



*Every Student Matters, Every Moment Counts*

**Morton School District #214**

***Home of the Timberwolves!***

PO Box 1219 ~ Morton, WA, 98356

p: 360-496-5300 ~ f: 360-496-5399

[www.morton.k12.wa.us](http://www.morton.k12.wa.us)

[f @MortonSchoolDistrict214](https://www.facebook.com/MortonSchoolDistrict214) ~ [t @MSD21214](https://twitter.com/MSD21214)

**Morton Jr/Sr High School**

152 Westlake Ave. ~ Morton, WA, 98356

p: 360-496-5137 ~ f: 360-496-6035

**Morton Elementary School**

400 Main Ave. ~ Morton, WA, 98356

p: 360-496-5143 ~ f: 360-496-0327

**Collective Bargaining Agreement**

**Between Morton School District and the Morton Education Association**

September 1st, 2022, through August 31st, 2025

**Table of Contents**

0 - Non-discrimination

1 - Administration of Agreement

2 - Conformity to Law

3 - Individual Employee Contracts

3.3 - Length of Contract

3.4 - Salary Schedule

3.9 - Supplemental Contracts

3.10 - Supplement Contract Days

3.11 - Co-curricular Contracts

4 - Leaves, Personnel, Professional

4.1 - Illness and Injury

4.2 - Emergency Leave

4.3 - Family Illness

4.4 - Bereavement

4.5 - Absences: Professional

4.6 - Personal Leave

4.7 - Birth or Adoption of a Child

4.8 - Professional Leave of Absence

4.9 - Leave of Absence: Service as an Elected Public Office Holder

4.10 - Leave Sharing

5 - Position Vacancies and Transfers

6 - Staff Reduction

7 - Payroll Deductions

8 - Other Deductions

9 - Association Rights

10 - Right to Join and Support Association

11 - Academic Freedom and Curriculum

12 - Right to Due Process

13 - Personnel File

14 - Staff Protection

*The Morton School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination: Title IX Coordinator/ADA Coordinator/Civil Rights Compliance Coordinator and Superintendent John Hannah, 152 Westlake Avenue, Morton, WA, 98356, 360-496-5300, [jhannah@morton.k12.wa.us](mailto:jhannah@morton.k12.wa.us), or Section 504 Coordinator Becky Brooks, 152 Westlake Avenue, Morton, WA, 98356, 360-496-5137, [bbrooks@morton.k12.wa.us](mailto:bbrooks@morton.k12.wa.us).*

[15 - Other Terms and Conditions of Employment](#)

[15.1 - Evaluation of Teachers](#)

[15.1.12 - Evaluation Procedures](#)

[15.1.13 - Provisional Staff](#)

[15.1.14 - Evaluation of Staff on Probation \(Non-provisional\)](#)

[15.1.15 - Non-renewal, Adverse Action, and Discharge](#)

[15.1.16 - Evaluation fo Support Staff](#)

[15.2 - Work Day](#)

[16 - Payments, Warrants](#)

[16.5.6 - Sick-Leave Buyback](#)

[16.6 - Calendar](#)

[17 - Certificated Employee Facilities](#)

[18 - Grievance Procedure](#)

[18.2 - Procedure for Processing Grievances](#)

[18.2.1 - Immediate Supervisor - Step 1](#)

[18.2.2 - Superintendent - Step 2](#)

[18.2.3 - Arbitration - Step 3](#)

[19 - Student Discipline](#)

[20 - Status of Agreement](#)

[21 - Management Rights](#)

[22 - Substitutes](#)

[23 - Compliance with State Law](#)

[24 - Duration and Signature Page](#)

## **Article 0 - Non-Discrimination**

**Section 0.1** The parties shall not discriminate against any employee on the basis of race, ethnicity, religion, creed, national origin, age, gender, marital status, sexual orientation including gender expression or identity, gender, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability or as otherwise provided by the American with Disabilities Act (ADA) and/or the Age Discrimination in Employment Act (ADEA).

## **Article 1 - Administration of Agreement**

**Section 1.1** The District hereby recognizes the Morton Education Association as the sole and exclusive collective bargaining representative for all contracted non-supervisory certificated employees and non-supervisory certificated employees on leave by Board action.

**Section 1.2** Such representation shall exclude the Superintendent, principals, and such confidential employees and supervisors as defined in RCW 41.59.

**Section 1.3** Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural.

## **Article 2 - Conformity to Law**

**Section 2.1** If any provision of this Agreement should be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect. Any such provision of this Agreement having been found contrary to law but which subsequently becomes legal during the life of this Agreement shall take immediate effect upon the enactment of such legislation.

**Section 2.2** If any provision of this agreement should be found contrary to law pursuant to Art. II, Section A, the District and the Association shall meet to bargain any applicable impact.

## **Article 3 - Individual Employee Contracts**

**Section 3.1** The employer shall issue to each employee a contract in conformity with Washington State Law, State Board of Education regulations, and this Agreement.

**Section 3.2** Copies of Individual Contracts: Employees will receive a copy of their contract via DocuSign for signature and placed in the individual employee's personnel file.

**Section 3.3** Length of Contract: The total length of the employee's individual contract shall be one hundred eighty-nine (189) days. The one hundred eighty-nine (189) days include the professional responsibilities of staff, which are detailed below:

**Section 3.3.1** Scheduled Days: The District will schedule one hundred eighty-three (183) days as follows:

1. Two (2) days before the start of school.
2. One hundred eighty (180) days of school.
3. One (1) on the October in-service day as indicated on the District calendar.

