteers. If no PCIA teachers volunteer, or if none of the volunteers are endorsed to teach the assigned class, the District will assign the least scheduled, qualified teacher first.
2. Assignments for PCIA teachers to teach non-PCIA classes must be made at least two weeks prior to the beginning of the start of the non-PCIA class semester. In the event that a PCIA teacher is offered a non-PCIA teaching assignment to utilize capacity of their contracted FTE, that teacher shall have the option either to accept the assignment or to accept a reduction in FTE to reflect their actual teaching load; *provided*, in the case of reduction of FTE, that the teacher agrees in advance to restoration of their FTE pursuant to paragraph 3.
3. For teachers who elected to accept a reduction in FTE in lieu of a non-PCIA class assignment, if one or more PCIA classes are added or restored to that teacher's assignment, that teacher's FTE shall be restored accordingly.
4. Assignments and elections under this Section E, shall not be considered a non-renewal of or an adverse effect on an Employee's contract.
5. The principal and teacher will discuss any impact to their primary assignment if a teacher is assigned additional duties. A supplemental contract will be paid on a per diem basis to any teacher who takes on teaching responsibilities that would otherwise impact protected planning time. When it is not possible to meet all conditions, Employees will be assigned first, in accordance with the needs of the district; second, where the Employee is most qualified; and third, the expressed preference of the Employee.

SECTION F. EMPLOYEE PROTECTION

1. The District shall provide such insurance for the protection of employees as is required by RCW 28A.335.040, covering injury to Employees and their property, and protecting Employees from loss or damage of their personal property incurred while engaged in the maintenance of order and discipline and the protection of school personnel and students, and the property thereof while acting within legal scope of their responsibilities by such Employee.
2. Any Employee covered by this Agreement who learns of or is witness to a threat of physical harm by any person or group, against any employee of the District while carrying out their assigned duties, shall immediately report the threat to both the Superintendent and the threatened employee. If necessary, the threat will also be reported to the appropriate law enforcement authority. Immediate steps shall be taken by the Superintendent in cooperation with the threatened employee to provide for the employee's safety. Steps may include, without limitation, notifying law enforcement, consulting legal counsel, emergency removal or expulsion of a student (when permitted by law), and/or other earnest efforts.

SECTION G: COMMUNICATION

In general, teachers should timely and appropriately communicate with parents and students about matters affecting students in their classrooms, and should be responsive to communications from parents and students. Except as agreed to by the Superintendent/Principal or as modified by consensus of the BLT, Employees and the District will abide by the following expectations:

1. Employees shall respond to communications by parents or students within two business days.
2. All communication by an Employee via school-based phone, text, social media, and/or email shall be appropriate, exhibit professional decorum, and be in compliance with District policies, including without limitations, those prohibiting discrimination, harassment, intimidation, and bullying.
3. An Employee shall not communicate with students via the Employee's personal phone (including text messaging) or personal social media and/or email account(s), and all communications with students must comply with District policies regarding staff-student boundaries. fa
4. No communication will be sent by proxy for any teacher without their expressed consent in writing, unless they are not available to provide consent (e.g., in the event of an unplanned absence or emergency). Any proxy communication made, even after written consent, shall be provided to the teacher.
5. The teacher of record will be included or copied on communication specific to their course(s).

SECTION H: SCHOOL FACILITIES, CLASSROOM ASSIGNMENTS

1. Health and Safety. The District will provide a safe and healthy workplace per State law, and will properly maintain all facilities, in compliance with State law.
 - a. The District will work with the BST to follow current health and safety requirements from various state, local, and federal agencies. The District will work to comply with the air quality standards currently set forth by applicable laws and regulations, to ensure fresh air supply, filtration, and circulation in District buildings.
 - b. The District will inform all staff in an affected building as soon as possible upon learning that the building or school has failed an environmental safety test (e.g., water or air quality test). The District will meet with the BST to both discuss the results of any such test, and any protective measures where such may be necessary, that will be taken to protect students, staff, and the public during any remediation period.
 - c. Specific Employee concerns should be directed to the BST for consideration. The conclusions and recommendations of the BST are not subject to the grievance provisions of this Agreement.
2. Classroom Assignments
 - d. The District will make reasonable efforts to assign a maximum of two classrooms, per teacher, per academic term, and to ensure that the assigned classrooms are in proximity to one another.
 - e. The District will ensure that in each classroom to which a teacher is assigned there is adequate storage (e.g., file and desk drawer, table with drawers, or a section of a cabinet). The District will also ensure that instructional equipment and materials are located within each classroom (e.g., books, basic laboratory equipment, and audio-visual equipment), so the Employee does not have to transport instructional equipment and materials from room to room.
 - f. the District will assign classrooms so that there is adequate working space to provide quality instruction and services.

ARTICLE IV. EVALUATION

SECTION A: PURPOSE

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

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

1. An evaluation system must be meaningful, helpful, and objective;
2. an evaluation system must encourage improvements in teaching skill, 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 bargaining unit member, as described in WAC 392-191-025:

5. To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance."
6. The District agrees to comply with all requirements for evaluation as set forth in RCW 28A.405.100.

SECTION B: EVALUATOR QUALIFICATIONS

All assigned evaluators shall have been trained in the evaluation processes they will be assigned to conduct that are contained in this Agreement and related appendices. By September 15 each year, or within fifteen (15) days of the beginning of the school year, whichever is later, the District shall provide the Association with dates and content of the training that each evaluator has completed.

Upon request, employees shall be assigned an alternative evaluator. Requests must be submitted in writing by October 1st. Generally, the Mill A School District has only one administrator, and therefore only one evaluator; therefore, requests for alternative evaluators may require special accommodations on the evaluation schedule for the year.

SECTION C: APPLICABILITY OF EVALUATION PROCESSES

The evaluation processes to be utilized for employees shall be as follows:

1. Classroom Teacher Evaluation Process. The employee group, “classroom teacher,” includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction and grades, including music, art and physical education teachers. The term "classroom teachers" does not include Educational Staff Associates (e.g., Speech Language Pathologists, Psychologists), Counselors, Librarians, Nurses, teachers on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet this definition. The evaluation process for classroom teachers is delineated in Section D of this Article IV.
2. Non-Classroom Teacher Evaluation Process. Educational Staff Associates (e.g., Speech Language Pathologists, Psychologists), Counselors, teachers on special assignment, instructional coaches, curriculum specialists, employed by the District, and other bargaining unit members who do not meet the definition of "classroom teacher" shall remain under the previous evaluation system, as defined in this Agreement. The evaluation process for Non-Classroom Teachers is delineated in Section E.

SECTION D. CLASSROOM TEACHER EVALUATION PROCESS

This process applies to “classroom teachers” as defined above in Section C.1.

No teacher shall be evaluated by an evaluator who has not 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. The District shall provide the Association with evidence of the content and successful completion of this training by any individual serving as an evaluator upon request. This evidence will include documentation of the demonstrated competence of each evaluator.

1. Professional Development

Prior to being evaluated under Article IV, each teacher new to the District shall receive adequate professional development to comprehend the framework and understand the evaluation process. A minimum of twelve (12) hours of professional development shall be provided during scheduled workdays to each new classroom teacher employee during their first year of employment with the District for this purpose. No later than October 1 of each year, each teacher shall receive adequate professional development to comprehend the framework and understand the negotiated evaluation process under Article IV. All funding provided by the state specific to the purpose of professional development for evaluation shall be used for that purpose. Provided that this money shall not supplant any other district/state/federal funds designed for other professional development purposes or are otherwise negotiated in other provisions of this Agreement. Each employee by September 15th, or within fifteen (15) days of employment, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms and information appropriate to the teacher's position and track in the evaluation cycle.

2. Definitions, State Criteria, Framework, and Scoring

The District uses the “eVALWashington” tool, which includes all required forms except the Framework. The Framework the District uses is “CEL 5D+ teacher Evaluation Rubric.” It and related forms are on the OSPI website at:

<https://ospi.k12.wa.us/educator-support/teacherprincipal-evaluation-program/frameworks-and-rubrics/cel-5d-teacher-evaluation-rubric-30>.

The parties agree that the Framework and these forms, as they exist at the time of this Agreement and as they may be modified by OSPI in the future, shall be used for purposes of this Article IV.

a. *Definitions*

- i. “Criteria” shall mean one of the eight (8) state defined categories to be scored.
- ii. “Component” shall mean the sub-section of each criterion.
- iii. “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. The evaluator shall assist the teacher by providing support and resources.
- iv. “Artifacts” shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
- v. “Evidence” shall mean examples or observable practices or relevant documentation of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro Teach or National Boards portfolio, but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Input from students, parents or any other source shall not be used as evidence.

- vi. “Not Satisfactory” shall mean:

Level 1: Unsatisfactory - Receiving a summative score of 1 is not considered satisfactory performance for a teacher.

Level 2: Basic - If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.

