

**COLLECTIVE BARGAINING  
AGREEMENT  
Mossyrock Education Association  
and  
Mossyrock School District No. 206**

**2019-2021**

**RECOGNITION**

The Mossyrock School District recognizes the Mossyrock Education Association, an affiliate of the Washington Education Association and the National Education Association, pursuant to Chapter 41.59 RCW, as the exclusive bargaining representative for all nonsupervisory certificated employees employed by the District who are under contract, on District approved leave, or who are leave replacement employees or longterm substitutes.

LongTerm 20Day Substitutes. Longterm substitute employees are defined as employees employed in a substitute position within the Association bargaining unit for twenty (20) or more consecutive days employment in the same assignment in a twelve month period ending in the current or immediately preceding work year, or as otherwise directed by PERC. Such employees shall be paid 1 1/2 times the casual substitute rate after 20 consecutive days, or sooner if determined appropriate by the District, and shall continue to be paid 1 1/2 times the casual substitute rate as long as they remain in this continuous assignment.

LongTerm 30Day Substitutes. Longterm substitute employees are defined as employees employed in a substitute position within the Association bargaining unit for thirty (30) or more nonconsecutive days in a twelvemonth period ending in the current or immediately preceding work year, or as otherwise directed by PERC.

Excluded from the bargaining unit shall be all supervisory employees including without limitation administrators, building principals and assistant building principals.

**1. WRITTEN NEGOTIATED AGREEMENT**

**1.1. Distribution of Negotiated Agreement**

The negotiated agreement shall be compiled in written format with a copy given to each certificated employee.

At the conclusion of each series or round of contract negotiations, the written negotiated agreement shall be revised and updated to include changes and additions. A copy of the revised version will be given to each certificated employee.

1.2. Maintenance of Standards

This agreement shall become effective when ratified by the Board and the Association and executed by authorized representatives thereof and may be amended or modified during its term only with the mutual consent of the parties.

This agreement shall supersede any rules, regulations, policies, resolutions or practices which shall violate its terms.

2. **MANAGEMENT RIGHTS**

2.1. Management

The management and operation of the District and the direction of employees are vested exclusively in the District subject to the terms of this Agreement. All matters not specifically and expressly controlled by the language of the Agreement may be administered for its duration by the District in accordance with such policy and procedure as the District, from time to time, may determine. Nothing in this agreement shall be construed to be a delegation to others of the policymaking authority that is specifically reserved by the Board.

3. **ASSOCIATION RIGHTS**

3.1. Exclusivity

Pursuant to this agreement certain rights and functions are accorded and ascribed to the Association. These rights and functions are afforded solely to the Association as the exclusive representative for all bargaining unit members covered by this Agreement.

3.2. Access

Employees of the District who are duly authorized representatives of the Association shall be permitted to transact Association business on school property. Such business shall preferably be conducted outside employees' duty hours, but under no condition shall be conducted at times that interfere with normal school operation or interrupt employees during the performance of their assigned duties.

Representatives of the Association or its affiliates who are not District employees may conduct Association business on school property under similar conditions, provided that they first report to the school office.

3.3. Payroll Deduction

The Association, which is the legally recognized exclusive bargaining representative of the employees as described in the “Recognition” clause of this Collective Bargaining Agreement, shall have the right to have deducted from the salaries of its members an amount equal to the fees and dues required for membership in the MEA, WEA, and the NEA.

Payroll deduction shall also be available to those employees belonging to WEAPAC, WEA Retired, and the NEAFund for Children and Public Education.

The dues deductions forms and authorizations shall remain in effect from year to year unless withdrawn in writing by the employee.

#### 3.4. Representation Fees

All employees shall be provided the opportunity to join the Association. No fees will be withheld until the membership form has been submitted to the District, by the Association. No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative. The Association shall be notified about the hiring of new employees by the District within (15) days of the employee’s start date within the bargaining unit. The District must provide reasonable access (within 90 days) to the employees of the bargaining unit either during the new employee orientation or another time mutually agreed to by the District and the Association. The access must occur during the employee’s regular work hours of at least 30 minutes at the employee’s regular worksite, unless another time and place is mutually agreed to by the District and the Association.

#### 3.5. Email

The Association is granted use of the District email system within the following parameters:

- A. The Association may use the system to conduct business related to its responsibilities as the elected bargaining unit representative.
- B. Reasonable care will be taken by the Association and its members to use the system in a manner that reflects the fact that it is a public entity.
- C. Updated email lists shall be provided to the Association quarterly throughout the school year on request.

#### 3.6. Bulletin Boards

The Association shall have the exclusive right to install a bulletin board in each faculty lounge or in a place of reasonable access to its members to be used for Association communication. Where such bulletin boards presently exist and have traditionally been used for such purposes, they may continue to be used. Other

District bulletin boards may be used for Association notices if permission has been obtained from the building administrator.

3.7. School Bulletins

The Association shall have access to regular building level staff bulletins in order to communicate with its members on Association issues.

3.8. Mail Boxes

The Association shall have the right to use the staff mailboxes for communication with its members.

3.9. Association Release Time

- A. Staff Meetings: The Association shall be afforded the opportunity to meet with its members prior to the end of regular faculty meetings if time permits.
- B. General Association Leave: The District will grant up to eighteen (18) days per year to employees for the purpose of conducting Association business. Requests shall be made by the MEA President to the Superintendent or designee, and the leave shall be granted in cases where no more than five employees are to be absent for this leave on a given day. Three days notice shall be given by the Association when more than one employee will be absent for Association leave on a given day. This leave may be granted in one hour increments. The Association shall reimburse the District for the full cost of needed substitutes.

4. **EMPLOYEE RIGHTS**

4.1. Legal Rights: Pursuant to RCW 41.59 the District hereby agrees that employees shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining, negotiations, and other concerted activities for mutual aid and protection.

Employees will be entitled to full rights of citizenship. Religious or political activities of the employee and the private and personal life of the employee will not be grounds for disciplinary action unless the District shows just and sufficient cause that such activities or private and personal life are harmful to the education program or adversely impact the performance of assigned duties.

4.2. Academic Freedom: Neither the District nor its agents will install any mechanical or electronic monitoring device that would allow a person to listen or record the procedures in any class without the teacher's knowledge and permission.

4.3. Administrative Classroom Drop-In: Administrative walkthrough schedules will be sensitive to the school schedule and special events.

## 5. LEAVES

5.1. Personal Leave: Employees shall be credited with two (2) days of personal leave per year. Requests shall be subject to the approval of the building principal. A request for personal leave must be submitted at least two (2) workdays prior to the need for the leave. No more than two employees per elementary, K6, and per secondary, 712, may be granted personal leave on the same day. The building principal may grant or deny personal leave during the first or last two weeks of the employee's work year or on the days immediately following or preceding a school holiday or vacation period at his/her option based on building needs. Sick, bereavement, family illness, and emergency leaves must be identified as such when taken and cannot be changed to personal leave at a later date. Three (3) days of unused personal leave may be carried forward to the next school year; the balance of the leave will be cashed out in July at the current sub rate. Teachers may accumulate up to five (5) days of personal leave. In no instance may an employee cash out more than three (3) days of personal leave in any one school year.

### 5.2. Sick Leave

5.2.1. *Sick Leave Credit*: At the beginning of each work year, each employee shall be credited with an advanced sick leave allowance of twelve (12) days for employees with full pay. Such leave shall be used for absence caused by illness, injury, poor health, maternity, quarantine or other disability or for an emergency. Sick leave will be awarded at 7.0 hours per day and deducted at the same rate for a full day's absence. In awarding and deducting sick leave, the 30minute dutyfree lunch period will not be considered. Sick leave deductions will be rounded up to hour intervals.

Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days; provided, however, employees who work beyond 180 days are allowed to accumulate sick days based on the length of their work (i.e., 230 days worked enables an employee to accumulate 230 sick days). Maximum sick leave buyout or VEBA conversion will be calculated on 180 accumulated days.

Sick leave earned and unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment as stated in the RCW.

5.2.2. *Annual Sick Leave CashOut Program*: Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of

one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, he/she can cashout unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced by four (4) days for each day compensated.

- 5.2.3. *VEBA III Sick Leave Conversion:* The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the group who are eligible to participate in the Plan by reason of having excess sick leave conversion rights.

Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave credits to the account of such employee available for contribution at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement (see Appendix F) complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave, which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cashconversion rights that pertain to such excess sick leave.

*Retirement Sick Leave Conversion:* For purpose of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.

- 5.2.4. *Sick Leave Donations:* Employees are granted the right to donate sick leave to come to the aid of another district employee who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition that has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. An employee who has an accrued sick leave balance of more than sixty (60) days (based on a 7.0 hour day) is allowed to transfer sick leave to another employee as specified.

Employees cannot donate sick leave days that would result in his/her sick leave account going below sixty (60) days.

Sick leave includes leave accrued pursuant to the RCW's with compensation for illness, injury and emergencies.