**Section 3.3.2** Non-scheduled Days: The staff will complete six (6) days of non-scheduled, employee-directed time for the list of otherwise required professional responsibilities below:

1. Preparation of local, state, and federal documents;
2. Preparing classrooms;
3. Lesson planning;
4. Participation in IEP and/or 504 meetings;
5. Creating and reviewing reports;
6. Grading;
7. Conferences;
8. Open house;

9. Evaluation prep;
10. Checking out at the end of the school year; and,
11. Other work-related activities

**Section 3.4** Bargaining unit members will be placed on the salary schedule in accordance with WAC 392-121-264 and WAC 181-85-030. The salary schedule for staff on a one hundred eighty-nine (189) day contract:

Years	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 or PHD
0	\$51,250	\$53,250	\$55,250	\$57,250	\$59,250	\$62,250	\$65,250	\$68,250
1	\$52,250	\$54,250	\$56,250	\$58,250	\$60,250	\$63,250	\$66,250	\$69,250
2	\$53,250	\$55,250	\$57,250	\$59,250	\$61,250	\$64,250	\$67,250	\$70,250
3	\$54,450	\$56,450	\$58,450	\$60,450	\$62,450	\$65,450	\$68,450	\$71,450
4	\$55,650	\$57,650	\$59,650	\$61,650	\$63,650	\$66,650	\$69,650	\$72,650
5	\$57,050	\$59,050	\$61,050	\$63,050	\$65,050	\$68,050	\$71,050	\$74,050
6	\$57,050	\$60,450	\$62,450	\$64,450	\$66,450	\$69,450	\$72,450	\$75,450
7	\$57,050	\$60,450	\$64,050	\$66,050	\$68,050	\$71,050	\$74,050	\$77,050
8	\$57,050	\$60,450	\$65,650	\$67,650	\$69,650	\$72,650	\$75,650	\$78,650
9	\$57,050	\$60,450	\$65,650	\$69,450	\$71,450	\$74,450	\$77,450	\$80,450
10	\$57,050	\$60,450	\$65,650	\$71,250	\$73,250	\$76,250	\$79,250	\$82,250
11	\$57,050	\$60,450	\$65,650	\$71,250	\$75,250	\$78,250	\$81,250	\$84,250
12	\$57,050	\$60,450	\$65,650	\$71,250	\$77,250	\$80,250	\$83,250	\$86,250
13	\$57,050	\$60,450	\$65,650	\$71,250	\$79,450	\$82,450	\$85,450	\$88,450
14	\$57,050	\$60,450	\$65,650	\$71,250	\$81,650	\$84,650	\$87,650	\$90,650
15	\$57,050	\$60,450	\$65,650	\$71,250	\$84,050	\$87,050	\$90,050	\$93,050
16+	\$57,050	\$60,450	\$65,650	\$71,250	\$86,650	\$89,650	\$92,650	\$98,450

**Section 3.5** The salary schedule above is updated each year by the Implicit Price Deflator (IPD), the same which is used by the legislature to provide a cost of living increase to certificated staff. If the legislature uses a different resource to determine a cost of living increase the above salary schedule will use the same resource.

**Section 3.6** The cost of living increase which is calculated by multiplying the IPD and BA+90, year 11 from the preceding year, will be rounded to the nearest fifty (\$50) dollars, then added to every cell in the salary schedule for the current school year.

**Section 3.7** After applying the IPD to all cells it may be possible that BA, year 5 is not 10% higher than BA, year 0 which is required by law. If this occurs then BA, year 5 is increased by increments of \$50 until it exceeds 10% of BA, year 0.

**Section 3.8** Extended Contracts: Any employee contracted for days in excess of or in addition to one hundred eighty (189) days plus additional state-required days, shall receive additional compensation based on a 1/189 full per diem of the employee's regular contracted base rate of pay.

**Section 3.9** Supplemental Contracts: There shall be a Supplemental Contract for the co-curricular and supplemental assignments. Appointments to co-curricular, special, and supplemental assignments shall be for one (1) year and shall be consistent with statutory provisions; specifically that the supplementary contract is not a continuing contract.

**Section 3.9.1** No employee shall be required, as part of his/her contracted responsibilities, to perform co-curricular duties. In the event an employee should fail to fulfill the terms of the co-curricular contract, the amount of financial remuneration paid in advance shall be deducted from the employee's paycheck at the same rate the employee received the financial remuneration.

**Section 3.9.2** The assignment may or may not be renewed for the subsequent year. Renewal of the supplemental contract shall be made upon a yearly assessment of the effectiveness of the employee. The teaching contract status

of a certificated employee shall not be affected by the performance of the co-curricular or supplemental employment.

**Section 3.9.3** The employer agrees to approve the appointments to co-curricular and supplemental assignments for fall and winter positions by June 1st and Spring positions by December 1st, except in unforeseen circumstances.

**Section 3.10** Supplemental Contracts: Employees who are subject to the supplemental contracts listed below shall schedule each additional day with their Principal. Employees must complete the district's additional timesheet and turn it in by the fifth (5<sup>th</sup>) of the following month for reimbursement:

Position/Assignment	Additional Days (Paid at per diem)
CTE	4
Special Education	7
K12 Counselor	10
WaKIDS Teacher(s)	4

**Section 3.11** Co-curricular Contracts: The following co-curricular positions are paid as a stipend position, paid out over 12 months of a contract. Staff are only eligible to apply for these yearly positions if the co-curricular positions are part of their classroom program.

**Section 3.11.1** Staff will be paid a proportional stipend if their teaching portion is less than 1.0 FTE.

**Section 3.11.2** Co-curricular positions and corresponding stipends are listed below:

Positions	Stipend
CTSO Advisors	\$1,500
Pep Band Director	\$4,500

#### **Article 4 - Leaves, Personal, Professional**

##### **Section 4.1** Illness and Injury

**Section 4.1.1** The District shall provide each regular full-time employee twelve (12) days of leave annually for illness or injury. Unused illness or injury leave shall accumulate up to the number of contract days as per RCW 28A.400.300((2)e).

**Section 4.1.2** Every employee holding a regular part-time position shall accrue such leave with pay in proportion as his or her part-time service bears to full-time service.