- vii. “Student Growth Data” shall mean the change in student achievement between

two points in time within the current school year, as determined by the teacher and evaluator. Assessments used to demonstrate growth must originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, aligned to relevant State standards, and may include both formative and summative measures.

viii. “Observe”/“Observation” shall mean the gathering of evidence made through classroom or worksite visits, or other visits, or work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time in relation to the negotiated instructional framework.

b. *State Evaluation Criteria:*

- i. Centering instruction on high expectations for student achievement,
- ii. Demonstrating effective teaching practices,
- iii. Recognizing individual student learning needs and developing strategies to address those needs,
- iv. Providing clear and intentional focus on subject matter content and curriculum,
- v. Fostering and managing a safe, positive learning environment,
- vi. Using multiple data elements to modify instruction and improve student learning,
- vii. Communicating and collaborating with parents and the school community, and
- viii. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

c. *Instructional Framework:* The parties have agreed to adopt evidence-based instructional framework developed by the University of Washington Center for Education Leadership (CEL) Five Dimensions of Teaching and Learning (5D+) 3.0. If the adopted instructional framework is contrary to or inconsistent with the terms and conditions of this Agreement, the Agreement shall prevail unless the terms of the Agreement are in conflict with state law, in which case, the laws of Washington State shall prevail. Upon mutual agreement the parties may negotiate a different OSPI approved instructional framework.

d. *Criterion Performance Scoring:* Criterion Performance Scoring shall be in accordance with the forms provided in “eVAL Washington” and on the OSPI website, as referenced above.

3. Summative Performance Rating: A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall

summative score is determined by totaling the eight (8) criterion-level scores as follows:

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

4. 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:

- 5-12: Low (1)
- 13-17: Average (2)
- 18-20: High (3)

- a. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and/or informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the same school year shall not be used to calculate a teacher's student growth criterion score. Evaluators shall not consider school-wide or District-wide test scores when evaluating classroom teachers.
- b. 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.
- c. 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:
 - i. 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;
 - ii. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/ assessment alignment;
 - iii. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices; and
 - iv. Create and implement a professional development plan to address student growth areas.

5. Procedural Components of Evaluation

- a. *Notification.* The teacher will be notified no later than September 15 of each year, or within fifteen (15) days of the beginning of the school year, whichever is later, of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.
- b. *Teacher Self-Assessment - Optional and at the discretion of the teacher.* If a teacher elects to complete and share a self-assessment form, it shall be shared at or prior to the pre-observation conference.
 - i. Prior to the pre-observation conference, the member must complete a self-assessment form.
 - ii. No teacher will be required to complete or share the Self-Assessment form with his/her evaluator.
- c. *Student Growth Goal Setting:* No later than September 15 of each year, or within fifteen (15) days of the beginning of the school year, whichever is later, 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. The goal for SO 6.1 and SO 8.1 may be the same goal.
- d. *Artifacts and Evidence*
 - i. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
 - ii. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.
 - iii. A teacher may, but shall not be required to submit artifacts and evidence for completion of the evaluation. However, the evaluator may request artifacts and evidence specific to a criteria if he/she is unable to document performance in another way.
- e. *Record-Keeping:* The District shall adhere to the following:
 - iv. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
 - v. Teachers shall have access to their compiled documentation file in subsequent years.
 - vi. Evaluator must notify the teacher within 48 hours when additional evidence is

submitted.

- vii. Any and all data entered into the compiled documentation account/file shall be considered confidential, and not be subject to public disclosure.
 - f. *Electronic Monitoring.* All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher. Note: this does not preclude the use of a device such as an iPad to facilitate the evaluator's transcription of the observation.
 - g. On request, any teacher receiving a "Basic" or "Unsatisfactory" overall rating on a summative evaluation shall be assigned an alternate evaluator. Requests must be submitted in writing by October 1st of the following school year.. The District has only one evaluator, so requests for alternative evaluators may affect the timing and schedule.
6. Comprehensive Evaluation Process. A Comprehensive Evaluation will include evaluation of all eight State criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every six (6) years.
- a. *Pre-Observation Conference:* The pre-observation conference shall be held prior to the first formal observation. 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.
 - b. *Formal Observations*
 - i. The first of at least two (2) prearranged formal observations for each employee shall be conducted within the first ninety (90) days of the school year.
 - ii. The total annual observation time cannot be less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes. Any formal observation shall not be less than 30 minutes in length.
 - iii. The observations will occur no later than five (5) days after the pre- observation meeting.
 - iv. Observations will not take place on half, early release, or late start days, the day before winter or spring break, on the day following an absence of the employee, and on days of an assembly or a modified schedule, unless otherwise agreed to by the employee.

- v. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference.
- vi. The teacher shall be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom.
- vii. *Post-Observation Conference*
 - a) The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date.
 - b) 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. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score.
 - c) If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria and provide specific observable solutions with specific district support and resources to remedy the concern.
 - d) The teacher may attach written comments to the observation report.
- viii. *Second Pre-Observation Conference*: The pre-observation conference shall be held prior to the second formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the teacher's goals, establish a date for the formal observation, 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.
- ix. *Second Formal Observation*
 - a) The second of two (2) formal prearranged observations will occur no sooner than six (6) weeks after the first formal observation and ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth. The observation will occur no later than five (5) days after the pre-observation meeting.
 - b) Observations will not take place on half, early release, or late start days, the day before winter or spring break, on the day following an absence of the employee, and on days of an assembly or a modified schedule, unless

otherwise agreed to by the employee.

- c) The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference in C., below.
- d) The teacher shall be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the instruction framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post- observation conference, and be used to determine the final evaluation score. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days following the observation date.
- e) The final formal observation shall occur prior to May 1st.

x. *Second Post-Observation Conference*

- a) The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date.
- b) 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. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score
- c) If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria and provide specific observable solutions with specific district support and resources to remedy the concern.
- d) The teacher may attach written comments to the observation report.
- e) The teacher may request additional formal observations.

c. *Informal Observations:* Informal Observations may be conducted or used in the evaluation process provided that a conference of some sort is held with the teacher prior to entering any evidence into the teacher's evaluation file. The teacher shall have the same right to review and submit additional information to support or refute the content of the observation.

d. *Final Summative Evaluation Conference*

- i.* No later than May 10th the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
- ii.* The teacher has the right to provide additional evidence for each criterion to be scored.
- iii.* 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.
- iv.* If the evaluator judges the teacher to be below Proficient, the evaluator must provide at least three (3) pieces of evidence.
- v.* If the teacher believes the criterion score or final summative score did not consider certain teacher evidence and/or the criteria were not objectively scored they shall be granted any of the following:
 - a) An additional formal observation by June 1st;
 - b) An alternative evaluator mutually agreed upon by the teacher and the Association for the scoring of evidence;
 - c) Assignment of a new evaluator for the ensuing school year.
- e.* Nothing prohibits an evaluator from evaluating all teachers as Distinguished- 4 within a school year.
- f.* The teacher will sign two (2) copies of the Final Summative Evaluation Report. 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. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

7. Focused Evaluation Process

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.

If a non-provisional teacher has scored Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for up to five (5) years before returning to the Comprehensive Evaluation. A teacher who scores less than Proficient in a Focused Evaluation will return to a Comprehensive Evaluation until they score Proficient or higher.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. The request of the teacher must be received in writing prior to September 15 or within the first fifteen (15) days of the school year, whichever is later. The decision of the evaluator must be communicated during the prior year's final evaluation conference if it is based on specific concerns regarding teacher performance.

- 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. Observations and conferences for the focused evaluation shall follow the process set forth in Section D.5., Procedural Components of Evaluation, and Section D.6., Comprehensive Evaluation Process, above.
- d. The score received on the selected criterion is the score assigned as the final summative score.
- e. A group of teachers may focus on the same evaluation criterion and share professional growth activities. The collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

8. Support for Basic and Unsatisfactory Performance

- a. The Association will be notified when any teacher is judged below Proficient -3, within five (5) school days.
- b. When a teacher is judged below Proficient, the following conditions and provisions may be granted, at the employee's and evaluator's mutual discretion, to the employee to support their professional development:
 - i. The teacher's class size will not exceed the limits established in this Agreement.
 - ii. The teacher shall be granted up to four (4) days of district funded release time to observe colleagues' instruction.
 - iii. The teacher shall be granted an additional/different certificated employee evaluator for the next school year, providing a request is made in writing no later than October 1 of that year.
 - iv. The teacher will be assigned only one (1) work location, i.e., one classroom, if feasible.
 - v. A mentor will be assigned.
- c. Additional supports may include, but are not limited to: university course work, peer

coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).

- d. Any of these support activities shall be compensated at the employees per diem rate of pay for any time that occurs outside the normal work day/year.
9. When a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the first Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the first Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

10. Provisional Employees

- a. A second-year Provisional teacher who receives a summative rating of 4-Distinguished may be granted continuing contract status for the subsequent school year.
- b. Before non-renewing a first (or applicable second or third) year Provisional teacher, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts shall include:
 - i. An evaluation conducted in accordance with each provision of Section D.5., Classroom Teacher Evaluation Process;
 - ii. Written notice to the Association and teacher within ten (10) days of receipt of the final written evaluation;
 - iii. A specific and reasonable program designed to assist the teacher in making satisfactory progress in improving his/her performance, including a plan with benchmarks defining desired performance and indicating It has been achieved;
 - iv. A description of the assistance and services the District will provide to the teacher to improve his/her performance;
 - v. Periodic reports to inform the teacher of the evaluator's judgment about the teacher's progress toward remediating deficiencies.