While an employee is on leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

Sick leave donations will be made according to the following process:

- a) A committee will be formed to review requests to donate sick leave. This committee will consist of two District representatives and two Association representatives and must have a majority vote to approve the request.
- b) Employees who wish to donate days will submit the transfer form (Appendix D) to the committee. The committee will determine the need to transfer sick leave and will transfer sick leave donations fairly so that all donors contribute days as equally as possible. Any days not transferred by the committee will remain with the donor.

### 5.3. Leave of Absence

The District may grant leave of absence for specific periods of time for up to one school year upon application by a staff member, the recommendation of the Superintendent, and the approval of the Board. Such leaves shall be without pay or fringe benefits and, with the approval of the Board, may be extended for one additional school year. During the leave the staff member may pay the District's share of any insurance benefits program in order to maintain those benefits.

When based upon reason of health, family need, or professional development, such applications warrant special consideration. The needs of students and the District program warrant primary consideration. Leaves of absence shall be granted only when they shall not have an undesirable impact upon the educational program or business operations.

A staff member shall be entitled to return to a position in the District at the end of the leave of absence unless reduction in force has occurred. If a reduction in force has occurred, then the person on leave will be placed in the same pool as all District employees. The District shall make every good faith effort to assign the returning staff member to the same position or one similar to the position previously held. The staff member granted a leave of absence shall inform the Board by April 1 as to his/her intentions to assume a position in the District for the ensuing school year. If said notification is not received, the individual's employment rights with the District shall be terminated.

Staff on leave of absence shall not earn any salary schedule experience credit or

any sick leave credit or benefits during the leave of absence.

5.4. Bereavement Leave

Employees shall be granted bereavement leave for bereavement of a relative, subject to the following provisions:

5.4.1. Five (5) days will be granted for an absence due to the death of a spouse, child, stepchild, parent, stepparent, grandparent, sibling, stepsibling, aunt, uncle, niece, nephew, or inlaws of the same.

5.4.2. In cases where extensive travel is necessary, the Superintendent shall grant two additional days of bereavement leave.

5.4.3. Leave needed to attend the funeral of any other person with close personal ties will be considered under emergency leave.

5.5. Family Illness Leave

The District shall allow each staff member compensated leave in the event of serious illness within the immediate family, which shall include parents, spouse, and children.

Any leave used under terms of this section shall be deducted from the staff member's accumulated sick leave. In the event the staff member's sick leave has been exhausted, the leave shall be granted without pay.

5.6. Emergency Leave

Emergency leave may be granted for no more than two days per year and may be taken in the case of emergencies as defined in the following:

An emergency shall be defined as an emergent event or unforeseen combination of circumstances that necessitates immediate action on the part of the employee. Any leave used under terms of this policy shall be deducted from the staff member's accumulated sick leave. In the event the staff member's sick leave has been exhausted, the leave shall be granted without pay.

A written application for emergency leave must be returned to the District office within five (5) days of return to school.

5.7. Paid Family Medical Leave

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and



Medical Leave and Insurance Act. Eligibility criteria for this program are established by the State. Information on this program will be provided to staff by the District.

Commencing September 1, 2019, the District shall pay the full amount of the payroll premium as required by the PFML.

Per RCW 50A.04.045 PFML includes:

The twelve-week benefit period shall be defined as sixty (60) workdays. (note-exclusive of weekends, holidays and school breaks)

The District will also notify employees who have a qualifying event and facilitate their claim to Employment Security Department (ESD), upon request.

When accessing PFML insurance, an employee may supplement from accumulated illness, injury and emergency leave an allowance up to the difference between the PFML benefit and the employee's regular compensation.

When an employee anticipates needing to utilize both PFML and sick leave, they shall have the option of using PFML prior to utilizing sick leave. An employee cannot be compelled to exhaust or use sick leave prior to accessing PFML.

#### 5.8. Maternity Leave

Employees seeking maternity leave may receive Paid Family and Medical Leave Program (PFML) benefits per the Employment Security Department (ESD) guidelines at no less than twelve (12) weeks and as much as sixteen (16) weeks. While there is no time limit on pregnancy disability, for the purpose of PFML benefits, this period may extend the benefit to a maximum of sixteen (16) weeks. The employee may also access all other available leave benefits, as described in this Article.

#### 5.9. Sabbatical Leave

The District may grant sabbatical leave of absence for study and/or research upon application by the certificated employee, the recommendation of the Superintendent, and approval by the Board of Directors, provided such a leave shall serve the best interest of the District and is within the fiscal parameters of the District. The District shall declare its intention no later than February 1.

Certificated employees shall be eligible for sabbatical leave for (1) study or (2) research. Sabbatical leave shall be granted in accordance with the following stipulations:

- 5.9.1. *Years to Qualify:* Employees shall have served five or more continuous years in the District.
- 5.9.2. *Limit on Number:* Sabbatical leave may be granted up to one full year to no more than one certificated employee of the District in any one year, subject to approval by the Board upon the recommendation of the Superintendent.
- 5.9.3. *Application Deadline:* Applications for sabbatical leave shall be filed with the Superintendent no later than February 1 prior to the school year for which it is requested. The Board may, at its discretion, extend this deadline.
- 5.9.4. *Proposed Plan to Accompany Application:* A proposed plan of study or research to which the time spent on leave will be devoted must accompany the application.
- 5.9.5. *Criteria for Evaluation of Applications:* Applications shall be evaluated on the following three criteria:
  - 5.9.5.1. The merit of the proposed plan of study or research and its relationship of service to the District in terms of the individual's professional background.
  - 5.9.5.2. Proportionate representative of the different levels of District schools, such as elementary, middle school, senior high school, and administration.
  - 5.9.5.3. Seniority will be considered.
- 5.9.6. *Final Approval by Board:* Applications approved by the Superintendent shall be presented to the Board for final approval. Once approved by the Board, any change of sabbatical plan shall be presented in writing and approved by the Superintendent in advance of the leave.
- 5.9.7. *Two Year Studies:* An applicant who is taking part in a two year study may, upon evaluation of his/her program, request one year of sabbatical leave and a preliminary commitment, subject to District staffing needs, for an additional one year leave of absence.
- 5.9.8. *Maintenance of Tenure and Salary Standing:* An employee granted sabbatical leave shall maintain standing in tenure and salary.
- 5.9.9. *Limit on Other Employment:* An employee on sabbatical leave for study or research shall not seek employment for compensation during the

period of sabbatical other than to supplement sabbatical leave income in carrying out the approved program.

- 5.9.10. Report Required Upon Return: Within thirty days of an employee's return from sabbatical leave, the employee will file a report with the Superintendent describing the program of study or research in which he/she was engaged and indicating the value which he/she believes grew out of the experience. If the employee was employed for compensation during the program, full details of this employment and the income there from should be included in this report.
- 5.9.11. Leave to Accept Scholarship: Employees may at any time request leave to accept scholarships of up to one full year that would not involve the District in any financial obligations, in which case all other provisions of the sabbatical leave policy except the percentage limitation would apply.
- 5.9.12. Return to Original Position: An effort will be made to replace a certificated staff member returning from sabbatical leave in his/her original position or in an appropriate comparable position.
- 5.9.13. Fringe Benefits: The Board agrees to carry the employee on its rolls for medical and dental coverage. If the employee guarantees to return the year following sabbatical, the District will cover the cost of the medical and dental coverage. If the employee does not return, he/she will reimburse to the District any monies which were disbursed for medical and dental coverage.

## 6. SUFFICIENT CAUSE

### 6.1. Grounds for Discipline in Writing

No employee shall be disciplined or adversely affected without sufficient cause. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.

### 6.2. Association Representation

An employee shall be entitled to have present a representative of the Association during any meeting that might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no such meeting shall take place until a representative of the Association is present provided such representation is available within three working days or as otherwise agreed to by the Association and the District.

### 6.3. Progressive Discipline

Except in cases of egregious misconduct, the District agrees to follow a policy of progressive discipline. Any such disciplinary action taken against an employee shall be appropriate to the behavior that precipitates said action. Step 1: Verbal or Written reprimand; Step 2: Suspension with or without pay; Step 3: Discharge.

6.4. Complaints Against Employees

Any complaint made against an employee by a parent, student, or other person will be called to the attention of the employee. Any complaint not promptly called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

6.5. Public Criticism Prohibited

Any criticism of any employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and not in the presence of students, parents of students, other employees, or at public gatherings.

7. **ALLEGATIONS, INVESTIGATIONS, AND DISCLOSURE**

7.1. Report on Derogatory Statements

Derogatory statements received by the district shall not be included in any District file unless attached to a report by the appropriate administrator. If no such report is prepared, documents regarding the derogatory statements will be destroyed within 10 working days of the date such documents were received by the District. As to any such report that is prepared, the employee shall have the right to attach his or her own written comments. Any such derogatory statement that fails to meet these requirements shall not be used against the employee in any subsequent adverse action proceeding.