**Section 4.1.3** The intent of leave for illness or injury (RCW 28A.58.100) is to make it possible for employees to be absent. Any abuse of this leave provision may be subject to disciplinary action in compliance with Article XIV, Right to Due Process.

**Section 4.1.4** Said leave may be used for medical, dental, or eye appointments when absence during working hours for this purpose is authorized in advance by the supervisor, if appropriate. In any instance involving the use of a fraction of a day's leave, the minimum charge to the employee's leave account shall be the one-half day. The employee may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the Superintendent or his/her designee after four (4) consecutive days or if total leave for the school year exceeds twelve (12) days.

**Section 4.1.4.1** When an employee will be absent from work due to illness, he/she shall give notice to the principal or the person designated by the Superintendent to receive such notice no later than 6:00 am of the first day of the illness. If the absence may be for consecutive days, the District should be notified of the probable date of return.

**Section 4.1.4.2** An employee returning from any illness, whether or not leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the District in order to establish medical fitness for the duties of the position before returning to work.

##### **Section 4.2** Emergency Leave

**Section 4.2.1** Emergency leave may be granted for no more than 5 days per year and may be taken in the case of emergencies as defined in the following: An emergency arises out of unforeseen and unexpected circumstances which create an air of crisis or extreme need.

**Section 4.2.2** Family Emergency Leaves

**Section 4.2.2.1** The board recognizes that the demands of the workplace and of families need to be balanced to promote family stability and economic security for school District employees in a manner consistent with this policy and other relevant District policies.

**Section 4.2.2.2** Unless otherwise stated, any leave used 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.

**Section 4.2.2.3** Domestic Violence Leave: The District shall allow victims of domestic violence, sexual assault, or stalking and family members of victims to take reasonable leave from work, intermittent leave, or leave on a reduced leave schedule. The leave may be sick leave, other accrued leave, or leave without pay. Family member includes a child, spouse, parent, parent-in-law, grandparents, or an individual with whom the victim has a dating relationship. The employee shall provide advance notice of their intent to take leave. If advance notice is not possible due to an emergency, notice should be provided no later than the end of the first day that the employee takes the leave.

**Section 4.2.2.4** Military Caregiver Leave: An employee who is the spouse, son or daughter, the parent, or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty-six (26) weeks of unpaid leave in a 12- month period to care for the service member.

### **Section 4.3 Family Illness**

**Section 4.3.1** Staff members may use accrued sick leave or other accrued leave, at the employee's choice, to care for a child, spouse, parent, parent-in-law, grandparent, and grandchild of the employee who has a serious health condition or an emergency condition. Other family members may be included with the approval of the Superintendent or his/her designee. The District may require a signed statement from a licensed medical practitioner to verify the need for treatment, care, or supervision for any absence that exceeds five (5) consecutive days.

### **Section 4.4 Bereavement**

**Section 4.4.1** Leave will be granted based on up to five (5) days total per incident for bereavement in the immediate/stepfamily (spouse, child, mother, father, sister or brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother, and grandchild). These days are noncumulative and nontransferable at full salary.

**Section 4.4.2** The District will allow one-day bereavement leave in the case of the death of any of the following family members: uncle, aunt, nephew, or niece. Bereavement shall be in addition to sick leave. Staff may request up to five (5) days of bereavement leave through their immediate supervisor or superintendent.

### **Section 4.5 Absences - Professional**

**Section 4.5.1** The Board recognizes that travel by District employees is necessary in the case of school officials' attendance at meetings where official school business is involved and desirable when certain educational conferences provide employees with opportunities to keep abreast of the latest developments and trends in the fields of school District organization, operation, and instruction.

**Section 4.5.2** All expense claims must have prior approval from the Board of Directors and the Superintendent of schools.

**Section 4.5.3** Staff representatives may be released to attend a limited number of scheduled meetings and conventions recommended by the Superintendent and authorized by the Board. The District shall pay actual documented expenses. Such leave shall be with full pay.

### **Section 4.6 Personal Leave**

**Section 4.6.1** Leave will be granted for up to three (3) days annually at regular pay for situations that require absence during school hours. No more than one (1) teacher may be absent from any building on any day, under such leave unless circumstances allow for more. Leave will not be granted during the first and last week of the school year except for emergency situations, which must meet the approval of the Superintendent or designee. Personal leave may be used to extend one of the three scheduled vacations (Thanksgiving, Christmas, Spring Vacation). Only two certificated staff from each building may make applications for such leave. Application for such leave shall be made at least 48 hours prior to taking such leave unless it is for emergency purposes.

**Section 4.6.1.1** In the latter instance, approval of such leave will be sought immediately upon return to work.

**Section 4.6.2** Personal leave will be granted to the first staff member requesting the specific day based on substitute availability. If two or more staff members submit the requests at the exact same time, the employee with the most District seniority will receive the leave.

**Section 4.6.3** Personal Leave can be used by any certified staff employee for situations, which involve personal hardships.

**Section 4.6.4** Unused personal days will be compensated at 100% of the current daily sub rate not to exceed three (3) days per year, non-cumulative, to be paid in the July warrants. Certificated staff members may roll over two (2) unused personal days from one year to the next, as long as the total number of personal days does not exceed five (5) in any one school year. Notification to roll over an unused personal day must be made prior to the last certificated workday, which is the last required day in June. Certificated staff members who have more than three (3) personal days are not able to use more than three (3) personal days consecutively.

**Section 4.6.5** Application shall be completed on the form provided by the District office, or by email notification to the Business Manager.

**Section 4.6.5.1** Jury/Subpoena Duty: Leave will be granted to staff members to serve as jurors. Regular salary will be paid but court pay must be reimbursed to the District.

**Section 4.6.5.2** Absence, Health, and Hardships: Leave of absence without salary may be granted by the Board for a period not to exceed one year, on account of illness or health, or personal hardship.