11. Probation

- a. 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.

- b. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is Unsatisfactory (1). A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below Proficient (3) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- c. Teachers may only be placed on probation from the Comprehensive Evaluation Process described in Section D.6., above.
- d. Teachers on continuing contracts who have been assigned to teach outside of their endorsement shall not be subject to nonrenewal or probation based on evaluation of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.
- e. 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:
 - i. The evaluation report prepared pursuant to the provisions of Article IV Section 3, and
 - ii. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- f. If 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 Unsatisfactory (1). Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent, which notice shall contain the following information:
 - iii. Specific areas of performance deficiencies identified from the instructional framework;
 - iv. A suggested specific and reasonable plan for improvement; and
 - v. A statement indicating the 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.
- g. A reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system

for periodic feedback during the term of probation will include supports provided and funded by the district, and the dates those supports will be put in place. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day/year.

h. *Evaluation During the Probationary Period*

- i. 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.
- ii. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
- iii. 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 3 above shall apply to the documentation of observation reports and evaluation reports during the probationary period.
- iv. 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.
- v. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the district and the Association from a list of evaluation specialists compiled by the ESD.
- vi. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. A teacher may be removed from probation if a teacher with five (5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.
- vii. Lack of necessary improvement during the established probationary period, as specifically document 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.
- i. *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:

- i. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 - ii. 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
 - iii. 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.
- j. *Action by the Superintendent:* Following a review of the report pursuant to paragraph i. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
 - k. 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.

12. Non-Renewal (Discharge)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of Unsatisfactory (1) for two (2) consecutive years, after completing probation the first year, 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.

13. Appeal of Probable Cause Determination

The teacher who is issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) calendar days following receipt of said notice to file any notice of appeal and request for a hearing as provided by statute (for continuing contract teachers, RCW.28A.405.210 and 28A.405.300; for provisional teachers, RCW 28A.405.220).

14. Evaluation Results

- a. *Evaluation results shall be used:*
 - i. To acknowledge, recognize, and encourage excellence in professional performance.
 - ii. To document the level of performance by a teacher of his/her assigned duties.
 - iii. To identify specific areas in which the teacher may need

improvement according to the criteria included on the evaluation instrument.

- iv. To document performance by a teacher judged unsatisfactory based on the District Evaluation criteria.

b. *Evaluation results shall not be:*

- i. Shared or published with any teacher identifying information unless required by laws or legal process, in which case the individual and Association will be notified and provided a reasonable opportunity to seek a court order to prohibit the disclosure.
- ii. Shared or published without notification to the individual and Association.
- iii. Used to determine any type of base or additional compensation
- iv. Used as a form of progressive discipline.

15. Procedure When Evaluation Cannot be Completed

If a teacher leaves the District or is on leave for a major portion of the school year, evaluations may be conducted if time permits. If the teacher's departure is planned, the evaluator and employee shall come to mutual agreement about a timeline for completing observations and a summative conference. If not all elements of the framework have adequate evidence to be scored, the reason for any omission should be noted on the summative form and no final score will be calculated. If the departure is unplanned and it is not possible to complete an evaluation, the evaluator shall document the facts. In such cases, no final summative score can be determined.

SECTION E: NON-CLASSROOM TEACHER EVALUATION PROCESS

This process applies to Educational Staff Associates (e.g., Speech Language Pathologists, Psychologists), Counselors, librarians, Contract Learning, Nurses, teachers on special assignment, instructional coaches and all other certificated employees who are not classroom teachers.

1. Evaluation Procedures

- a. During each school year all *certificated Non-Classroom Teachers* certificated classroom teachers and certificated support personnel shall be observed for the purpose of evaluation at least twice in the performance of assigned duties. Total observation for each employee for each school year shall not be less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall.

- b. The evaluator shall meet with the teacher or support person in a pre-conference within ten (10) days of the first observation. During the conference the evaluator and the staff member shall discuss lesson plans and identify items to be observed.
 - c. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results of the observation in writing and shall provide the employee with a copy thereof within three (3) days after such report is prepared.
 - d. New employees shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90)-calendar days of their employment period.
 - e. The evaluation and observation shall be completed before May 15 of each school year.
 - f. The employee's signature on the evaluation report indicates that he/she has received a copy of the report. The signature, however, does not necessarily imply the employee agrees with the contents of the evaluation report.
 - g. The employee shall have the right to attach his/her comments to the evaluation report.
 - h. The evaluator shall hold a conference within ten (10) days following the final observation with the teacher and provide him/her with a copy of the written evaluation report and discuss the evaluation with the teacher observed. (If the administrator finds that the teacher has not met the levels of expectation, the reasons therefore shall be set forth in specific terms.) An identification of ways in which the teacher is to improve and the types of assistance that may be given by the administrator and other staff members will be specified. One (1) copy of the evaluation report shall be retained by the teacher, and two (2) copies shall be signed by the teacher, one of which shall be placed in the teacher's personnel file. Within ten (10) school days of the conference, the teacher may submit signed comments concerning his/her evaluation report which shall be attached to the reports in his/her personnel file and considered with the evaluation report.
2. Short Form Evaluation Procedure. After an employee has four (4) consecutive years of satisfactory evaluations under provisions of this Agreement, the principal or other supervisor may elect, and the affected employee may mutually agree to use a short form of evaluation. The short form of evaluation shall consist of either a thirty (30) minute observation during the school year with a written summary or a final annual written evaluation based on the teacher evaluation criteria and based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared. However, the normal evaluation process set forth in Section 4 of this Article shall be followed at least once every three (3) years for each employee, and an employee or principal or other supervisor may request that the normal evaluation process be conducted in any given school year. The short form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory nor as probable cause for non-renewal of the employee's employment contract.

3. The Probation Period. At any time after October 15th, an employee whose work is judged unsatisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. (RCW 28A.405.100)

a. The probationary procedure as set forth herein shall provide an employee with assistance through consulting, counseling, and providing other resources as may be utilized in the improvement of an employee's performance. If an employee's performance is judged unsatisfactory in accordance with the Evaluation Procedure and criteria herein, the employee shall be considered for placement on probation; however, no employee shall be placed on probation unless an evaluation has been completed prior to January 20. The probationary process shall apply to provisional employees as well as continuing teachers in accordance with RCW 28A.405.100. The Association President shall be notified by the Superintendent by January 10 each year if any employees are being considered for probation.

b. The probationary period shall begin at any time after January 20 and shall include sixty (60) school days in the same school year.

c. In carrying out the probation procedure, the following steps shall be followed:

Step 1. The principal shall meet with the employee in an attempt to resolve matters relating to performance before probation is recommended. This conference shall be held before the date of the formal evaluation and in no case later than January 20. The employee shall have an opportunity to have an Association representative in attendance at the conference.

Step 2. If an employee is being considered for probation, the recommendation to the Superintendent for probationary status must be made on or before January 20. The recommendation for probation must be made in writing and a copy of that recommendation be sent to the employee. The recommendation for probation will include a specific and reasonable program for improvement as follows:

- a) a specific definition of the problem in terms of performance deficiency.
- b) a specific set of expectations delineating what would constitute acceptable performance in the problem areas defined.
- c) a prescription for remediation which spells out courses of action and time expectations so the employee involved can reach an acceptable level of performance.
- d) a statement of possible assistance or counseling by the principal or other supervisor to aid the employee in improving his/her performance to an acceptable level.

Step 3. The Superintendent, or designee, shall review the principal's or immediate supervisor's recommendation for probation. If the Superintendent or designee determines that there is an alternative to probation, he/she may continue to work with the parties involved.

Step 4. The decision to place an employee on probation is to be determined by the Superintendent. If an employee is placed on probation, the actual letter of probation from the Superintendent to the employee must include all the provisions of Step 2 of this probationary process, as well as being consistent with this and other provisions of the Agreement and state statutory requirements. During the probationary period, the principal or their supervisor shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.

Step 5. If by May 1 and after all the steps and processes of the probationary period have been followed, and if the employee does not demonstrate the acceptable level of performance as originally stated in the probationary recommendation, the actual letter of probation and subsequent supportive evaluation documentation, then that employee may be eligible for non-renewal of contract.

Conversely, if by May 1 and after all the steps and processes of the probationary period have been followed and the employee does demonstrate the acceptable level of performance as originally stated in the probationary recommendation, the actual letter of probation and subsequent supportive evaluation documentation, then that employee shall be given a favorable evaluation for inclusion in the employee's personnel file.

In either case, the Superintendent shall notify the employee in writing no later than May 15 of the status of his/her contract renewal.

The use of formal probationary process will not be a requirement for teachers during their provisional contract years (RCW 28A.405.220).