7.2. Discreet Investigations

When the District determines that it is appropriate to investigate allegations of misconduct by an employee, the District shall conduct the investigation in a discreet manner that is as confidential as possible under the circumstances.

7.3. Joint Statement on Outcome of Investigation

Upon conclusion by the District of an investigation of allegations of employee misconduct, the employee may request that the District and the Association make a joint statement to all employees of the outcome of the investigation. Under appropriate circumstances, such a statement may then be made by the District and the Association.

7.4. Notification of Grounds for Discipline

Prior to the taking of disciplinary action against an employee, the District shall notify the employee and, at the employee's request, the Association, of the information and the grounds on which the disciplinary action is to be based.

8. **EXCLUSIONS FROM GRIEVANCE PROCEDURE**

8.1. Evaluations Not Grievable

The substance of an evaluation report is not grievable; nonrenewal and dismissal of employees and matters relating to evaluation and placement of employees on probation and reduction in force shall be grievable only through Step 2, the Superintendent Level, of the grievance procedure. (Any such grievance shall not preclude the District from going forward with either Probation or Reduction in Force actions.) Following Step 2, such matters shall be governed and controlled by appropriate statute.

9. **GRIEVANCE PROCEDURE**

9.1. Definitions

9.1.1. A "grievant" shall mean an employee or group of employees or the Association filing a grievance.

9.1.2. A "grievance" shall mean a claim by a grievant that a specific provision of this agreement has been violated.

9.1.3. "Days" shall mean school business days defined as any regularly scheduled day the School District office is open for business. Failure of either party to comply with the time limits set forth will mean that the grievance is either dropped or moved to the next step, whichever is appropriate. The time limits as specified shall be strictly observed but may be extended by mutual concurrence of the parties.

9.2. Right to Representation

9.2.1. The Board shall recognize grievance representatives upon their identification by the Association. At least one (1) Association representative may be present at the grievant's request for any meeting, hearings, or appeals at which the grievant is entitled to be present, or other proceeding relating to a grievance that has been formally presented.

9.2.2. If, in the judgment of the Association, a grievance affects a group of

employees or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance through all levels of the procedure as long as there is one identified person who wishes to do so. Class grievances involving more than one supervisor and grievances involving the administrator above the building level can be filed by the Association at Step II.

- 9.2.3. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

A grievant can be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

### 9.3. Procedure

- 9.3.1. ***Step I*** The parties of interest acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Within twenty (20) days time following knowledge of the act or condition that is the basis for the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The Supervisor shall provide the aggrieved party and the Association with a written answer to the grievance with ten (10) days after the meeting. Such answer shall include the reasons upon which the decision was based.
- 9.3.2. ***Step II*** If the grievant is not satisfied with the disposition of his/her grievance at Step I, or if no decision has been rendered within the timelines of Step I, then the grievance may be referred to the Superintendent or his/her official designee within five (5) days of receiving the disposition of Step I. The Superintendent shall arrange for a meeting with the grievant and/or the Association, to take place within ten (10) days of his/her receipt of the appeal. The parties of interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the superintendent will have ten (10) days to provide his/her written decision, together with the reasons for the decision to the Association.
- 9.3.3. ***Step III Binding Arbitration***

9.3.3.1 If the Association is not satisfied with the disposition of the grievance at Step II by the Superintendent, the Association within ten (10) days of receiving the disposition, can submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the Association and the District in accordance with the applicable rules of the American Arbitration Association, which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration any grounds not previously disclosed to the other party. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement. The arbitrator shall confine his/her decision to the specific provision of the Agreement cited in the grievance form. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.

9.3.3.2. The costs for the services of the Arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

9.3.3.3. Arbitrator Hearings/Rulings. After selection of the arbitrator to hear the grievance, such arbitrator shall hold a hearing within twenty (20) working days of his/her selection. Notice of the hearing shall be given to both parties at least ten (10) working days prior to such hearing. The arbitrator may have up to twenty (20) days to render a final and binding decision to the parties. The arbitrator's decision shall be in writing and shall briefly set forth his/her finding of fact, reason, and conclusions of the issues submitted.

#### 9.4. Cooperation of Board & Administration/Access of Information

Upon request, the Board and the Administration shall provide to the grievant and/or the Association the necessary information requested for processing any grievance in a timely manner, allowing the grievant(s) to meet the timelines established in the grievance procedure.

#### 9.5. Personnel Files

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

#### 9.6. Grievance Forms

9.6.1. Forms for filing grievances, serving notices, taking appeals, reports and

recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.

9.6.2. The form for filing grievances is attached to this Agreement as Appendix A.

## 10. **WORK YEAR and CONTRACT DAYS**

### 10.1. Days in the Work Year

The work year shall be one hundred eighty (180) base contract days of service plus any negotiated supplemental days. If the Legislature funds Learning Improvement Days, the work year shall remain at 180 contract days, plus Learning Improvement Days, any negotiated supplemental, and/or TRI days.

#### 10.1.1. Work Day

The length of the work day is from 8:00 a.m. to 3:30 p.m.; the normal workday for an employee shall not exceed seven (7) hours. During the thirty (30) minutes before and after the school day, staff shall remain on campus and make themselves available to meet with students and parents when such requests are made.

### 10.2. Supplemental Days

All supplemental days shall be paid at per diem rate.

#### 10.2.1 Teacher Directed

a)2019-2020: one teacher directed day prior to the beginning of the school year.

b)2020-2021: two teacher directed days outside the 180-day contract; hours to be completed on a time sheet and submitted to building principal

#### 10.2.2 Professional Learning Days

a)2019-2020: three district directed days as scheduled within the school calendar.

b)2020-2021: four district directed days as scheduled within the school calendar.

### 10.3. Learning Improvement Days

The District and the Association agree that each fulltime employee shall be



required to work as part of his/her base contract year any additional Learning Improvement Days specifically funded for that year by the State as provided in Article 10.1. The parties also agree that each parttime employee shall be required to work a prorated number of "Learning Improvement Days\_" calculated by multiplying their FTE status by the number of Learning Improvement Days. The parties also agree that employees shall be required to work on the supplemental day identified in Article 10.2.

10.4. Purpose and Planning of Learning Improvement Days

The purpose of Learning Improvement Days (LID) is to expand the statefunded school year for certificated instructional staff. These additional days will provide time for teachers, other certificated instructional staff, and administrators to work together to plan and implement educational reforms designed to increase student achievement. The District will involve the staff in mutually designing and planning LID activities.

10.5. Time, Responsibility, and Incentive (TRI) Days

All TRI days shall be paid at the daily per diem rate, which is calculated as 1/180th, or one (1) divided by the number of state funded days, of the negotiated annual salary schedule. This shall include any state provided Implicit Price Deflator (IPD) for all employees.

10.6. Release Time for Grading/Planning

One-half (1/2) early student release day shall be provided for the first three (3) quarters at the close of each quarter for the purpose of preparing grades and planning. On the last day of school, employees that have completed report cards/grades may leave at ½ day. There will no scheduled events after student dismissal on this day.

10.7. Early Release Prior to Vacations

The day preceding Thanksgiving, Christmas vacation, and spring vacation shall be a halfday early release for students and staff providing that this leaves the District in compliance with contract hour regulations.

10.8. Release Time Following Parent/Teacher Conferences

All employees participating in evening conferences will receive onehalf (1/2) day of release time following said conferences. Any employee who, for any reason, did not participate in the evening conferences will not be entitled to the release time.

#### 10.9. Planning Time

Each fulltime employee working at the secondary level shall receive no less than two hundred twentyfive (225) minutes of planning time per fiveday week, and each fulltime employee working at the elementary level shall receive no less than two hundred (200) minutes of planning time per fiveday week. Planning time may be distributed throughout the week as scheduling reasonably permits, and no period of time less than twenty (20) minutes shall be counted to achieve the maximum amount of planning time. Employees shall not be assigned to other duties during planning time except in cases of emergencies or if the employee has reached the required minimum amount of planning time in the week.

#### 10.10. Substituting During Planning Time

If an employee is called upon to substitute for or assume the duties of an absent employee during planning time, the employee shall be paid at the employee's pro rated per diem rate for such work. Nothing in this provision is intended to guarantee any employee any substitute assignments, and it is generally expected that if there is a need for a substitute for more than one period, the District will seek the services of a substitute from the District's substitute teacher list. Nothing in this provision is intended to preclude the district from relieving an employee of his or her regular assignment on a short term basis, without additional compensation, to substitute for another who is absent or otherwise unavailable.

#### 10.11 Special Education Teachers

Special Education Teachers shall have up to two (2) additional day to be used before the start of the school year as agreed upon by the teacher and administrator for the purpose of transitioning new students, and/or completing the evaluation or eligibility process. The day shall be paid at the daily per diem rate.