**Section 4.6.5.3** Military Leave

**Section 4.6.5.3.1** Leave of absence will be granted when required by law. While on leave, the Association member shall retain seniority as though employment has been continuous in the District.

**Section 4.6.5.3.2** Upon return, the employee shall be assigned the same position he/she previously held if it was reasonably possible to reserve the position for him/her; otherwise, he/she will be assigned an equivalent position.

#### **Section 4.6** Birth or Adoption of a Child

**Section 4.6.1** The District shall grant leave upon the same terms to employees upon the birth or adoption of the employee's child as provided in the FMLA and Washington Family Leave Act. Leave shall be granted upon the same terms to employees who become adoptive parents or stepparents, at the time of birth or initial placement for adoption of a child, as is available to employees who become biological parents. Such leave is available only when the child lives in the employee's household at the time of birth or initial placement.

**Section 4.6.2** Employee requests for leave of absence due to birth or initial placement for adoption of a child shall be submitted in writing to the Superintendent not less than 30 days prior to the beginning date of the leave. The notice shall include the approximate beginning and ending dates for the leave requested.

**Section 4.7.3** An extended unpaid leave of absence for a period up to the beginning of the next school term or school year may be approved at the discretion of the Superintendent based upon consideration of educational program needs and the desires of the staff member, together with any recommendation of professionals such as medical practitioners or counselors regarding the leave request.

**Section 4.6.4** Refer to RCW 49.78.220/RCW 49.78.260 Entitlement to Leave.

**Section 4.7** Professional Leave of Absence: Leaves of absence without salary may be granted for a period not to exceed one (1) year, subject to renewal for a second year. Applications are due in the Superintendent's office by April 1st of any year. However, the School Board may want to entertain applications made at any time.

#### **Section 4.8** Leave of Absence: Service as an Elected Public Office Holder

**Section 4.8.1** Certified employees are encouraged to exercise their rights in a full range of citizenship activities. A successful candidate to a public elective office, which would require absence from his/her normal certificated employee contractual obligations, will be granted leave without salary.

**Section 4.8.2** When a leave period overlaps more than one contractual year, the normal increments will be allowed.

**Section 4.9** Leave Sharing: The District shall maintain a leave-sharing program pursuant to RCW 28A.400.380.

### **Article 5 - Position Vacancies and Transfers**

**Section 5.1** A vacancy shall be defined as a position that is new or not filled and requires a current teaching certificate.

**Section 5.2** A tentative schedule of teaching assignments shall be presented to returning staff prior to June 15th.

**Section 5.3** Open positions will be posted for, at minimum, five (5) business days before they are closed. All open positions will be posted on the district website and emailed to all staff at or near the time it is posted online.

**Section 5.4** Employees may submit a letter of intent to the District with their desire to be considered for a transfer or open position within the District. Employees shall submit separate letters of intent for each position they apply for.



Letters of intent shall be directed to the appropriate supervisor. Those employees who have expressed an interest in the position will be guaranteed an interview. A written explanation will be provided if the employee does not get the open position.

**Section 5.5** Staff who are transferred involuntarily will be notified by their supervisor as soon as reasonably possible. Staff who are involuntarily transferred have the right to have a meeting with their supervisor to discuss the transfer and the reasons thereof. Staff who are involuntarily transferred may if they desire to do so, request a transfer to another position.

**Section 5.6** A certificated employee transferred or reassigned shall be placed only in a position that does not involve a reduction in basic contracted salary.

## **Article 6 - Staff Reduction**

**Section 6.1** When it becomes necessary to reduce staff as determined by the Superintendent, due to budget difficulties, drop in student enrollment, or other economic concerns, the Superintendent may recommend a Reduction in Force and shall use the following criteria:

**Section 6.1.1** The District will notify the Association of the number of full-time equivalent (FTE) staff members that are needed for the next school year by May 10th, and notify of a potential reduction in force by May 15th.

**Section 6.1.2** The District will determine the number of staff leaving for reasons of retirement, normal resignations, leave discharge, or nonrenewal, and these vacancies will be filled with the existing staff insofar as possible.

**Section 6.1.3** Positions will be filled by those fully certified teachers within the District.

**Section 6.1.4** Any staff member who wishes to appeal a decision of nonrenewal due to staff reduction based on the above criteria shall appeal to the School Board and then if needed, be heard by a hearing officer, as provided by statute, whose decision shall be final.

**Section 6.1.5** For a period of two years, personnel involved in staff reduction shall be given first consideration for rehiring when vacancies occur. These employees shall remain on the seniority list until they accept a teaching position with another District, or the period of two years expires.

**Section 6.1.6** Vacancies will be filled first by endorsement, then by seniority.

**Section 6.1.7** A list of current seniority will be determined by, in this order:

1. Seniority in Washington State
2. Seniority in District
3. Total teaching experience

**Section 6.1.8** The seniority list will be updated as vacancies occur. The seniority list is kept up to date and posted online.

## **Article 7 - Payroll Deductions**

### **Section 7.1** Deductions

**Section 7.1.1** Deductions will be made from regular certified employee's warrants according to governing laws (retirement, OASI, Federal Income Tax) and when requested by the individual, for those programs recommended by the Association and authorized by the Board of Directors, including, but not limited to, medical, salary protection, and professional dues.

**Section 7.1.2** Any certificated employee who is a member of the Association, or who has applied for membership, may sign and deliver an authorization form to the Association. Such membership authorization shall continue in effect from year to year until revoked by the employee.

**Section 7.1.3** At the end of the first week of the school year, the Association shall give written notice to the Board of the dollar amount of dues, not to include fines, and assessments of the Association including the National Education Association, which dues and assessments are to be deducted in the coming school year under the payroll deduction provision of this Agreement. The total for these deductions shall not be subject to change during the school year.