ARTICLE V. STAFF REDUCTION AND RECALL

SECTION A: BOARD DETERMINATION OF PROGRAM

Prior to May 15 of each year, the board shall determine whether the District's financial resources, changes in student enrollment, or a need for a reorganization of the educational program to meet changing student needs require the District to reduce or reorganize the educational program and services to be provided for the next school year. If the board determines that any of these considerations require a reduction in force for the following year, the Board shall adopt a modified educational program and the District shall identify those employees who will be retained to implement that modified program, and those employees, if any, whose contracts will not be renewed for the next school year. If the Board determines that modifications to the educational program are required that will result in a reduction in force, the District shall notify the Association in writing of such determination, and the reasons supporting it, as soon thereafter as possible.

SECTION B:. SELECTION OF EMPLOYEES

In adopting a reduced or modified educational program that will require reduction, modification, or elimination of positions involving Employees, the Employees required to implement the modified or reduced education program or services shall be selected as provided below.

1. Normal Turnover: The District shall determine the number of certificated positions which will be open as a result of (a) voluntary or mandatory retirements; (b) normal resignations; (c) other transfers; and (d) leaves of absence after requesting such information from the staff.
2. Certification: Employees retained to implement the modified or reduced educational program shall possess a valid Washington State certificate/ endorsement as may be required.
3. Majors and Minors: Except as determined by the Superintendent to be in the best interests of the District, Employees eligible for retention must have the equivalent of a college major or minor in a particular area, or two (2) years' teaching experience in a particular area within the last five (5) years. Employees with college minors shall be eligible for retention in those minor areas if the employee has taught in said area for two (2) years within the last five (5) years.
4. Groupings: Employees will be grouped district-wide first in the following categories: (1) Elementary, Grades K through 5; and (2) Secondary, Grades 7 through 12. Employees will then be grouped by education specialties within the above division. Specialties are defined as normally accepted academic major and/or minor fields.
5. Seniority: When more than one Employee qualifies for a position under the above criteria, the Employee with the greatest seniority within the District shall be retained first. Once each year the District shall update and post its seniority list.

If it is necessary to give notice of non-renewal to Employees under these procedures, the District shall prepare and distribute to all Employees a list ranking each Employee from the greatest to the least seniority in each specialty area for which they qualify.

SECTION C: EMPLOYMENT POOL

1. Application. Any Employee receiving a notice of non-renewal of contract, including reduction in FTE, pursuant to these provisions shall be eligible for a "special leave of absence" without pay upon written application directed to the Superintendent and received not more than ten days following the receipt of the notice of non-renewal. Employees electing to take a "special leave of absence" shall be placed in an employment pool and shall be considered for re-employment according to the same criteria and together with other personnel in the employment pool.
2. Retention of Rights. All rights accumulated by the Employee prior to the "special leave of absence" shall be retained by the Employee upon their return to active employment. Any

credit for any education acquired during special leave of absence shall be granted. Acceptance of employment as an Employee in any other school district during the special leave of absence shall constitute an automatic termination of special leave of absence.

3. Re-Employment. All Employees who are not recommended for retention in accordance with these procedures, who are given notice of non-renewal of contract, and who apply to take a special leave of absence, shall be placed in an employment “pool” for possible re-employment for a period of one year. Employment pool personnel will be given the first opportunity to fill open positions within their qualifications under the guidelines herein. Members of the “pool” shall have first priority for substitute positions for which they are qualified.
4. Notice of Re-Employment. When a vacancy occurs for which any person in the employment pool is qualified, notification from the District to such individual will be made by certified mail or personal contact by the Superintendent or designee. Such person will have ten calendar days from the receipt of the letter or from the date of personal contact to accept the position.
5. Failure to Accept an Offer of Employment. If an individual in the employment pool fails to accept a position for which they are eligible pursuant to the criteria set forth in this Section, such individual shall be dropped from the employment pool.
6. Continuation of Insurance. Certificated personnel within the employment pool may pay their total medical insurance premiums to the District, and in turn, the district will forward the money to the appropriate medical payment center so that the member of the employment pool and/or their dependents will be included within the group medical insurance to the extent permitted by the insurance carrier.

ARTICLE VI. INSTRUCTION

SECTION A: ACADEMIC FREEDOM

1. The principle of academic freedom for employees shall not supersede the basic responsibilities of the Employee to the education profession. These responsibilities include, without limitation, a commitment to support the Constitution and laws of the United States and the State of Washington.
2. The District has the final authority and responsibility to develop and adopt curriculum, courses of study, and lists of instructional materials. The professional staff may provide input to the development of these materials in conformity with District policy, the laws of the State of Washington, and the rules and regulations of the State Board of Education.
3. Age-appropriate, free interchange of ideas leading to clearer understanding of concepts is part of effective teaching. Any challenge to an Employee’s use of supplemental educational materials on the basis of suitability, their presentation of ideas involving morality or patriotism, or their literary merit, shall be subject to review pursuant to District policy.

4. Instruction of students eligible for accommodation under Section 504 of the Rehabilitation Act and/or Special Education, shall be based on best practices as determined by the District Section 504 Coordinator and/or the ESD 112 special education teachers or administrators responsible to supervise special education in the District.
5. The parties adhere to the principle of the employee's freedom to provide supplemental materials and to think and express ideas and concepts on issues, including controversial issues, when such are germane to the District's instructional program, and when related to subject matter in a given grade level. Employees will use professional judgment in determining the appropriateness of the issues presented, taking into consideration the parties' commitment to the democratic tradition, and a concern for the rights, growth, and development of students' objective scholarship. All materials and means used shall be in accordance with District guidelines.
6. Employees will have the right to determine grades and evaluate students within parameters mandated by District guidelines and procedures. If asked by the Superintendent due to parent or student inquiry, concern or complaint, the employee will provide the rationale for how the grade was determined. In addition, if the Superintendent determines that a meeting between the parent/student and the Employee is needed, the Employee will participate in the meeting.

SECTION B: PLANNING/PREPARATION TIME AND OFFICE HOURS

1. *Definition and Purpose.* Preparation and Planning is defined as time during the Employee's workday, between the beginning of student classes and the end of student classes, where no other responsibilities are assigned by the District. Specifically, the following are not planning/preparation time:
 - -lunch time
 - -recess
 - -study halls
 - -meetings not requested and scheduled by the instructor
 - -the time before or after student day that Employees are required to be at school
 - -office hours
 - -all other times where responsibilities are assigned by the District

The primary purpose of planning/preparation time is for the Employee to prepare and plan for their courses/curriculum, self-directed and at their discretion, without other duties assigned by the District.

2. The use of scheduled planning/preparation time shall be determined by the Employee, for planning and preparation, as follows:
 - a. Mill A School (K – 8)

- i. All MAS teachers shall have a minimum of 240 minutes of planning/preparation time during each week, excluding Conference Week.
 - ii. In the event that there is insufficient time that students are being instructed elsewhere (e.g., for specials), and unless the teacher and Superintendent agree otherwise, not less than 30 minutes and up to 60 minutes per week of early release time may be designated as preparation/planning time.
 - b. Pacific Crest Innovation Academy (9 – 12)
 - i. All PCIA teachers shall have a minimum of one (1) period of planning/preparation time per day, except during Conference Week and on early release days.
 - ii. PCIA teachers who have at least two (2) College-in-High-School (CiHS) and/or Career Tech Education (CTE) classes per semester, they shall be provided one (1) additional period for planning/preparation per day that they teach at least one CiHS or CTE class.
 - iii. PCIA teachers assigned science classes with lab shall be provided one (1) additional period for planning/preparation per week.
 - (a) Where a PCIA teacher is teaching a course with substantial setup needs, the teacher will have one (1) additional period for planning/preparation per week.
 - (b) Where a PCIA teacher is teaching a course with substantial setup needs, one of the teacher's prep periods shall be scheduled before the lab class. In cases where the room is unused after school, the prep period may be scheduled at the end of the prior school day.
 - c. Part-Time Teachers and Certificated Specialists will have at least one preparation/planning period per work day, regardless of FTE.
3. No other duties will be assigned during planning/preparation time.
 4. Office Hours: PCIA teachers will have office hours that meet the requirements of all partner colleges.
 5. If additional non-instructional, non-preparatory periods exist in a teacher's schedule, study hall supervision or substitute duties may be assigned at the discretion of the building administrator.
 6. By mutual consent between the District and the teacher, a the teacher may act as a substitute during their planning time or instructional time. In this case, the teacher will be paid an additional amount at their per diem rate for the time that they substitute with a minimum of one hour paid.

7. Teachers can leave their building after the dismissal of their students on the days preceding fall, winter, and spring breaks.
8. If the District schedules an early release day or late start day to allow for staff development and collaboration time, the Superintendent/Principal will work with staff to collaboratively plan and manage these times for maximum gain in student outcomes in alignment with the School Improvement Plan.