### 11. **ADMINISTRATIVE SELECTION COMMITTEE**

11.1. In an effort to collaborate with and encourage the involvement of staff in important decisions that affect them, the Board will involve MEA members in the selection of administrators for the district. A minimum of one faculty member from each affected building in the District (Elementary, Middle School/ Jr. High, High School, and Academy) shall be included on any selection committees for the employment of principals and superintendents.

### 12. **MENTOR TEACHING PROGRAM**

#### 12.1. Mentor Teacher Application

The District will provide a mentor teacher program for new teachers and teachers new to Mossyrock for at least one year and up to three (3) years.

The mentor teacher stipend shall be included in the co-curricular schedule Group F.

12.2. Selection Criteria

The mentor should:

12.2.1. Demonstrate effective teaching skills.

12.2.2. Have a good understanding and perspective of District and building policies, procedures, and programs.

12.2.3. Demonstrate a high level of commitment to professional development.

12.2.4. Demonstrate good communication and interpersonal skills.

12.2.5. Demonstrate the necessary level of energy, enthusiasm, and creativity.

12.3. Seniority in the Selection Process

When all other factors are equal, seniority shall be a consideration in the selection process. Under no circumstances shall a person be rejected as a mentor for arbitrary, capricious, or discriminatory reasons.

13. **PERSONNEL FILES**

13.1. Maintenance of Single Personnel File

The District will maintain a single personnel file which shall be kept in the office of the Superintendent and shall be controlled by District Office personnel.

13.2. Working Files

Immediate supervisors may maintain an information or working file subject to the following conditions:

13.2.1. Copies of evaluation material may be maintained in the immediate supervisor's information file.

13.2.2. All material in the supervisor's information or working file shall be either destroyed or placed in the District personnel file if the employee's primary supervisor is changed. Any information deemed by the outgoing supervisor to be appropriate, may be placed in new supervisor's working file.

### 13.3. Items Not Included in Personnel File

The District shall maintain no personnel file other than those cited above. However, it is understood and agreed by the parties that listings and objective forms that include any employee's name and objective data shall not be construed to be a part of the contents of any personnel file.

Examples: Affirmative action reports and records; records of absence; payroll data; fringe benefit reports and records or rosters; certification information; medical information; retirement information and records; authorizations for withholdings from pay, and employee withholding exemption certification.

### 13.4. Employee Rights Regarding Personnel File and Other Administrative Working Files

Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as nonconfidential employment references leaving the District. Upon request, a copy of any documents contained therein shall be afforded the employee at no cost. Any building level administrative working file shall be available for inspection on the employee's request. No other secret, duplicate, alternate, or other personnel files shall be kept anywhere in the District with the exception of information related to an ongoing investigation.

All derogatory material more than three (3) years old shall be removed at the employee's request subject to the following conditions: 1) employee evaluation materials shall not be affected by this proviso 2) the District may retain information or evidence related to violations of law or of the code of professional conduct 3) the District may retain information or evidence that may reasonably be expected to be used in a current or pending legal action. Any item to be removed from the file shall be given to the employee. The District agrees to purge all versions of the document that are stored in the District's computer files. No references to the removed document will remain in the personnel file.

### 13.5. Copies of Personnel File

The District shall provide an employee copies of any new documents included in his or her file within five (5) days of placement in the file. The employee shall have the opportunity to attach his or her own comments to each document.

## 14. **EVALUATIONS**

The evaluation system is intended to evaluate the performance of duties and responsibilities of all instructional staff for the purpose of increasing student learning growth by continually improving the quality of instructional services in the schools. It is the intent of

the parties to monitor the system to ensure, within state and or federal requirements, that it is a fair, valid and reliable evaluation system that supports professional growth.

Each employee shall be evaluated in accordance with applicable statutes and regulations. The evaluation process shall apply to all instructional staff, classroom and non-classroom.

#### 14.1. Evaluation System Preamble

The evaluation system for instructional staff includes, but is not limited to, the following elements, goals, and objectives.

14.1.1 The evaluation procedures set forth herein shall be designed to improve the educational program by improving the quality of instruction.

14.1.2 The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.

14.1.3 Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

14.1.4 An evaluation system should be grounded in trust and respect by all parties through the use of objective standards and by minimizing subjectivity.

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

“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.

To assist classroom teachers and certificated support personnel, who have identified areas needing improvement, in making those improvements.

To identify classroom teachers or certificated support personnel whose

professional performance is unsatisfactory and for whom remediation is needed.”

#### 14.2. Definitions

**Artifacts** any products generated, developed, or used by a certificated teacher or an instructional staff member.

**Component** the subsection of each criterion.

**Criterion** the eight (8) state determined areas of evaluation.

**Evaluator** a certificated administrator who is employed to supervise the operation and management of a school and who has been trained in Level 1 and Level 2 observation and evaluation techniques, and in the use of the Danielson instructional framework and rubrics adopted by the school district and contained in this agreement.

**Evaluation** the ongoing process of identifying, gathering and using information to improve professional performance, assess total job effectiveness, and make personnel decisions for classroom teachers as specified in WAC 392191A030.

**Evidence** observed practice, products or results of a certificated classroom teacher’s or certificated principal’s work that demonstrates knowledge and skills of the educator with respect to the fourlevel rating system.

Evidence includes artifacts produced or resulting from the normal course of professional performance during the school year. Evidence is contributed by both the teacher and evaluator. Evidence collection is a sampling of data to inform decisions about level of performance. Evidence used in evaluations may come from sites other than the classroom.

**Feedback** written or verbal comments from the administrator to the teacher regarding the observation.

#### **Not Satisfactory**

**Level 1: Unsatisfactory** – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.

**Level 2: Basic** – If the classroom teacher on a continuing contract with more than five years of teaching experience receives a summative score of two (2) two years in a row, or two years within a consecutive threeyear period, the teacher is not considered to be performing at a satisfactory level.

**Observation** the period of time in which the administrator watches the teacher instructing the lesson. During the observation, the administrator will collect data regarding the instruction. An observation can be “formal” or “informal”.

Formal Observation consists of a pre-observation conference between the administrator and the teacher, the observation and a post observation conference with the teacher.

Informal Observation is an observation of approximately 10-20 minutes with feedback

**Teacher** "Certificated classroom teacher" and "teacher" mean a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 18179A140 (1) through (3) and (6)(a).

**School Day** each day of the school year on which students enrolled in the common schools of a school district are engaged in academic and career and technical instruction planned by and under the direction of the school.

**Success Plan** A Success Plan is a collaboratively developed plan outlining areas for growth and the supports for growth. The Success Plan is monitored regularly as predetermined by the administrator and teacher and includes a timeframe for when goals will be met.

#### 14.3. General Provisions

- A. The evaluator of any employer shall be an administrator. Trained in the selected framework, both Level 1 and Level 2.
- B. All employees, including new employees, shall be evaluated annually. The annual evaluation shall be completed not later than June 1 of the year in which the evaluation takes place. Certificated employees are to be observed at least twice in the performance of their assigned duties. The total time for observations for each employee for each school year must be at least sixty (60) minutes *with at least one (1) formal observation of at least thirty (30) minutes.*
- C. All classroom teachers shall be evaluated each school year by their principal. In the event that circumstances prevent the principal from performing an observation or an evaluation, his or her administrative designee may do so with approval of the Superintendent. The principal or administrative designee is referred to herein as the “evaluator.”

If a teacher is assigned to two or more schools, she/he may request his/her evaluator from within those schools. Administration will consider the request. If the request is denied, Administration will provide a written

explanation of reasons for denial.

#### D.Applicability

This evaluation system applies to classroom teachers and instructional staff as defined by statute and herein. Staff members who are assigned to partial workdays as a classroom teacher and partial workdays in other assignments shall be evaluated under the evaluation system for the classroom teacher.

Non-classroom certificated staff shall be evaluated using the appropriate Danielson rubric and the process described herein.

#### 14.4. New Employee Evaluation

New employees of the school district shall be observed for not less than thirty (30) minutes within the first ninety (90) calendar days of their employment. A conference between the evaluator and the employee shall occur within ten (10) school days of the observations.

#### 14.5. State Criteria and Framework

The following criteria will be used to evaluate certificated classroom teachers:

1. Centering instruction on high expectations for student achievement;
2. Demonstrating effective teaching practices;
3. Recognizing individual student learning needs and developing strategies to address those needs;
4. Providing clear and intentional focus on subject matter, content, and curriculum;
5. Fostering and managing a safe, positive learning environment;
6. Using multiple student data elements to modify instruction and improve student learning;
7. Communicating and collaborating with parents and school community;
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning. T

The parties have agreed to the adoptive evidence-base instructional framework developed by Charlotte Danielson and proved by OSPI.

#### 14.6. Information Used for Evaluation

The information used to prepare the evaluation report shall include information acquired from the following sources:

- Direct observation of the employee in the performance of professional tasks
- Artifacts and evidence gathered by the administrator and teacher as defined in section 14.2. Artifacts such as lesson plans, IEPs, portfolios,



newsletters, videos of practice, learning objectives, learning targets, emails, perception surveys, exit tasks, phone logs, PLC notes, data analysis, discipline referrals, posted routines, posted rules and goals, case studies of student progress, analysis of student work over time, and classroom observation of evidence of student learning.