**Section 7.1.3.1** The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Teacher's who commence employment after September or terminate employment before August shall have their deductions prorated at one-twelfth (1/12th) of the total annual amount for each month the teacher is employed. The Board



agrees promptly to remit directly to the APA-Blue Cross all monies so deducted, accompanied by a list of teachers from whom the deduction has been made.

**Section 7.1.3.2** The Association agrees to reimburse any teacher from whose pay dues fees were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association actually received the excessive amount.

**Section 7.1.3.2.1** Membership Dues: Within ten (10) days of their commencement of employment, teachers may sign and deliver to the Board dues deduction form which shall authorize the deduction of membership dues and assessments, not to include fines, of the Association. Such authorization shall continue in effect unless the teacher submits a written revocation to the District and the Morton Education Association.

**Section 7.2** Dues APA Cancellation: The Association will submit to the District notices of dues cancellation, in writing, no later than September 10 and will hold the District harmless.

## **Article 8 - Other Deductions**

**Section 8.1** Upon appropriate written authorization from a certificated employee, the Board shall deduct from the salary of any employee and make the appropriate remittance for WEA-PAC, NEA-PAC, annuities, credit union, charitable donations, or any other programs that the District's bookkeeping system can accommodate. This must be done on an annual basis.

## **Article 9 - Association Rights**

**Section 9.1** The Association and its representatives may use District buildings rent-free for meetings in accordance with Board policy.

**Section 9.2** The Association shall have the exclusive right to post notices of the Association's activities and business matters on one designated bulletin board within the faculty workroom of each building in the District. Such notices are to carry the signature of the Association officer posting the notice.

**Section 9.3** The Association may use the District mail service and teacher mailboxes for communication purposes but the District shall have no responsibility for distributing such materials.

**Section 9.4** The Board shall make available all public information concerning the financial resources of the District.

**Section 9.5** In the conduct of the legitimate business of the Association, its President, Chief Negotiator, or Association Representative may require building visitations with teachers from time to time. The Board, therefore, acknowledges that such visitations will be permitted, provided that no disruption of the teaching program occurs. Appropriate leave request forms must be completed and approved prior to any out-of-District visitations.

**Section 9.6** The Association shall pay for copies made on District equipment at a rate that is equal to that of any member of the public.

**Section 9.6.1** The District will pay for three (3) printed and signed copies of the CBA, memorandums of understanding, and will make all signed copies available online.

**Section 9.7** Association members are encouraged to pursue leadership positions in the field of education, the Washington Education Association, and the National Education Association. There will be a total of fifteen (15) days afforded to the MEA union to use at their discretion as long as their substitutes are funded by those professional organizations.

**Section 9.8** Upon request by either party, the District and Association will meet to discuss issues directly related to the implementation of this agreement.

## **Article 10 - Right to Join and Support Association**

**Section 10.1** The parties agree that every certificated employee shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiations or refraining from such activities. They agree that they will not directly or indirectly discourage or deprive or coerce any certificated employee in the enjoyment of any rights conferred or protected by the statutes and constitutions of the State of Washington and the United States; that they will not discriminate against any certificated employee with respect to any terms or conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation or his/her refusal to participate in any grievances, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

**Section 10.2** All employees shall be provided the opportunity to join the Association. The District will follow the law pertaining to access to new employees as stated in RCW 41.56.037.

#### **Article 11 - Academic Freedom and Curriculum**

**Section 11.1** No special limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning branches of learning provided that the employee adheres to the curriculum and written policy established by the employer.

**Section 11.2** These responsibilities include a commitment to democratic tradition, a concern for the welfare, growth, and development of children, and an insistence upon objective scholarship.

**Section 11.3** No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis, by means of which a person shall be able to listen to or record the procedures in any class without the employee's knowledge.

**Section 11.4** The District will provide sufficient core instructional materials when adopted by the Board and in accordance with Board Policy 2020.

**Section 11.5** If an employee chooses to purchase additional supplies, the District shall reimburse those costs up to one hundred (\$100) dollars per year. Additional costs may be reimbursed with the prior approval of the Superintendent or his/her designee.

#### **Article 12 - Right to Due Process**

**Section 12.1** No certificated employee shall be reprimanded or disciplined without sufficient and just cause. The specific grounds forming the basis for disciplinary action shall be made available to the employee and the Association in writing, unless the employee specifically requests the Association not be informed.

**Section 12.2** A certificated employee shall have the right to have no more than two (2) representatives of the Association present when he/she is being formally reprimanded, warned, disciplined, or adversely affected for any infraction of rules or delinquency in professional performance if that action may affect his/her current employment status. When such a request for representation is made, no action shall be taken with respect to the certificated employee until such representation of the Association is present; however, any delay to obtain a representative shall not exceed two working days. All information forming the basis for such reprimand, warning, discipline, or adverse effect shall be made available to the teacher and the Association.

**Section 12.3** A process of progressive discipline shall be used, except in cases where the administration determines that the severity of the employee's actions or the gravity of the problem warrants a different level of discipline. Progressive discipline includes an oral warning, written reprimand, or suspension as appropriate to the infraction. Employees formally disciplined by written reprimand or suspension with pay shall receive written notice of the grounds for such disciplinary action.

#### **Article 13 - Personnel File**

**Section 13.1** Certificated employees shall, upon request, have the right to inspect all contents of their permanent personnel file kept with the District. Upon written request, a copy at the employee's expense, of any documents contained therein shall be afforded to the employee. No secret, duplicate, alternate, or other personnel files shall be kept anywhere in the District except that administrators may keep individual working files as necessary for personnel, administration, and evaluation.

**Section 13.2** A witness, at the certificated employee's request, may be present in this review. The Superintendent or his/her designee will be present during the examination, which will be conducted during normal business hours.

**Section 13.3** Each certificated employee's personnel file shall contain the following minimum items of information: required medical information, certificated employee's evaluation reports, copies of annual contracts, teaching certificates, and transcripts of academic records.