SECTION C: COLLABORATION AND PROFESSIONAL LEARNING TIME

1. The District will schedule a, two-hour early release day every Wednesday of the school year for MAS and PCIA . Except that, the day between semesters shall be a teacher in-service day, and the last day of school, students are released early, and Employees are expected to perform year-end tasks, such as grading, even if either falls on a Wednesday.
2. At least one hour per month on different early release Wednesdays will be dedicated to the following:
 - One (1) early release dedicated to Collaboration and Professional Learning Time will be related to and in alignment with MASD's strategic plan and MTSS
 - One (1) early release dedicated to Committee work (e.g. BLT, BST), including MTSS.
 - One (1) early release dedicated to MTSS.
 - One (1) early release will be used for continuing Cultural Competency, Diversity, Equity, and Inclusion (CCDEI) professional development or analysis. The BLT will plan professional development and/or learning opportunities aligned with the CCDEI standards of the Professional Educator Standards Board.
3. Collaboration and Professional Learning Time is teacher-directed time for educators to plan and prepare together with colleagues. Any Collaboration and Professional Learning time on early release Wednesdays will be related to and in alignment with each school's SIP.
4. The Association and District administration will collaboratively develop an agenda template to be used at the school level in order to communicate what Collaboration and Professional Learning Time work, if any, Employees are to be engaged in on early release days.

SECTION D: STUDENT DISCIPLINE

1. In the maintenance of a sound learning environment, the District shall expect behavior on the part of all students who attend schools in the District to comply with behavioral policies as outlined in the Student Handbook and student discipline and non-discrimination policies and procedures of the District. Discipline shall be enforced fairly and consistently

regardless of race, national origin, religion, creed, sex, sexual orientation, gender identity or expression, disability, or other protected status. Such discipline shall be consistent with applicable federal and State laws.

The Board and Superintendent shall support and uphold Employees in their efforts to maintain discipline in their classrooms. Further, the authority of Employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board; provided it is following the approved Student Handbook and District Policies and Procedures. In the exercise of authority by an employee to control and maintain order and discipline, an employee may use reasonable and professional judgment concerning matters not provided for by specific Policies and Procedures adopted or approved by the Board, and not inconsistent with federal and State laws or regulations.

2. Before re-admittance to class after emergency removal, expulsion, or suspension pursuant to statute and/or District Policy/Procedure, there shall be an agreement finalized between the student, parent or guardian, Superintendent or designee, and the Employee, specifying the future behavior expectations of the student.
3. Prior to the start of the student school year, the District shall provide an instruction session for all Employees concerning the District Student Handbook and Policies and Procedures related to student discipline. In addition, the District will ensure that the Student Handbook and Policies and Procedures related to student discipline are readily available to Employees either on the District's website or in hard copy.

SECTION E: CLASSROOM ASSISTANT TIME

1. A minimum one hour classroom assistant time, per day, will be provided for each K-8 classroom and shall not include assistant time by special education personnel. Classroom assistant time shall be used at the discretion of the teacher.
2. Within the first month after the beginning of the school year (and/or whenever needed thereafter) a team comprised of teachers and administrators will assess the needs of the classroom and determine if the classroom situation indicates a need for additional classroom assistant time. The administration will render its decision either to deny the request of the teacher or increase classroom assistant time, after considering the recommendations of the team.

ARTICLE VII. LEAVES

SECTION A: SICK LEAVE

1. Accumulation: At the beginning of each school year, each full-time Employee shall be credited with twelve days of Sick Leave. Employees who are less than full time shall receive a prorated portion of such leave. Unused sick leave shall accumulate to the maximum allowed by law (i.e., one contract year). Sick leave earned but unused in the

school districts within the State of Washington shall be credited to the Employee's sick leave account upon employment.

2. Use:

- a. Personal Illness, Injury, or Other Health Condition: For any time period the Employee is unable to perform duties because of personal illness, injury, or other health condition or for diagnostic or preventative medical care.
- b. Maternity: For any time period the Employee's physician certifies the Employee is temporarily unable to work due to pregnancy or childbirth.
- c. Family Illness, Injury, or Other Health Condition: In the event of illness, injury, or health condition of a family member of the Employee. For purposes of this provision, "family member" shall mean spouse, registered domestic partner, parent (biological, adoptive, or foster parent; stepparent; someone who was the Employee's legal guardian or their spouse or registered domestic partner; or a person who was legally responsible for the Employee when the Employee was a minor), child (biological, adopted, or foster child; step child; or child the Employee is legally responsible for), grandchild, grandparent, or sibling.
- d. Emergency: The District shall grant sick leave to Employees in the event the employee has an emergency, defined as, a problem that has been suddenly precipitated or is unplanned; or where pre-planning could relieve the necessity for the employee's absence.

3. Attendance Incentive/Sick Leave Cash Out. In January of the year in which a minimum of sixty (60) days of leave for illness or injury or accrued, and each January thereafter, any eligible Employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the Employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.

- a. At the time of separation from school district employment, an eligible Employee or the Employee's estate shall receive remuneration of up to one hundred eighty (180) days at a rate equal to one (1) day's current monetary compensation of the Employee for each four (4) full days accrued leave for illness or injury.
- b. In compliance with WAC 392-136-020, "eligible Employees" are those who separate from employment with the school district due to death or retirement or who separate from District employment and are at least age fifty-five years of age and:
 - i. Have at least ten years of service under teachers' retirement plan 3 as defined in RCW 41.32.010(40); or

- ii. Have at least fifteen years of service under teachers' retirement system plan 2 as defined in RCW 41.32.010(39).

SECTION B: PERSONAL LEAVE

The District shall grant Employees three (3) days of personal leave with pay each year, as follows:

1. Unused Personal Leave may carry forward , in accumulation of no more than five (5) days. At the end of each school year unused Personal Leave may be cashed out at a rate equivalent to substitute pay. At the beginning of each school year, if the addition of new Personal Leave days results in a total accrual of more than five (5) days, the difference shall be automatically paid out in the September payroll at the rat equivalent to substitute pay.
2. Notice of intent to use personal leaves shall be provided to the Superintendent no fewer than three (3) days in advance of requested Personal Leave dates
3. Unless agreed to by the Superintendent/Principal, Personal Leave shall not be used for:
 - a. The day preceding a school holiday or vacation;
 - b. During parent-teacher conference week;
 - c. During the first ten (10(or last ten (10) student days of the school year; or
 - d. On teacher in-service days.

SECTION C: BEREAVEMENT LEAVE

The District shall grant employees up to five (5) days (up to ten (10) days for a spouse or child) with pay per occurrence for death in the immediate family of the employee. Additional bereavement shall be granted as emergency leave.

SECTION D: COURT APPEARANCE LEAVE

The District shall grant Count Appearance Leave, without loss of pay, as follows:

1. Jury Duty: Employees who are called to serve on a jury.
2. Subpoenas: Up to two (2) days for Employees who are subpoenaed to testify as a witness in a court proceeding, provided that the Employee does not have a direct interest in the proceeding (e.g., as a party suing the District).

SECTION E: LONG TERM LEAVE OF ABSENCE

The District may grant any Employee an unpaid long-term leave of absence for up to one year for study, childrearing, travel, medical, or other mutually agreed to reason(s). Employees granted such a leave will be permitted to stay in the District insurance programs at their own expense (carriers permitting), shall not gain or lose seniority or other benefits, but shall not be granted advancement

credit on the salary schedule for the period of the leave. Upon return from such leave, the Employee shall be entitled to the same position or a position substantially equivalent to the position held prior to the leave. Once granted, such leave may be renewed annually upon request of the Employee, with the agreement of the District.

SECTION G: ASSOCIATION LEAVE

The District shall grant up to ten (10) days' leave to the Association to be used to conduct Association business. The Association shall apply at least two (2) days in advance and shall reimburse the District the cost of a substitute.

SECTION H: MILITARY LEAVE

The District shall grant military leave, with pay, as provided by law to each Employee who is a member of a United State Military Reserve Unit or member of the Washington National Guard for a period not to exceed twenty-one (21) days during each year beginning October 1st and ending the following September 30th. Additional unpaid leave shall be provided as required by law.

SECTION I: LEAVE SHARING

1. An Employee is eligible to receive donated sick leave if the Employee suffers from or has an immediate family member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the member to go on leave-without-pay status.
2. An Employee may donate sick leave as follows;
 - a. An Employee may donate no more than six (6) days during any twelve (12) month period.
 - b. The donation shall not result in a sick leave balance of fewer than sixty (60) days.

SECTION J: FAMILY, MATERNITY, AND MILITARY CAREGIVER LEAVE

1. For full-time employees who have worked at least one year for the District, the District will provide Family, Maternity, and Military Caregiver Leave as follows:
 - a. Family Leave. Up to twelve (12) weeks of Family Leave for the Employee to care for the Employee's newborn or newly adopted child, or family member (as defined above in Section A.2.c) of the Employee, experiencing a serious health condition as defined under the Family and Medical Leave Act.
 - b. Maternity Leave. For any time period the Employee's physician certifies the Employee is temporarily unable to work due to pregnancy or childbirth.
 - c. Military Caregiver Leave. Up to twenty six (26) weeks of leave annually while caring for a family member (as defined above in Section A) who is injured on active duty.

2. Upon return from such Family, Maternity, and Military Caregiver Leave, the Employee shall be entitled to the same position or a position substantially equivalent to the position held prior to the leave.
3. As indicated above in Section A (Sick Leave), accrued sick leave may, at the Employee's option, be used during a period of Family, Maternity, and Military Caregiver Leave. If the Employee does not use or has exhausted paid Sick Leave, the balance of the Family, Maternity, and Military Caregiver Leave will be unpaid.