Artifacts created by the teacher to be used as evidence in an evaluation shall arise from the normal course of the teacher's assignment. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

- Multiple measures of student growth must be a factor in the evaluation process and such measures may include classroombased, schoolbased, Districtbased, and statebased tools.

Multiple measures will also be used to assess a teacher's professional performance against the instructional frameworks. Such measures, selected by the teacher and/or incidentally collected by the evaluator.

- Professional Contributions - such as curriculum development, leading professional activities, participating in professional development, setting professional goals, participating in PLCs, use of exemplars, family engagement, parent communications, peer assistance and review, mentoring and support to others, coaching, leadership roles, etc. Communications with parents may include, but are not limited to, phone calls, emails, grade reports, progress reports, conferences, etc.
- Impacts on Learning - such as student work samples and learning goals; district, school, and classroom assessment of students; student portfolios; both formative and summative student growth data; student projects; data walls; etc. Such multiple measures will be selected by the teacher after consultation with the evaluator. Teachers may, but will not be required to, submit artifacts and evidence for completion of their evaluation cycle. Teachers will not be required or expected to produce all student growth data available or all teacher performance evidence available.

### **General Information about Information Used for Evaluation**

If, after completing at least the minimum required observations, both the teacher and evaluator agree the rating has been demonstrated as part of the teacher's practice, no additional evidence will be required.

The teacher has the option to present additional evidence that could contribute to a change in the final criterion rating if it demonstrates the proficiency of the criterion as part of the teacher's instructional practice. It shall be the nature and quality of the evidence, not the amount of evidence that determines the criterion rating, as long as the evidence demonstrates implementation as part of his/her

practice.

Only data relevant to the teacher and subject matter will be used in the teacher's evaluation process.

Employees shall have transparent access to all relevant District student growth data available.

#### 14.7. Procedures for Evaluation

A. **Informal Observations** Nonscheduled observations (i.e. drop in/walkthrough) of less than 30 minutes in duration may be utilized by the evaluator at his/her discretion to gather evidence regarding a teacher's final evaluation. If there is an area of concern noted in any record from such observations, written documentation of the observation must be provided to the teacher for that evidence to be included in the final evaluation. Such documentation will be provided within three (3) school days of the observation or within three (3) days of any subsequent observation where the area of concern is again noted, provided the teacher has been previously notified of the concern. A teacher may request a postobservation conference to discuss an informal observation and the request will be granted.

B. **Formal Observations** All teachers shall be observed at least twice in the performance of their assigned duties with at least one formal observation annually. Total observation time for each employee for each school year shall not be less than 60 minutes. Prior to each formal observation, the teacher and the evaluator shall mutually agree to the date, time and location for said observation. Such formal observations will take place when the teacher is providing instruction to students.

Except in cases of emergencies or unforeseeable circumstances, formal observations shall not be scheduled less than two (2) weeks apart, except at the request of the teacher, in order to allow for conferencing and growth.

A teacher may request an observation, formal or informal, at any time.

C. **Comprehensive Evaluations** All classroom teachers shall receive a comprehensive summative evaluation at least once every six (6) years. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating.

The following classroom teachers shall receive an annual comprehensive summative evaluation: Provisional teachers and any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.

- D. **Focused Evaluations** In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (level 3) or above in the previous school year are required to complete a focused evaluation. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria.

Teachers on focused evaluations shall have the option of selecting which one of the eight criteria will be assessed, plus the professional growth activities linked to that criterion. The selected criterion, however, must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention or as an area of expertise to be further developed. A group of teachers may focus on the same evaluation criterion and share professional growth activities.

The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6, or 8 are selected evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics. (*note only: WAC 392191A120*) More than one measure of student growth data must be used in scoring the student growth rubrics.

The evaluator must assign a summative evaluation performance rating for the focused evaluation using the methodology adopted by the Superintendent of Public Instruction for the instructional framework being used.

A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator no later than six (6) weeks from the first day of school.

The request of the teacher must be received in writing prior to the start of the school year. The direction of the evaluator must be communicated no later six (6) weeks from the first day of school and must be related to one of the other evaluative criteria. That concern and that direction shall be shared with the teacher in writing at that time.

## **E. Summative Procedures**

1. The teacher shall use the evidence to conduct a selfassessment for current, typical performance for the year's evaluative cycle using the *selfassessment* document (Form A). This document shall be used in discussion with the evaluator. It shall not be submitted as part of the evaluation cycle.
2. The teacher and evaluator discuss their overall assessment of the evaluation process, and their perceptions of the results of that process during the conference.

If the teacher does not agree with the evaluator's overall summative score, the score will be recorded. The teacher may provide additional evidence and artifacts to support a higher rating.

3. If the evaluator assigns the teacher a final summative score below Proficient, the evaluator must provide evidence for that judgment from each criterion scored Basic or Unsatisfactory or note that due to lack of evidence supporting a higher rating, the score is Basic or Unsatisfactory.
4. If a classroom teacher is a continuing contract employee with more than five years of teaching experience receives a Level 2 (Basic) rating for two consecutive years or two years within a consecutive threeyear time period, then his or her performance shall be judged "unsatisfactory".
5. All continuing contract employees receiving an annual, final summative performance rating below level 3, Proficient, shall be given additional support by the District. Such support may include, but not be limited to, paid inservice training, paid professional development, release time to observe colleagues, outside evaluator, assignment of a coach/mentor, additional focused professional development resources, professional growth opportunities, and guided growth plans as determined by the District.
6. The employee and evaluator shall meet prior to the end of the school year in which the "Basic" or "Unsatisfactory" rating was received, to mutually develop a Success Plan that includes a check point prior to the start of school.

7. Any teacher whose performance has been judged unsatisfactory based on district evaluation criteria (Form F) may be placed on a program for improvement any time after October 15 of the following year (RCW 28A.405.100 (4) (a)).
8. The teacher will sign two (2) copies of the *Summative Evaluation of Practice* document (Form F). 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, only that he or she has read it. The teacher may attach any written comments to observations and to the final annual evaluation report as well. Teachers shall have the right to attach additional comments or a rebuttal to the Summative Evaluation of Practice (Form F) at any time.

#### 14.8 Evaluation Steps

##### **Step 1: Self-Assessment**

Each teacher shall reflect on his/her practice and complete the *Framework for Teaching Self-Assessment* document (Form A). This is a personal reflection of practice and the teacher has the option of submitting the Form A to the evaluator. The self-assessment will serve as a tool for the goal setting conference. The teacher may share his/her self-assessment with the evaluator during the goal-setting conference.

##### **Step 2: Goal Setting Conference**

The teacher, in collaboration with his/her evaluator, will determine student growth goals for Components SG 3.1, SG 6.1, and SG 8.1. (The goal for SG 3.1 and SG 6.1 may be the same goal.) The *Goal Setting Conference* document (Form B) will be completed by the teacher during the first quarter of the year and brought to the goal setting conference, held at a time mutually-agreed upon by the teacher and evaluator.

##### **Step 3: Pre-Observation**

- A. For formal observations, the teacher will complete the *Pre-observation Lesson Plan* document (Form C) and bring it to the scheduled pre-observation conference.
- B. The teacher and evaluator will meet and discuss the lesson plan and identify any specific areas of focus, establish a date for the formal observation, and discuss professional activities to be observed, including their content, objectives, strategies, and possible evidence to meet the scoring criteria. (The goals may be referenced, if applicable).
- C. \_\_\_\_\_ At the request of either party, a preobservation conference shall be held.

#### **Step 4: Observation**

The evaluator will conduct the observation of practice at the agreed upon date and time. The evidence will then be put in the *Formal Observation Evidence Gathering* document (Form D). The evaluator will share a copy of the evidence with the teacher within five (5) working days of the observation. The teacher may provide additional information for this document.

#### **Step 5: Post-Observation**

- A. The teacher will conduct a self-assessment of the lesson by (1) reviewing the evaluator's evidence and (2) answering the questions on the *Post-Observation* document (Form E1 and E2). The teacher will share the assessment of the lesson by highlighting the appropriate components/levels of performance on the *Formal Observation Evidence Gathering* document (Form D) that he/she received from the evaluator.
- B. The teacher and evaluator will meet for the post-observation conference. The teacher will lead the discussion of his/her evidence and the reasons for assessing the component as he/she did. The teacher and evaluator will share information/evidence regarding the observation and other evidence pertaining to the lesson.
- C. At the request of either party, a postobservation conference shall be held. Postobservation conferences shall be held within five (5) working days of the actual observation. A written record of the observation will be made by the observer on a form to be provided by the District and a copy will be given to the employee.
- D. If any criterion is judged to be unsatisfactory, there must be a post-observation with specific suggestions for improvement by the evaluator.
- E. If there are multiple areas of concern, a Success Plan shall be written describing the area(s) needing improvement and the plan for improvement. Mutually established checkpoint meetings to monitor progress will be included in the plan.