**Section 13.4** The placement of any materials of all information contained in confidential professional placement files, in the individual employee's permanent personnel file and the general nature thereof, shall be communicated to the employee within ten (10) working days of its placement in the permanent personnel file. Notification of derogatory material will be made by registered mail or hand-delivered by the Superintendent or his/her designee.

**Section 13.4.1** In the event that such notice is not timely given, the specific negative information shall not be allowed as evidence of disciplinary action against the employee.

**Section 13.5** Citizen Complaint and Procedures: When a written, signed and dated citizen complaint is made with the School District, the employee(s) shall be notified of the complaint against the employee and its source within five (5) working days.

**Section 13.6** No evaluation, correspondence, or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own comments within fifteen (15) working days. These comments shall become a part of the original document.

#### **Article 14 - Staff Protection**

**Section 14.1** Employee liability protection insurance for the purpose of protecting District employees from becoming liable for bodily injury or property damage due to circumstances related to their employment.

**Section 14.1.1** Liability limit coverage for each employee shall not be less than \$1,000,000.

**Section 14.1.2** In the event any insurance carrier for the District, under the terms of this provision, is caused to legally satisfy any lawsuit or legal claim against any employee, such carrier is precluded from seeking legal recourse against any such employee by way of legal subrogation, assignment of claim or other legal means of redress.

**Section 14.2** Loss of employee personal property is subject to a \$1,000.00 deductible. All personal property brought into the school requires prior approval by the building administrator.

**Section 14.3** All insurance coverage is limited and subject to the insurance contract and decisions. An employee may not claim damages from the District in addition to or in lieu of the insured coverage, decision, or settlement.

#### **Article 15 - Other Terms Conditions of Employment**

##### **Section 15.1** Evaluation of Teachers

**Section 15.1.1** The purpose of the evaluation system is to provide a performance review through employee and evaluator discussion based on observed professional practices. Evaluation of certificated employees is established under RCW 28A.405.100.

**Section 15.1.2** 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.

**Section 15.1.3** The parties have agreed to use the Danielson evidence-based instructional framework as approved by OSPI. The complete OSPI instructional framework can be located:

<http://www.k12.wa.us/TPEP/Frameworks/Danielson.aspx>

**Section 15.1.4** A four-level rating system is used to evaluate certificated staff on the above criteria:

- Unsatisfactory (1 point)
- Basic (2 points)
- Proficient (3 points)
- Distinguished (4 points)

**Section 15.1.5** Preponderance of evidence is used to determine the summative performance ratings. The preponderance of evidence means the trend in ratings over the course of the evaluation period.

**Section 15.1.6** The cumulative point total for each of the 8 criteria will be used to determine the final rating based on the scale below: (WAC 392-191A-080):

- 8-14 points— Unsatisfactory
- 15-21 points—Basic
- 22-28 points—Proficient

- 29-32 points—Distinguished

**Section 15.1.7** The final rating may be adjusted using the five (5) cumulative student growth scores embedded in the instructional framework:

- Two (2) in criterion 3 (SG3.1, SG3.2)
- Two (2) in criterion 6 (SG6.1, SG6.2)
- One (1) in criterion 8 (SG8.1)

**Section 15.1.8** The cumulative student growth scores use the following scale:

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

**Section 15.1.9** The impacts of student growth scores are the following:

- A student growth score of "1" in any of the student growth components will result in an overall low rating.
- An overall low student growth rating requires a student growth inquiry pursuant to WAC 392-191A-0190.
- A preliminary rating of distinguished, with a low student growth rating, will receive an overall proficient rating.

**Section 15.1.10** Evaluation Parameters

**Section 15.1.10.1** 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.

**Section 15.1.10.2** As per WAC 181-82-110 (1) (b), no teacher shall be "subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments".

**Section 15.1.10.2** No hearsay or unsubstantiated complaints against an employee shall be included in any documentation pertaining to each evaluation. All classroom teachers shall be evaluated each school year by their principal. In the event that circumstances prevent the principal from completing an observation or an evaluation, his or her designee may do so with the approval of the Superintendent. The principal or designee is referred to herein as the "evaluator."

**Section 15.1.10.3** If an employee is assigned to two schools, the evaluator of the school to which the employee is assigned the greater part of the time shall be responsible for the employee's overall evaluation.

**Section 15.1.10.4** Except in cases of emergencies or unforeseeable circumstances, formal observations shall not be scheduled less than four (4) weeks apart except at the request of the teacher in order to allow for conferencing and growth.

**Section 15.1.10.5** During probationary periods formal observations shall not be scheduled less than two (2) weeks apart, except by teacher/evaluator agreement.

**Section 15.1.10.6** Only the final summative evaluation, along with any comments submitted by the teacher, shall be kept in the personnel files.

**Section 15.1.10.7** Electronic signatures may be used for exchanging and signing documents as long as both the teacher and evaluator mutually agree.

**Section 15.1.11** Evaluation Types: Washington State law dictates that we have two types of evaluations:

**Section 15.1.11.1** Comprehensive

- Covers all eight (8) criteria
- Covers all five (5) student growth components
- Required for all provisional and probationary staff
- Required for all staff who received a summative evaluation performance rating of level one (1) or two (2) for the previous school year
- Required once every six (6) years for continuing staff

**Section 15.1.11.2** Focus

- Covers one (1) criterion
- Covers two (2) student growth components
- Only allowed for continuing staff
- Staff may move from a focus to a comprehensive evaluation at the request of the certificated staff member or the direction of the evaluator

**Section 15.1.12** Evaluation Procedures: There are three components to the evaluation procedure:

- Goal Setting
- Observations
- Summative Evaluation

**Section 15.1.12.1** Goal Setting: Each certificated staff member must submit student growth goals in the three (3) criteria (SG3.1, SG6.1, SG8.1) required by law and produce results (SG3.2 and SG6.2):