SECTION K: PROFESSIONAL DEVELOPMENT/CONFERENCE LEAVE

Meetings, conferences, symposiums, and seminars at which concerns vital to the profession are the subject of discussions are recognized by the District as an inherent part of the Employees' professional obligations.

1. Leaves for attendance at such events may be granted by request to the Superintendent.
2. Substitute and necessary expenses will be paid by the District, provided that the District is able to obtain a substitute for the Employee.

ARTICLE VIII: FISCAL MATTERS

SECTION A: PROFESSIONAL COMPENSATION

1. For the 2023-2024 school year, Employees shall receive any increases using the District's salary calculator tool in place when contracts were issued in May 2023, which included the salary increase funded by the legislature (IPD), over their 2022-2023 school year salary for 180 days.
2. Starting with the 2024-2025 school year, the negotiated Salary Schedule (Appendix C) will take effect. Employees will be placed on the Salary Schedule as described below. Employees whose salary would be less under the Salary Schedule than their preceding year's in-District salary (for 180 days) plus IPD, shall receive their preceding year's in-District salary (for 180 days) plus IPD, instead.
3. Salary Schedule Credits. Employees will be placed on the negotiated Salary Schedule (Appendix C) according to their years of experience and academic credits/credentials earned.
 - a. An annual increment (i.e., step) in accordance with the Salary schedule shall be allowed for each full year of satisfactory, full-time K-12 public school teaching experience in the State of Washington. Teaching experience in public schools in other states, international schools, private schools, and post-secondary schools/colleges shall be recognized in the same manner as experience in Washington State K-12 public schools.

Part time teaching work experience shall be calculated on a *pro rata* basis. Credit will also be given for long-term (i.e., at least one semester) substitute teaching work on a *pro rata* basis. It is the Employee's responsibility to provide written verification of long-term substitute teaching experience. All documentation must be turned in by October 1 for placement on the Salary Schedule for that school year.

- b. Additionally, for placement of teachers in STEM fields, each year of relevant industry experience equals 0.7 years of teaching experience, up to a maximum of seven (7) steps on the Salary Schedule.
- c. One additional year of credit (i.e., one step) on the salary schedule will be provided for Employees who teach at least one College in the High School Course.
- d. Two additional years of credit (i.e., two steps) on the salary schedule will be provided for PCIA Employees who teach at least one STEM class.
- e. Employees who have earned additional college credits, whatever the date, and whether or not they would affect salary, are urged to submit these credits as early as possible so their records are up to date.
- f. Degrees must be documented by an official diploma or transcript issued by the awarding institution. In the case of a foreign institution, a statement of degree equivalency must be provided from an approved foreign credential evaluation agency. Transcripts must be official, contain the college registrar's stamp, and may be sent directly to Human Resources. If sent or brought in by the employee, they must be enclosed in envelopes sealed by the college. Unsealed transcripts will not be accepted for salary purposes at any time. It is the employee's responsibility to order these; they are never requested from a college by the District. Official transcripts for the District are required in addition to transcripts sent to the Superintendent of Public Instruction in Olympia by the educator or the college. It is the Employee's responsibility to provide transcripts to the Superintendent of Public Instruction in Olympia for certification purposes.
- g. Vocational academic credits must be listed on either an official, sealed transcript or listed on an official certificate from a vocational institution accredited by the Superintendent of Public Instruction and/or the Northwest Association of Schools and Colleges. The official certificate must recognize successful completion of the course(s) and must list the number of clock hours completed. This official certificate must be enclosed in an envelope sealed by the vocational institution.
- h. When a faculty member has earned the right to a higher salary bracket by reason of increased professional training or education since the issuance of the annual contract, the change shall be made on or before the following October 1. Certification of earned

credits for this purpose shall be by transcript or certificate of completion and filed in the Superintendent's office by September 1.

- i. If, for some circumstance beyond the control of the Employee, the college transcripts or grade reports are not available, and the District has been notified by the college of the credit, the Employee shall be granted the allowance for credit. Under all circumstances, an Employee is required to certify by official transcript any credit hours that qualify for salary advancement.
 - j. Freedom to Select Courses. Employees shall have the freedom of choice in taking classes that lead towards:
 - i. An advanced degree related to teaching or relevant to a subject matter taught in the District;
 - ii. A teaching credential; or
 - iii. Enrichment relevant to a subject matter taught in the District.
 - k. The District shall accept all clock hours and in-service credits that are approved through OSPI for clock hour and in-service credit. The credit shall count for advancement on the salary schedule. Ten (10) clock hours shall be equal to one (1) quarter university credit and shall be recognized as equivalent on the salary schedule. Employees must provide documentation of all clock hours to the District. When an Employee moves from another Washington State school district, all clock hours/credits accepted by the prior district shall be accepted by the Mill A School District. Eligibility of credit/clock hours shall follow the rules of the Professional Educator Standards Board (PESB).
 - l. Out-of-State Credit: Employees hired out-of-state shall be given the same credit consideration, rights, and benefits as those hired within the State of Washington or those presently working for the District.
4. In the event of a mistake in payment resulting in under or overpayment, corrections shall be made on the paycheck for the first pay period after the mistake is reported to or discovered by the District.
 5. Extra duty pay for curriculum review or development and/or work on the Instructional Materials Committee (IMC) shall be at a per diem rate, when such work occurs outside of the contracted work day/work year; provided the Superintendent grants approval in advance. No employee shall be required to serve on the IMC.
 6. Employees will have access to all payroll information available via Employee Access on Skyward, or any other similar system used by the District. The District will provide training

for employees on the use of the system and any updates or changes to the system, as applicable.

7. Whatever salary increase is funded by the legislature (IPD) will be passed on to the Employees each year as a percentage increase over the base salary for 180 days.
8. Extracurricular assignments. Employees who are offered and agree to perform extracurricular employment (for example, club or Yearbook advisor; does not include ASB advisor) shall be issued a supplemental contract with no right of renewal and paid a stipend per the Extra Curricular Assignment Addendum.
 - a. For District-approved, out-of-District activities, events, visitations, or competitions, the Employee shall be reimbursed for those expenses incurred (e.g., travel, meals, and lodging) per District policy. The cost of substitutes that are needed or required shall be paid by the District. Employees must submit a request to the Superintendent for approval of any extracurricular activity that requires scheduling a substitute and/or expense reimbursements at least a month in advance.
 - b. If no certificated Employee is available to fill an extracurricular assignment (exclusive of ASB Advisor), then the District is free to hire someone not represented by the Association for the assignment, for up to one contract year.

SECTION B: INSURANCE

School Employees Benefits Board (SEBB) Program The Mill A School District will comply with Washington State criteria regarding eligibility for SEBB. The language in this Section B. is for employee information only and, if different from current or future SEBB rules, SEBB rules will be the controlling authority.

1. Employees will receive health and other insurance benefits through the School Employees Benefit Board (SEBB) Program administered by the Washington State Health Care Authority. The District contribution will be equal to the state funded allocation rate and will be paid throughout the school year for all eligible employees who meet the eligibility requirements defined below. For purposes of benefits provided under the SEBB, “school year” shall mean September 1st through August 31st.
2. Benefits provided by the SEBB will include but not be limited to:
 - a. Basic Life and accidental death and dismemberment insurance (AD&D)
 - b. Basic Long-term Disability
 - c. Vision
 - d. Dental including orthodontia

e. Medical Plan

3. Employees will also have the option to:
 - a. Enroll in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected.
 - b. Utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased AD&D, Long-term disability, etc.).
 - c. Voluntarily participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).
4. Employee Eligibility: All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year.
5. Dependent Eligibility: Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.
6. Calculation of Hours: All hours worked during the school year as a school district employee, regardless of bargaining unit, shall count for purposes of establishing eligibility. Employees who are hired later in the school year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires.
7. Paid Leave: Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) program shall continue to receive the employer contribution toward SEBB insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.
8. Unpaid Leave: Employees on unpaid leave will be considered in an employment status for the provisions of this section and benefits will continue if they met or will meet the 630-hour requirement during the school year. An employee on unpaid leave who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year will have the option of self-paying the employer and employee portions of the premium and continue their benefits for a maximum of 29 months.
9. Benefit Enrollment/Start: Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage

will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September. Should an employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630-hour eligibility mid-year for two consecutive year, the employee will be anticipated to work 630 hours going forward and therefore be eligible for benefits under SEBB.

10. Plan Year/Benefit Coverage Period: The SEBB insurance plan year will run January 1 to December 31 as specified by SEBB. Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31st. The District shall pay their portion of the employee premium as established by SEBB. Employees will be responsible for their portion of the premium. Any additional premium surcharges will be paid by the employee.