#### **Step 6: Summative Assessment / Score**

No later than June 1 or as agreed upon by the teacher and administrator, the teacher and evaluator will meet to discuss the teacher's final summative score. For teachers subject to non-renewal or discharge, this discussion shall take place prior to the May 15<sup>th</sup> deadline for non-renewal established in statute. Prior to the calculation of the final summative score, the teacher will be invited to review the evidence

accumulated throughout the school year in which the evaluation is conducted, including:

- Formal and informal observations/evaluations
- Written feedback from informal observations
- Artifacts
- Student growth data
- Evidence

Only data relevant to the teacher and subject matter will be used in the teacher's evaluation process.

Employees shall have transparent access to all relevant District student growth data available.

#### 14.9 Criterion Performance Scoring

**Each Criterion rating will be assigned the following numeric values:**

**Unsatisfactory – 1                      Basic – 2      Proficient – 3      Distinguished – 4**

A numerical mean shall be used to calculate the individual criterion score. When a final criterion score includes a whole number plus a place value of .49 or below it will be rounded down to the nearest whole number. When a final criterion score includes a whole number plus a place value of .5 or above it will be rounded up to the nearest whole number. (For example, a final score of 2.33 would become a final criterion score of 2 and a score of 2.5 would become a final criterion score of 3.)

#### **Overall Summative Performance Rating**

All classroom teachers shall receive an overall summative score. The overall summative score shall be determined by totaling the eight (8) criterion-level scores based on the state scoring bands as follows:

**814 points—Unsatisfactory**

**1521 points—Basic**

**2228 points—Proficient**

**2932 points—Distinguished**

#### **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.

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

The student growth impact rating will be determined by the superintendent of public instruction's student impact rating scoring band. (See below.)

A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating.

**512—Low**

**1317—Average**

**1820—High**

Certificated classroom teachers with preliminary rating of distinguished with Low student growth rating will receive an overall Proficient rating.

Certificated classroom teachers with a low student growth rating will engage, with their evaluator, in a student growth inquiry pursuant to WAC 392191010.

The teacher, in collaboration with the evaluator, shall create a strategy to address student growth issues that may include one or more of the following:

- a. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and statebased tools and practices;
- b. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
- c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
- d. Create and implement a professional development plan to address student growth areas. Student growth goals shall be selected by the teacher in collaboration with the evaluator.

14.10 Evaluation Results



Evaluation results shall be used:

- To acknowledge, recognize, and encourage excellence in professional performance.
- To document the level of performance by a teacher of his/her assigned duties.
- To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
- To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.

Evaluation results shall not be:

- Shared or published with any teacher identifying information.
- Shared or published without prior notification to the individual and Association.
- Used to determine any type of base or additional compensation.

#### 14.11 Probationary Period

Every nonprovisional employee whose work is judged unsatisfactory based on district evaluation criteria shall be notified in writing of specific areas of deficiencies along with a reasonable program for improvement by the mid-year evaluation. A probationary period of sixty (60) school days shall be established. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in the areas of deficiency. During the probationary period the evaluator shall meet with the employee and, upon request, a representative of the Association, at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The inability of an Association representative to be present at these meeting shall not prevent the District from meeting with the probationary employee at least twice monthly.

#### 14.12 Evaluation Documents

Only the final summative evaluation document, along with any comments submitted by the teacher, shall be kept in the personnel files. All other evaluation documents that the teacher provides the evaluator will, at the request of the teacher, be returned to him/her or destroyed.

#### 14.13 Notification

Every teacher shall be notified by the last day of the school year by his or her evaluator whether he or she will be evaluated using a Comprehensive or Focused evaluation for the following school year.

#### 14.14 General Evaluation Agreements

**Out of Content/Endorsed Areas** - Teachers evaluated while teaching outside of their content areas or endorsed areas shall have minimal emphasis placed on their

understanding of subject matter, content, and curriculum during their first year of such placement. However consideration may be given to teachers' progress towards endorsement.

As per WAC 18182110 (1) (2), no teacher shall be "subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the outofendorsement assignments."

**Security** All observations will be conducted openly and with the full knowledge of the teacher. Mechanical or electronic devices will not be used to listen to, view, or record the proceedings of any class or other meeting without prior knowledge and consent of the teacher.

No unsubstantiated complaints against an employee will be included in any documentation pertaining to an evaluation.

An evaluation system will include steps taken by the District to insure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

#### 14.15 Professional Development

Prior to being evaluated, the District shall provide a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to the teacher's position and track in the evaluation cycle.

In addition, opportunities for professional development in the Danielson framework will be provided. All teachers will be expected to participate in District provided training that occurs during the contracted day. Such training will be designed to provide staff with the skills necessary to participate in the evaluation system based on the Danielson framework.

#### 14.16 Provisional Teachers

- A. "Provisional Teachers" are those who are within their first three years of employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.
- B. All Provisional Teachers are subject to nonrenewal of employment contract pursuant to RCW 28A.405.220.
- C. All Provisional Teachers in the third year of provisional status shall be observed at least three times in the performance of their duties and the total observation time for the school year shall not be less than (90) ninety

minutes.

- D. All Provisional Teachers who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) by the end of their second year of employment in the District may be removed from provisional status by the Superintendent.
- E. The Principal shall make at least one (1) observation for a total observation time of thirty (30) minutes within the first ninety (90) calendar days of employment of all Provisional Teachers.
- F. Before nonrenewing a provisional teacher, the evaluator will meet the requirements of the law regarding observations and notifications, and if performance is a concern, will also do the following:
  - Provide feedback to the teacher through the evaluation process to identify deficiencies.
  - Make suggestions to assist the teacher in ways to improve his or her performance.
  - Provide occasional reports to inform the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies.
  - Provide written notice to the Association President if a provisional employee is performing at an unsatisfactory level.

#### 14.17 Legislative Impacts

This Article of the Agreement shall be reopened at the request of either party for the purpose of negotiating legislative impacts on the Collective Bargaining Agreement or upon mutual agreement of the parties for nonlegislative impact reasons.

### 15. **PROGRAM AND STAFF REDUCTIONS**

#### 15.1. Process Used in Reducing Program and/or Staff

Program and staff reductions may be required as a direct result of enrollment decline, failure of a special levy election, or other events resulting in a significant reduction in revenue; or termination or reduction of funding of a categorically funded project. The board shall, after consultation with the Association, and a review of such indicators as community surveys, informal and formal statements of support and/or opinion, and the district's statement of philosophy, identify those educational programs and services that shall be reduced, modified, or eliminated.

When the reduction, modification, or elimination of programs and/or services necessitates a reduction in staff, the board shall retain those staff who have the greatest length of service in the state of Washington provided that the staff member has the qualifications and experience necessary for the position. In the event of equal length of Washington state service between two or more teachers, then the teacher with the most service in the Mossyrock School District will be retained. In the event that ties still exist, those certificated staff members shall be ranked as to total education credits beyond the BA as computed by the District in accordance with placement on the salary scale as of October 1 of the then current school year. In the event that ties continue to exist, the final selection shall be made by lot and facilitated by a disinterested third party.

Any employee who receives notice of nonrenewal of contract due to enrollment decline or loss of revenue may, in his/her request for a hearing, stipulate that initiation of the arrangements for a hearing officer shall occur within ten (10) days following July 15, rather than the day the employee submits the request for a hearing.

The superintendent shall develop procedures to implement this policy except that any staff agreement in effect shall supersede this policy.

#### 15.2. Procedures for Identification

In the event that the Board of Directors adopts a reduced educational program by reason of financial necessity, including, but not limited to, levy failure or decreased state support, those teachers and other nonsupervisory certificated employees (collectively certificated employees herein) who will be retained to implement the District's reduced or modified program, and those who will be terminated from employment or adversely affected in contract status will be identified by using the following procedures:

##### 15.2.1. *Continuing Effort*

In determining the financial resources available, the District shall: 1) continue to solicit cooperation and funding from local, state, and federal sources; and, 2) maintain cash reserves and cash balances at the minimum levels consistent with sound business practices.

##### 15.2.2. *Layoffs Implemented the Following Year*

Employees with valid contracts will not be laid off during any school year. All layoffs will take effect immediately following the end of the school year. In the event of layoff, the board shall provide written notice to all affected employees on or before May 15 of the school year following which layoff would occur.

### 15.2.3. *Classroom Priority*

If the education program and services of the District must be reduced because of lack of financial resources, the following guidelines shall be taken into consideration in determining the program and services to be retained, reduced, or eliminated:

15.2.3.1. The effect upon the student(s) in the classroom is of the highest priority; therefore, the program to be retained shall attempt to minimize the consequence of program reductions upon the student(s).