- Criterion 3 (SG3.1, SG3.2)
- Criterion 6 (SG6.1, SG6.2)
- Criterion 8 (SG8.1)

**Section 15.1.12.1.1** The exception to the above statement is for staff on a focused evaluation. Staff on a focused evaluation must submit one (1) student growth goal which is approved by their evaluator. The list below shows which student growth goal is required or optional based on the criterion chosen:

- Criterion 1 – Choose between SG3.1/SG3.2 or SG6.1/SG6.2
- Criterion 2 – Choose between SG3.1/SG3.2 or SG6.1/SG6.2
- Criterion 3 – SG3.1/SG3.2 is required
- Criterion 4 – Choose between SG3.1/SG3.2 or SG6.1/SG6.2
- Criterion 5 – Choose between SG3.1/SG3.2 or SG6.1/SG6.2
- Criterion 6 – SG6.1/SG6.2 is required
- Criterion 7 – Choose between SG3.1/SG3.2 or SG6.1/SG6.2
- Criterion 8 – SG8.1 is required

**Section 15.1.12.1.2** Student growth goals have multiple expectations within them. Staff who use E4 from the district strategic plan will have their SG3.1, SG6.1, and/or SG8.1 scored as distinguished based on the following conditions:

- Addressing those not reaching full potential: E4 was created specifically to determine who is not reaching their full potential, used to identify the need for intervention and to track progress.
- Student/Family Involvement: Staff will use conferences to communicate and involve students and their families in a student's progress towards reaching their full potential.
- Critical Standard: Reading and mathematics are identified as critical components of all student's academic skills.
- Cognitive/Emotional Engagement: Through students' success in these academic skills students will be better prepared to work on the cognitive/emotional engagement in classes.

**Section 15.1.12.1.3** Certificated staff, or the evaluator, may request a goal-setting meeting to discuss student growth goals. Staff who do not inform their evaluator by the last business day of September of their choice will have a district strategic plan goal assigned to either criterion 3 or 6.

**Section 15.1.12.2** Observations: There are two forms of observations in the evaluation procedure, which must equal at least sixty (60) minutes in total. Unless you are a provisional employee in your third year then observation time must be at least ninety (90) minutes in total.

**Section 15.1.12.2.1** Formal Observations

- There must be two formal observations in each evaluation cycle.
- No formal observation may be less than fifteen (15) minutes.
- Formal observations begin with a pre-observation meeting.
- Within five (5) days of the pre-observation meeting, the observation will take place. The five (5) day deadline may be moved by mutual agreement of the certificated staff member and the evaluator.
- Within five (5) days of the observation, the post-observation meeting will take place. The five (5) day deadline may be moved by mutual agreement of the certificated staff member and the evaluator.

**Section 15.1.12.2.2** Drop-in Observations

- There is no required number of drop-in observations.
- No drop-in observation may be less than fifteen (15) minutes.
- Within five (5) days of the observation, the post-observation meeting will take place. The five (5) day deadline may be moved by mutual agreement of the certificated staff member and the evaluator.

**Section 15.1.12.3** Pre-Observation Meeting:

- For the pre-observation meeting certificated staff will have an opportunity to provide information to their evaluator.
- A suggested list of topics, comments, or documents is provided to guide staff, as seen below:

During the pre-observation meeting, be prepared to discuss the following items about the lesson to be observed. You may choose to submit documents or a narrative in support of the items below:	
<ul style="list-style-type: none"> <li>• How does the lesson fit in with the current unit or pacing guide?</li> </ul>	<ul style="list-style-type: none"> <li>• Briefly describe the students in the class, including those with special needs.</li> </ul>
<ul style="list-style-type: none"> <li>• What are the learning outcomes for this lesson?</li> </ul>	<ul style="list-style-type: none"> <li>• How will students be engaged during the lesson?</li> </ul>
<ul style="list-style-type: none"> <li>• What grouping strategies will be used?</li> </ul>	<ul style="list-style-type: none"> <li>• What materials will be used, distributed during the lesson?</li> </ul>
<ul style="list-style-type: none"> <li>• How will you differentiate instruction?</li> </ul>	<ul style="list-style-type: none"> <li>• What information do you believe the evaluator needs to know prior to coming in?</li> </ul>
<ul style="list-style-type: none"> <li>• How will student performance impact your instruction?</li> </ul>	<ul style="list-style-type: none"> <li>• What would you like your evaluator to look for specifically?</li> </ul>
<ul style="list-style-type: none"> <li>• Upload a lesson plan</li> </ul>	<ul style="list-style-type: none"> <li>• Upload documents, worksheets, student data</li> </ul>

#### **Section 15.1.12.4 Observation**

- Teachers are made aware of both formal observation times through communication with their evaluator.
- During any visit by the evaluator to a classroom, including a drop-in observation, the evaluator may state their purpose, or the teacher may inquire.
- Following an observation, staff will have an opportunity to add commentary to the evaluation form prior to the post-observation meeting.

#### **Section 15.1.12.5 Post-Observation Meeting**

- For the post-observation meeting certificated staff will have an opportunity to provide information to their evaluator.
- A suggested list of topics, comments, or documents is provided to guide staff, as seen below:

During the post-observation meeting, be prepared to discuss the following items about the observed lesson. You may choose to submit documents or a narrative in support of the items below:	
<ul style="list-style-type: none"> <li>• How successful do you feel the lesson was?</li> </ul>	<ul style="list-style-type: none"> <li>• Did the students meet the expected learning outcomes? How do you know?</li> </ul>
<ul style="list-style-type: none"> <li>• What modifications would you do if you were to teach this again?</li> </ul>	<ul style="list-style-type: none"> <li>• How did your procedures, use of physical space and/or materials contribute to student learning?</li> </ul>
<ul style="list-style-type: none"> <li>• How did student conduct contribute to student learning?</li> </ul>	<ul style="list-style-type: none"> <li>• In what ways did you alter your original plan? Why?</li> </ul>
<ul style="list-style-type: none"> <li>• What parts of your instruction were effective?</li> </ul>	<ul style="list-style-type: none"> <li>• Upload student samples</li> </ul>

**Section 15.1.12.6 Summative Evaluation:** The summative evaluation will be based on the scores accumulated through all eight (8) criteria for both comprehensive and focused staff.