SECTION C: WORK YEAR

1. The total employee contracted workdays for the school year shall be 180 school days ("Contract Year"). The number of contracted workdays is prorated for part-time Employees. Each Employee will be issued a contract reflecting their annual salary and number of contracted workdays for the Contract Year.
2. Four (4) additional non-student days will be mandatory for all Employees regardless of FTE, except for part-time Employees, when those days fall outside of their regular weekly schedule. These non-student days shall be used for classroom set-up, curriculum organization, and/or grading. The non-student days will be compensated through an extended supplemental contract at the rate of \$370.00 per day. Two (2) non-student days shall be scheduled during the week immediately before each school year; one (1) non-student day shall be scheduled between semesters; and one (1) non-student day shall be scheduled after each school year at the mutual agreement of the District and the Association; except that the two (2) non-student days occurring prior to the start of the 2023-2024 school year will be paid at a full-day *per diem* rate.
3. District Directed State Funded Professional Learning Days: Beginning in the 2023-2024 school year, there shall be three (3) Professional Learning Days in addition to the days in B) above. These are mandatory days. In compliance with RCW 28A.415.445, one of these days will include Social Emotional Learning (SEL) or Cultural Competency, Diversity, Equity, and Inclusion (CCDEI), in the manner proscribed by OSPI and PESB. These non-student days will be compensated through an extended supplemental contract at the rate of \$370.00 per day or the teacher's daily rate (hourly rate times 7.5), whichever is less, and shall occur the week immediately before each school year; except that for the 2023-2024 school year, these non-student days will be paid at a full-day *per diem* rate

4. Any change in the number of workdays shall be by mutual agreement, except in case of emergency. Any extension of contracted days as described in this section will be paid at true per diem basis.

SECTION D: WORK DAY

1. The employee work day shall be seven and one-half (7½) hours on-site. Unless otherwise agreed by the Employee and their supervisor, the work day shall start at least 10 minutes before the student class day and end not earlier than 15 minutes after the student class day. The Employee work day shall include a thirty minute duty-free lunch period. The Employee work day will encompass the student class day, with the remainder occurring outside of the student class day. Lunchtime and time before evening special events are excluded from the on-site requirement.
2. If the Districts schedules more than three (3) Parent Engagement events per year, after regular work hours, staff will be paid at their per diem rate of pay starting with the fourth such event. Employees are free to leave school between the end of the work day and any evening Parent Engagement Event, and that time will be duty free.

SECTION E: CALENDAR

Calendar Negotiations: The Parties agree to negotiate the District's calendar once per year. The Parties agree that on or about October 1 but before December 1 of each year of this Agreement, they will commence negotiations regarding the District calendar for the subsequent school year. The Parties also agree that the tentatively agreed upon calendars resulting from these negotiations are to be ready for presentation and recommended adoption to the MAEA membership no later than January 31, so that the calendar can be recommended to and adopted by the School Board at their February, regular meeting. The calendar shall conform to the following principles:

1. The Employee Work Year shall begin no earlier than five school business days before the start of the School Year, except for new Employees, who may start up to two school business days before returning Employees.
2. Winter break shall include as a minimum, December 23 through January 1 and include no less than 14 contiguous calendar days.
3. The first day of school shall be a two hour early release for students.

SECTION F. TRAVEL REIMBURSEMENT

An employee who is required to use his/her own vehicle as a part of his/her employee responsibilities shall receive travel reimbursement equal to that amount paid by the State to State employees.

SECTION G: SCHEDULING

1. When creating school schedules, schools must consider the daily schedule of specialists, including Preparation and Planning (P & P) time and recess. Administrators will consult with specialists and teachers and provide the opportunity to be involved in the scheduling of classes and their P&P time. The Specialists, teachers and administrator will strive to achieve consensus.
2. Principal/Superintendent will make reasonable accommodations in order for an employee to attend or participate in religious or cultural observances required by faith or conscience. Employees may use accrued personal leave for such observances. In addition, Employees may request up to two (2) unpaid days for such observances, if/when accrued leave is not available. Requests for time off for such observances must be submitted to the Superintendent at least two (2) weeks in advance of the need for leave.
3. All K-5 students will have at least two (2) 20 minutes of recess per day, for a total of 40 minutes a day. Recess time must occur within the student instructional day.

SECTION H. PAYMENT REGULATIONS

1. Salary payments will be issued on the twenty-fifth (25th) day of each month or if the 25th is non-business day, the business day before the 25th. One-twelfth (1/12) of an employee's annual salary will be paid on the 25th day of September and each of the following eleven months, through August of the next year.
2. Supplemental contracts for additional time/non-student days shall be paid in 12, equal installments starting with the September 25th paycheck. Supplemental contracts for extracurricular assignments will be paid in equal monthly installments for the duration of the supplemental contract.
3. For individuals hired after the beginning of the work year, the salary payments will be paid pro rata for the remaining payments for that work year.
4. Salary overpayments due to error will be repaid according to a monthly installment schedule mutually agreed upon by the employee and the MAS, but shall not exceed 12 months. The employee will be notified by MASD of their right to MAEA representation at all meetings relating to overpayments of salary.

ARTICLE IX. GRIEVANCE PROCEDURES

SECTION A: DEFINITIONS

A grievance is an alleged misinterpretation of, misapplication of, or violation of terms and/or provisions of this Agreement. A grievant shall mean an individual, a group of individuals and/or the Association.

Nothing contained herein shall be construed as limiting the right of any Employee having a complaint to discuss the matter informally with any appropriate member of the administration.

Any adverse effect in contract status of an Employee that is subject to review pursuant to RCW 28A.405.300 *et. seq.*, shall not be subject to the provisions of this Article IX.

SECTION B: PROCEDURE FOR PROCESSING GRIEVANCES

The Association acknowledges that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications at the lowest level of the grievance process.

Step 1. Informal: The grievant and/or the Association representative may orally present a complaint to the immediate supervisor and their parties shall attempt to resolve the matter.

Step 2. Written Grievance: If the complaint is not settled orally, a written statement of grievance may be presented to the immediate supervisor. Such written grievance must be filed within thirty (30) working days after the occurrence of the grievance. The written grievance shall name the grievant(s) involved, state the facts giving rise to the grievance, state the specific provision(s) of the Agreement alleged to be violated, and the remedy (specified relief) requested. The grievance shall be signed and dated by the grievant. The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s) and the Association. The immediate supervisor shall provide a written decision within five working days of receiving the grievance. Then he/she shall send a copy of the grievance and his/her decision including the reasons upon which the decision was based to the grievant and to the Association. Grievances presented during non-school time will be responded to within five (5) district working days, if both parties are available, but not later than five (5) working days after school has resumed.

Optional Grievance Mediation: If no satisfactory settlement is reached at Step 2, the grievance may be sent by mutual agreement to grievance mediation within seven (7) school days after receiving the disposition of the Superintendent.

Step 3 School Board: If the grievance is not resolved at Step 2 (or mediation if attempted) it may be appealed to the Board. This appeal must be filed within seven (7) days of the Step 2 decision or within seven (7) days of completion of the mediation attempt.

If the grievance is appealed to the Board, the Board at their next regular meeting shall meet with the parties involved in executive session or give it such consideration as it shall deem appropriate. The Board decision shall be given in writing to the parties within seven (7) days of their meeting.

SECTION C: ARBITRATION

If no satisfactory settlement is reached at Step 3, the Association, within fifteen (15) working days of the receipt of the Step 3 decision, may appeal the final decision of the District to an arbitrator agreed upon by the parties (using a strike system), or absent agreement, to the American Arbitration Association for arbitration under the voluntary rules.

The Arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted to him. The decision of the Arbitrator shall be final and binding upon the Employer, the Association and the grievant(s).

SECTION D: JURISDICTION OF ARBITRATOR

The Arbitrator shall be without power of authority to add to, subtract from or alter any of the terms of this Agreement, or award damages. (Make whole remedies including interest shall not be considered damages.)

The Arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law.

The Arbitrator shall have no power or authority to rule on any of the following:

1. The termination of services of or failure to re-employ any provisional Employee.
2. The termination of services or failure to re-employ any Employee to a position on the supplemental salary schedule.
3. Any matter involving Employee evaluation, provided that Evaluation Procedure shall be subject to the Arbitrator's review.
4. Any matter involving Employee probation procedures, discharge, non-renewal, adverse effect or reduction in force.
5. Any matter excluded elsewhere in this Agreement.

SECTION E: TIME LIMITS

Time limits provided in this procedure may be extended by mutual agreement where signed by the parties.

Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within the specific time limit, shall permit the Association to lodge an appeal at the next step of the procedure.

Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be considered withdrawn and subject to no further processing.

SECTION F: COSTS

The fees and expenses of the Arbitrator shall be shared equally by the Parties. All other expenses shall be borne by the Party incurring them.

ARTICLE X. DURATION

SECTION A: EFFECTIVE DATES

This Agreement shall be in effect September 1, 2023, through August 31, 2026.

SECTION B: OPENERS

This agreement will be in effect with the remaining unchanged portions of the master contract until August 31, 2026. There will be no changes or openers in this contract, except as set forth in Article I, Section D, enhancements through State Legislative Action, or unless the Board and the Association mutually agree upon an area to open for discussion during this time.