15.2.3.2. Priority will be given to those books and supplies used by students in fulfilling basic classroom objectives.

15.2.3.3. When revenues are categorical and depend upon actual expenditures rather than budget amounts, every effort will be made to maintain those programs to the limit of this categorical support (e.g., special education, vocational education, federally supported programs, etc.).

15.2.3.4. Student activity programs are recognized as an integral part of the District's total educational program. The activity programs that cannot feasibly be continued may be continued at a reduced level of funding. The activity programs that cannot feasibly be continued at a reduced level of funding may be eliminated. The activity programs at the middle school level may be continued at a reduced level of funding or eliminated.

### 15.3. Association Notification

The Board will notify the Association of the proposed layoff as soon as it becomes apparent that a RIF will be needed. In no case will the Association be notified later than May 15. Upon request, the Board will provide the Association a report of the financial situation, anticipated program changes, and needed staffing levels.

### 15.4. NonBargaining Unit Personnel

In no event shall personnel outside the bargaining unit be included on the seniority list nor will the Board add such personnel to the seniority list in the event of layoff. No employee outside the bargaining unit shall be reassigned to a position within the bargaining unit while dealing with a RIF situation.

### 15.5. Leave Returnees

Employees returning from leave must be rehired; however, these employees are subject to the RIF procedure set forth herein on the same basis as any other member of the bargaining unit.

15.6. Ties in Seniority

In the event of more than one individual employee having the same seniority ranking after applying the above provisions, all employees so affected will be ranked in accordance with the total number of college/university and state required clock hour credits beyond the BA degree submitted to the District as of October 1 of the then current school year.

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

15.7. Certificated Staff Reductions

15.7.1. *Determination of Vacant Positions*

The district will determine, as accurately as possible, the total number of certificated staff known as of April 15 to be leaving the District for reason of retirement, family transfer, normal resignations, leaves, discharge, or nonrenewal, etc., and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.

15.7.2. *Certification Required for Retention*

Possession of a valid Washington State Certificate endorsed for assigned areas or a valid Washington State K12 Certificate is required for the position(s) under consideration and shall be a prerequisite for retention.

15.7.3. *Employment Categories*

The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions. Elementary certified teachers will be considered for retention in one category (K~8). Middle school and high school teachers with subject area endorsements will be considered for retention in one category (712) based on individual teaching specialties such as math, science, history, social studies, language

arts, Spanish, woodshop, special education, music, health, P.E., art, etc.

All other certificated staff members will be considered for retention according to their specialties or certification such as: counselors, librarians, categorical teachers.

#### 15.7.4. *Retention by Employment Category*

Each certificated staff member will, in accordance with the criteria set forth in Paragraph 13.2.3 hereof, be considered for retention in the category or specialty appropriate to the position held at the time of the implementation of these procedures. For the purpose of this paragraph, an employee is currently performing in any given category or specialty if .33 FTE or more of such employee's assignment is devoted to such category or specialty. Certificated employees shall also be considered for retention in such additional categories or specialty as any such employee may designate in writing to the Superintendent or his/her designee, provided the employee meets the criteria set forth herein.

An employee shall be placed in the categories for which he/she qualifies. In order to qualify for a category not currently assigned, the employee shall:

- a. Hold certification required by the State Office of Public Instruction, and
- b. Meet the Federal Program requirement, and
- c. Have a major or minor in the curriculum area, or
- d. Hold special certification or endorsement in the curriculum area, or
- e. Have gained specialized training or twenty (20) quarter hours in the curriculum area, and
- f. Have no less than .33 FTE academic classroom teaching experience in that category within the last seven (7) years.

#### 15.7.5. *Selection within Employment Categories*

Certificated employees shall be considered for retention in available positions within the categories or specialties for which they qualify under Paragraph 13.2.4. In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employee shall be recommended for retention:

Total seniority as a certificated employee shall be the basis for retention for those categories and specialties identified under Paragraph 13.2.3. Within each such category or specialty the employee(s) having the greater seniority shall be recommended for retention. In the event ties exist, the employee(s) having the highest number of college/university and state required clock hour credits beyond the BA degree as recorded in the personnel office as of October 1 of the current school year shall have preferences. If ties remain, a drawing shall determine who will be retained.

Seniority within the meaning of this paragraph shall mean total years of certificated experience in the State of Washington and recognized by the District for salary purposes. If equal seniority in the State of Washington exists between two or more teachers, then the teachers with the most seniority in the Mossyrock School District will be retained.

#### 15.7.6. *COBRA*

Any employee who is not retained, except for dismissal, will have the option to maintain a COBRA for a period of 18 months.

#### 15.7.7. *Action by Superintendent*

The provision in the above paragraphs, 15.6.1 through 15.6.6, shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary. The Superintendent shall take such action as may be required by statute to nonrenew or adversely affect the employment contracts of affected employees.

#### 15.7.8. *Employment Pool*

All certificated employees who are recommended not be retained in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible reemployment for a period of up to one year. It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent or his/her designee in writing between January 1 and January 31 if such employee wishes to remain in the employment pool.

When a vacancy occurs for which person(s) in the employment pool qualify, notification from the school district to such individual will be by certified mail or by personal delivery. Such individual will have five (5) calendar days from the receipt of the letter to accept a position. If a person fails to accept a position offered, such individual will be dropped from the pool. The District will use employment pool personnel as substitutes on a first priority basis.



#### 15.7.9. *Choice of Appeal Process*

Any certificated employee receiving a notice of nonrenewal under this provision shall choose either a grievance procedure, or RCW 28A.58.515 exclusive remedy to review said notice.

### 16. **SALARY SCHEDULE**

#### 16.1. Salary Schedule

- 16.1.1. Bargaining unit members will be placed on the salary schedule in accordance with WAC 392-264 and the reporting standards of S-275 in place as of August 2018, except as may be otherwise described in this section.
- 16.1.2. Clock hours will continue to be counted as college credit for placement purposes, with ten (10) clock hours equaling one quarter credit hour.
- 16.1.3. The calculation of years of service for occupational therapists, physical therapists, speech-language pathologists, audiologists, nurses, social workers, counselors, and psychologists regulated under Title 18 RCW will include experience in schools and other non-school positions as occupational therapists, physical therapists, speech-language pathologists, audiologists, nurses, social workers, counselors, or psychologists. The calculation shall be that one year of service in a non-school position counts as one year of service (for placement on the salary schedule).
- 16.1.4. The calculation for years of service for Career and Technical Education instructors will include all years worked within the instructor's career field, regardless of whether the service occurred within an educational setting.
- 16.1.5. For the purpose of computing a year of experience in items 2 and 3 above, a full year will be deemed to be 1,440 or more hours within a twelve-month period.
- 16.1.6. For the 2019-2021 school year (s) the calendar shall be 180 contracted days.
- 16.1.7. Time worked beyond the 180 contracted days shall be paid at the daily per diem rate, which is calculated as 1/180<sup>th</sup>.
- 16.1.8. Supplemental Days

The supplemental days shall be reflected on the salary scheduled on Appendix B.

2019-2020: one teacher directed day prior to the beginning of the school year.

2020-2021: two teacher directed days outside the 180-day contract; hours to be completed on a time sheet and submitted to building principal

#### 16.1.9 Professional Learning Days

2019-2020: three district directed days as scheduled within the school calendar.

2020-2021: four district directed days as scheduled within the school calendar.

#### 16.2. CoCurricular Salary Schedule

The Co-Curricular Salary Schedule can be found in Appendix C.

### 17. **FRINGE BENEFITS**

#### 17.1. District Contribution to Insurance Benefit

The District shall pay each certificated employee's insurance benefit of the extent of the state's benefit funding. Additional insurance costs will be assumed by the individual employee. Any individual surplus funds will create a pool to be applied to the benefit cost of the other certificated employees.

In addition, the District shall contribute to the Health Benefits Pool as follows:

2019-Jan 2020 \$150 per FTE per year

#### 17.2. Section 125 Plan

The District has an established Section 125 plan for all employees. The District shall:

- a. Communicate the Plan to all eligible employees, giving each employee the opportunity to accept or waive participation in the plan.
- b. Make any payroll system changes necessary to accommodate the pretax contributions.

#### 17.3. District Contribution to Retirement Subsidy

The District shall pay the Health Care Authority subsidy at the state amount per employee for deposit in the public employees' and retirees' insurance account

established in RCW 41.05.120.

17.4. School Employee Benefit Board

Beginning January 1, 2020, all MEA bargaining unit members shall be eligible to participate in the School Employee Benefit Board (SEBB) benefit program.

17.5 Benefit allocation provided prior to 2020 for healthcare insurance and related mandatory plans shall be distributed to employees and any other local negotiated pooled benefits shall be utilized to exhausted consistent with local practice prior to January 1, 2020.

17.6 Prior to the January 1, 2020 implementation of the SEBB plans, the District shall provide opportunities to bargaining unit employees to meet with providers and SEBB staff for educational purposes and to select among available healthcare insurance plans. If the District provided opportunities are outside of the contracted work day, the District will pay up to two (2) hours at the employee's per diem rate of pay.