EXECUTED THIS 24th of April, 2024, at Cook, Skamania County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

FOR THE DISTRICT:



Superintendent

FOR THE ASSOCIATION:



MAEA President

APPROVED BY BOARD BY RESOLUTION 15th of April, 2024

Extracurricular Assignment Addendum

Stipends listed below are to be paid to each Employee on a stipend (percentage of base, BA/0, on the Salary Schedule, starting with the 2024-2025 school year) who is issued a supplemental contract for the listed activity. Any new extracurricular activity adoption by the District will require a meeting of the District and Association to assess the duties and time associated with that position and determine an applicable stipend. Failing agreement, the District shall set the stipend for the duration of the Agreement.

Position	2023-2024 (amount)	Starting 2024-2025 Percentage of Base
Knowledge Bowl Coach	\$1982	4% (\$2128 for 2024-2025)
Science Club Advisor	\$2973	6% (\$3192 for 2024-2025)
Chess Club Advisor	\$1239	3% (\$1596 for 2024-2025)
Yearbook Advisor	\$2478	5% (\$2660 for 2024-2025)
Robotics Club Advisor	\$4956	10% (\$5320 for 2024-2025)
Highly Capable Program Advisor	\$1239	3% (\$1596 for 2024-2025)

APPENDIX A

**Mill A School District
Decision Making Matrix**

Decision Category	Board	Superintendent/ Principal	MAEA- Represented Staff	BLT	Community/ASB/Family Engagement
School Improvement Plan (SIP)	FA	<u>DD</u> ¹	S	DD	<u>C</u>
Budget	FA	DD	S	S	C
<u>Non-mandatory Professional Development, where supported by established budget.</u>	N/A	<u>FA</u> ²	<u>S</u> ³	<u>FA/DD</u>	N/A
Policies	FA	DD	S	S	C
Procedures	N/A ⁴	FA	S	DD	C
Hiring	FA	DD	S	S	N/A
Scheduling & Assignment of Staff	N/A	<u>DD/FA</u>	S	<u>S</u>	N/A
Daily Schedule of Classes/Activities	N/A	<u>DD/FA</u>	S	<u>S</u>	C
Acceptance/Assignment of Students	N/A	<u>DD/FA</u>	S	N/A	C
<u>School-Wide, Student-Culture / Community-Building Activities</u>	<u>N/A</u>	<u>FA</u>	<u>DD</u> ⁵	<u>N/A</u>	<u>S (ASB) / C (Others)</u>
Levy/Grant (District Level)	<u>DD/FA</u>	S	C	N/A	S

¹ Superintendent acts as Decision Driver primarily through collaboration via their role on the BLT, but also retains all Superintendent authority to ensure that the SIP meets all State and Federal legal requirements as well as all requirements of Board Policy.

² Superintendent acts as Final Authority primarily through collaboration via their role on the BLT, but also signs and manages contracts for the provision of Professional Development decided on by the staff and BLT, and arranges substitutes when PD occurs during the student day.

³ See "Staff Voting Agreement" below.

⁴ Board reviews and acknowledges receipt of Superintendent procedures that are related to Board policies.

⁵ PCIA or MAS faculty as appropriate.

FA - Final Authority: The role with final authority over the decision, which may track progress, require updates and information, or may intervene to guide or change the decision if they deem such action warranted. However, except in cases where there is no separate Decision (DD) role, day-to-day interaction with the decision category is uncommon and not expected.

DD - Decision Driver: The Decision Driver makes decisions and breaks deadlocks in case of disagreement among stakeholders. A Decision Driver has a duty to consult meaningfully with Stakeholders, and work to include their input and requests into plans and policy recommendations where applicable. The Decision Driver, creates a final draft of recommendations that need to be sent to FA for approval.

S – Stakeholder: The role for persons and groups strongly impacted by the outcome of the decision. Stakeholders develop recommendations to the Decision Driver, and communicate and advocate for the policies and considerations they feel are most important to students, staff and district needs.

C - Constituents: Constituents are classified employees and members of the public who may have an interest in the decision. This may include community members, parents (Mill A PTO), students, or for example, classified staff as relates to a classroom policy. Constituents may request action by decision makers or provide input, research, or background information needed to make decisions.

N/A – Not Applicable: This decision category is not handled at this level.

Staff Voting Agreement:

- Decisions that require a staff vote will be voted on by staff members represented by the MAEA.
- At least two-thirds of MAEA-represented staff (at least 0.4 FTE in building) must participate in the vote for the vote to be valid. Additionally, at least two-thirds of MAEA-represented staff (at least 0.4 FTE in building) must vote yes for a decision to be approved.
- Abstaining votes are not counted in total votes, but do count as participating.

BLT and other Committee Decision Making Process:

- Committee dialogue regarding issue
- Committee voting members bring issue/proposal to stakeholders they represent for discussion/input or vote, as applicable
- Other committee voting members will bring back input to BLT meeting
- BLT voting members will make decision/recommendation according to decision making matrix
- Recommendation will be communicated with stakeholders and final decision will be made according to the matrix above

APPENDIX B

JUST CAUSE/SEVEN KEYS TESTS

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carroll R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A "no" answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. **NOTICE:** "Did the District give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"
 2. **REASONABLE RULE OR ORDER:** "Was the District's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the District's business, and (b) the performance that the employee might properly expect of the employee?"
 3. **INVESTIGATION:** "Did the District, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"
 4. **FAIR INVESTIGATION:** "Was the District's investigation conducted fairly and objectively?"
 5. **PROOF:** "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"
 6. **EQUAL TREATMENT:** "Has the District applied its rules, orders and penalties even-handedly and without discrimination to all employees?"
 7. **PENALTY:** "Was the degree of discipline administered by the District in a particular case reasonably related to
 - a) the seriousness of the employee's proven offense, and
 - b) the record of the employee in his service with the District?"
- * The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action.

APPENDIX C

2024-2025 CERTIFICATED SALARY SCHEDULE

Base: 53200

Years of Experience (STEP)	BA	BA+15	BA+30	BA+45	BA+90	MA	MA + 30	MA+45	Ph.D.
0	53200	54637	56242	57618	62405	63782	65489	68570	71657
1	54201	55583	57012	58374	63276	64491	66343	69329	72394
2	54904	56300	57745	59197	64094	65205	67193	70028	73128
3	55627	57038	58499	60012	64872	65925	68045	70693	73868
4	56341	57811	59282	60857	65724	66716	68921	71434	74632
5	58520	59173	60040	61716	66541	67514	69802	72139	75399
6	59255	59916	60816	62562	67363	68332	70642	72853	76129
7	60556	61232	62101	64000	68873	69724	72242	74306	77676
8	62519	63216	63981	66180	71118	71810	74611	76553	80044
9	62519	65314	66035	68382	73436	73925	77047	78871	82482
10	62519	65314	68180	70698	75819	76141	79551	81254	84984
11	62519	65314	68180	73081	78314	78515	82121	83749	87553
12	62519	65314	68180	75389	80876	80992	84796	86310	90231
13	62519	65314	68180	75389	83501	83556	87537	88934	92970
14	62519	65314	68180	75389	83501	86196	90381	91744	95816
15	62519	65314	68180	75389	83501	86196	92733	94129	98307
16	62519	65314	68180	75389	83501	86196	94586	96011	100272

SCHEDULE SALARY FACTORS

STEP	BA + 0	BA + 15	BA + 30	BA + 45	BA + 90	MA + 0	MA + 30	MA + 45	Ph.D.
0	1.00000	1.02701	1.05719	1.08304	1.17303	1.19891	1.23099	1.28891	1.34693
1	1.01882	1.04480	1.07165	1.09725	1.18939	1.21224	1.24704	1.30317	1.36079
2	1.03203	1.05828	1.08543	1.11273	1.20478	1.22566	1.26303	1.31632	1.37458
3	1.04563	1.07215	1.09960	1.12804	1.21940	1.23920	1.27905	1.32881	1.38850
4	1.05904	1.08667	1.11431	1.14393	1.23542	1.25405	1.29551	1.34274	1.40286
5	1.10000	1.11227	1.12858	1.16008	1.25077	1.26906	1.31206	1.35599	1.41728
6	1.11381	1.12624	1.14315	1.17597	1.26623	1.28444	1.32785	1.36942	1.43100
7	1.13828	1.15097	1.16731	1.20301	1.29461	1.31061	1.35793	1.39673	1.46008
8	1.17516	1.18827	1.20264	1.24398	1.33681	1.34981	1.40246	1.43896	1.50458
9	1.17516	1.22771	1.24125	1.28538	1.38038	1.38957	1.44826	1.48253	1.55041
10	1.17516	1.22771	1.28158	1.32891	1.42517	1.43122	1.49532	1.52733	1.59744
11	1.17516	1.22771	1.28158	1.37371	1.47207	1.47584	1.54362	1.57423	1.64574
12	1.17516	1.22771	1.28158	1.41708	1.52023	1.52240	1.59391	1.62236	1.69607
13	1.17516	1.22771	1.28158	1.41708	1.56956	1.57060	1.64544	1.67169	1.74756
14	1.17516	1.22771	1.28158	1.41708	1.56957	1.62022	1.69890	1.72451	1.80105
15	1.17516	1.22771	1.28158	1.41708	1.56957	1.62023	1.74310	1.76934	1.84788
16	1.17516	1.22771	1.28158	1.41708	1.56957	1.62023	1.77794	1.80472	1.88482