17.7 VEBA, supplemental cancer insurance, loan forgiveness or tuition insurance, additional life or LTD, Medical Flexible Spending Accounts (FSAs), and Dependent Care Assistant Programs (DCAPs) in place in 2018-2019 shall continue without interruption in the 2019-2020 school year as allowable by law.

17.8 After initial implementation of SEBB, if and when either the district or MEA deems necessary, both parties agree to review and discuss matters related to benefits.

18. **STUDENT DISCIPLINE**

18.1. Expectation for Student Behavior

The employee has the right to expect acceptable behavior from all pupils and is expected to maintain a sound learning environment.

18.2. District Support of Employees

The District shall support its employees in their use of disciplinary measures consistent with District policy, rules, regulations, and this Agreement.

18.3. Copy of Parent/Student Handbook

Each employee shall be provided a copy of the building's student discipline policy.

18.4. Supervision/Discipline of Student by Teacher

Under most circumstances it is expected that acceptable pupil behavior will be achieved through use of appropriate methods by the employee supervising the pupils.

18.5. Exclusion of Students as Disciplinary Action

In accordance with RCW 28A.600.020 and other relevant regulations, a teacher may exclude from his/her classroom or activity area any student who creates a disruption of the educational process or is in violation of the building disciplinary standards while under the teacher's immediate supervision. In no event may an excluded student be returned to the instructional area during the balance of the class or activity without the consent of the teacher.

19. **TRANSFERS**

19.1. Voluntary Transfers

Vacancies shall be posted in each school building. The District shall provide an opportunity for an employee to apply for a transfer to another position. The superintendent shall be responsible for such decisions. Factors considered in transfers shall include, but are not limited to:

- A. The employee's background and preparation for the position;
- B. The instructional requirements and best interests of the district;
- C. The availability of other equally or better qualified applicants from within or outside the district;
- D. The desires and welfare of the applicant; and
- E. The staff member's length of service in the district and in the position presently held.

19.2. Transfers or Reassignments

Notice of an involuntary transfer or reassignment shall be given to the employees as soon as practical. Except in an emergency, such notice shall be given by the last regularly scheduled day of school.

When an involuntary transfer becomes necessary, decisions shall be based upon the employee's area of experience, training, length of service with the district, and any relevant state and federal statutes and regulations.

Opportunity shall be given for the employee to discuss the proposed transfer or reassignment with the superintendent. When the employee believes that the transfer or reassignment would be unjustified or unfair, he/she may appeal in compliance with established procedures.

An employee being transferred or reassigned may request assignment to a vacancy that has been announced and shall be given preference over other equally qualified applicants.

20. **COCURRICULAR SALARY SCHEDULE**

For the 2019-2021 school years the base rate on the cocurricular salary shall be reflected on the salary schedule (Appendix C).

21. **DURATION OF AGREEMENT**

21.1. Effective Dates

The agreement shall be effective as of the date of ratification and shall continue in effect until the 31st day of August 2021.

21.2. Expiration of Agreement

If pursuant to such negotiations, agreement on a successor agreement is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended a specific period or periods by mutual written agreement of the parties.

21.3. Openers and Dates for Future Negotiations

Negotiations between the parties on a successor agreement shall begin in May prior to the contract expiration date.

**CONDITIONS OF AGREEMENT**

This agreement may be reopened at any time by mutual consent of the parties.

Any state salary increase shall be passed through to members of the bargaining unit.

FOR THE DISTRICT

FOR THE ASSOCIATION

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\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_ DATED: \_\_\_\_\_

## APPENDIX A

### GRIEVANCE REPORT FORM

Grievance # School District Distribution

1. Superintendent
  2.  Supervisor
  3. Association
  4. Grievant
- (Submit to Supervisor in Duplicate)

Building      Assignment      Name of Grievant      Date Filed

#### *STEP I*

A.      Date cause of grievance occurred:

B.      1.a. Statement of grievance:

1.b. Provision of Bargaining Agreement alleged to have been violated:

2. Relief sought:

Signature of Grievant

Date

C.      Disposition by Supervisor/Principal:

Signature of Principal/Supervisor

Date

D.      Position of Association:

Signature

Date

*STEP II*

- A. Date received by Superintendent or Designee:
  
- B. Disposition by Superintendent or Designee:
  
  
- C. Position of Association:

Signature

Date

ARBITRATION

- A. Date submitted to Arbitration:
  
  
- B. Disposition and aware of Arbitrator:

Date

**Note: All provisions of Article of the Agreement dated , 20 will be strictly observed in the settlement of grievances.**



## Appendix B

### Salary Schedule Base 2019-2020

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+90 MA</b>	<b>MA+45</b>	<b>MA+90 Ph.D.</b>
1	45,566	46,933	48,341	49,791	51,285	52,823	54,408
2	47,496	48,921	50,389	51,901	53,458	55,061	56,713
3	49,509	50,994	52,524	54,100	55,723	57,395	59,116
4	51,607	53,155	54,750	56,392	58,084	59,826	61,621
5	53,793	55,407	57,070	58,782	60,545	62,361	64,232
6	56,073	57,755	59,488	61,272	63,110	65,004	66,954
7	58,449	60,202	62,008	63,869	65,785	67,758	69,791
8	60,925	62,753	64,636	66,575	68,572	70,629	72,748
9	63,507	65,412	67,374	69,396	71,478	73,622	75,831
10	66,198	68,184	70,229	72,336	74,506	76,741	79,044
11	69,003	71,073	73,205	75,401	77,663	79,993	82,393
12	71,926	74,084	76,307	78,596	80,954	83,383	85,884

## Salary Schedule Matrix for Certificated with 4 Supplemental Days 2019-20

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+90 MA</b>	<b>MA+45</b>	<b>MA+90 Ph.D.</b>
1	46,578	47,976	49,415	50,897	52,424	53,997	55,617
2	48,552	50,009	51,509	53,054	54,646	56,285	57,974
3	50,609	52,127	53,691	55,302	56,961	58,670	60,430
4	52,754	54,336	55,966	57,645	59,375	61,156	62,991
5	54,989	56,639	58,338	60,088	61,890	63,747	65,660
6	57,319	59,038	60,810	62,634	64,513	66,448	68,442
7	59,748	61,540	63,386	65,288	67,246	69,264	71,342
8	62,279	64,148	66,072	68,054	70,096	72,199	74,365
9	64,918	66,866	68,872	70,938	73,066	75,258	77,516
10	67,669	69,699	71,790	73,944	76,162	78,447	80,800
11	70,536	72,652	74,832	77,077	79,389	81,771	84,224
12 or more	73,525	75,731	78,003	80,343	82,753	85,235	87,793

# Appendix C

Mossyrock School District No. 206

## CO-CURRICULAR SALARY SCHEDULE

Certificated

2019-2021

4212.60  
Adjust  
this  
←-----  
number to

meet  
current

salary  
levels.

	A	B	C	D	E	F
1	4465 1.06	3370 .80	2738 .65	2317 .55	1854 .44	1432 .34
2	4718 1.12	3581 .85	2949 .70	2528 .60	2022 .48	1601 .38
3	4971 1.18	3791 .90	3159 .75	2738 .65	2191 .52	1769 .42
4	5224 1.24	4002 .95	3370 .80	2949 .70	2359 .56	1938 .46
5	5476 1.30	4213 1.00	3581 .85	3159 .75	2528 .60	2106 .50

**GROUP A**

**GROUP B**

Pep Band Director

**GROUP C**

**GROUP D**

HS Newspaper\*  
HS Annual Advisor\*  
Graduation Advisor

**GROUP E**

**GROUP E**

HS FBLA Advisor  
Outdoor Education Advisor\*\*  
High School Knowledge Bowl and  
Spelling Advisor  
Teacher  
Mentor

**GROUP G**

HS Play Director  
Asst. Outdoor  
Events Supervisor  
Jr High Knowledge Bowl

\*Outside School Day

\*\*Maximum 2 years experience; full pay 2 or 3 nights

\*\*\*During School Day

\*\*\*\*Maximum 2 years experience; 3 nights full pay, 2 nights 2/3s pay

\*\*\*\*\*Maximum 1 year experience

**APPENDIX D**

**Mossyrock School District No. 206**

**TRANSFER OF ILLNESS, INJURY AND EMERGENCY LEAVE**

TO: SICK LEAVE TRANSFER COMMITTEE
FROM: _____ (Please print)
RE: REQUEST TO TRANSFER ILLNESS, INJURY & EMERGENCY LEAVE

Under the provisions of Section \_\_\_\_\_ of the Collective Bargaining Agreement, I am requesting that you authorize transfer of illness, injury and emergency leave as follows:

To:

(Name of Beneficiary)

My assignment/location:

Signature      Date

**REQUEST GRANTED**

**NUMBER OF DAYS TRANSFERRED**

**REQUEST DENIED** because

**Distribution: Payroll, Beneficiary, Originating Employee**