- Staff on a comprehensive evaluation will have the eight (8) criterion scores from the current year used for the cumulative point total, plus their student growth scores from all five (5) student growth components.
- Staff on a focus evaluation will use only the criterion selected for the current year and the student growth components selected for the current year, plus the scores from the other criteria and student growth components from the previous year to determine their cumulative point total.

**Section 15.1.12.6.1** An additional part of the summative evaluation is for the evaluator to identify the following for each certificated staff member:

1. Areas of strength



## 2. Areas for growth

**Section 15.1.13** Evaluation of Provisional Staff: “Provisional employees” 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 that have such experience shall be provisional only during their first year of employment with the District.

- Employees new to the District will receive training in the Danielson Framework as part of their orientation to the District. All employees will be provided opportunities for ongoing training throughout the year. This training shall be paid at the appropriate per diem rate if done outside a regular contract day.
- All Provisional Teachers in the third year of provisional status shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than (90) ninety minutes.
- 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.
- All Provisional Teachers who are new to the profession and whose performance is determined to be Proficient (Level 3) by the end of their second year of employment in the District may be removed from provisional status by the Superintendent.
- All Provisional Teachers who are new to the profession and whose performance is determined to be Distinguished (Level 4) by the end of their second year of employment in the District shall be removed from provisional status by the Superintendent.
- All Provisional Teachers are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.
  - If a provisional employee, as defined in RCW 28A.405.220, has been observed by the supervisor to be potentially unsatisfactory, the District may contact the MEA and the MEA may notify the provisional employee of opportunities for growth, professional development, and assistance. In the event the superintendent determines that the employment contract of any provisional employee shall not be renewed, the employee shall be notified of the reason or reasons for such determination. The provisional employee may request an informal meeting with the superintendent for the purpose of requesting that the superintendent reconsider his or her decision.

### **Section 15.1.14** Evaluation of Staff on Probation (Non-provisional)

**Section 15.1.14.1** The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements in his/her areas of deficiency. A probationary period of sixty (60) school days shall be established. Additional days may be added if deemed necessary to complete a program of improvement and to evaluate the probationer’s performance, as long as the probationary period is concluded before May 15<sup>th</sup> of the same school year.

**Section 15.1.14.2** The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15<sup>th</sup> of Level 2 (Basic) or less.

**Section 15.1.14.3** The Superintendent shall place on probation any employee whose performance has been judged unsatisfactory based on the evaluation criteria, no later than February 1<sup>st</sup> of any school year.

**Section 15.1.14.4** Before placing a teacher on probation, the following shall occur:

1. The evaluator shall meet with the employee in an attempt to resolve matters relating to performance before probation is recommended. This conference shall be held no later than January 20<sup>th</sup>. The employee shall have the opportunity to have an Association representative(s) in attendance at the conference as well as any subsequent probationary conferences.
2. If an employee is being considered for probation, the recommendation to the Superintendent for probation must be made on or before January 30<sup>th</sup>. The evaluator must make a written recommendation of the same to the Superintendent. A copy of the recommendation for probation must be sent to the employee. The evaluator’s recommendation for probation shall include the following:
  - a. A definition of the problem in terms of deficiencies in discrete areas based upon the evaluative criteria;
  - b. Expectations delineating levels of performance that would constitute acceptable performance in the problem areas defined;



- c. A specific and reasonable plan of improvement that spells out a course of action and time expectations for the employee involved to reach an acceptable level of performance in discrete areas in which the employee may need improvement, according to the criteria included on the evaluation instrument; and
- d. A specific prescription for assistance that spells out courses of action whereby the employee shall be assisted, counseled, and tutored to improve the level of performance to an acceptable level.
  - Performance standards, including expectations around lesson plans, will not be greater for probationary employees than for other teaching staff.
  - At the request of the probationary employee, release time shall be granted in order to comply with requirements of the plan of improvement that are beyond the normal requirements of the job.
3. The Superintendent, or his/her designee, shall review the evaluator's recommendation for probation. If the Superintendent or his/her designee determines that there is an alternative to probation, he/she may continue to work with the parties involved.
4. If it is determined by the Superintendent that probation is warranted, then the Superintendent shall notify the employee in writing and such notice shall include all provisions of Step 2 above. At this time the evaluator shall meet with the employee and, at his or her request, a representative of the Association, to go over the plan of improvement, both for understanding and to collaborate in making any changes that the parties might deem prudent.
5. During the probationary period, the evaluator shall meet with the staff member at least twice monthly to supervise and provide a written evaluation of the staff member's performance.
6. The probationer may request, and the evaluator may authorize one (1) additional certificated administrator to evaluate the probationer. This administrator may be another certified administrator from within the District or from outside the District.
7. If such a request is not granted at the request of the probationary employee an educational service district (ESD) evaluator shall be assigned by the ESD to evaluate him or her.
  - a. The ESD evaluator shall do an evaluation independent of the original evaluator but using the plan of improvement mutually agreed to by the District and the Association as a basis for the evaluations.
  - b. The ESD evaluator shall evaluate the employee based on observation of classroom performance and student growth data, professional contributions, and impacts on learning presented by the employee.
  - c. During this time the employee shall not be transferred from the supervision of the original evaluator but his or her final summative evaluation will be based primarily on the findings and conclusions presented to the original evaluator by the ESD evaluator.
8. The probationer may be removed from probation if he/she has demonstrated improvement to the satisfaction of the original evaluator in the area(s) specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her plan of improvement.
9. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause for non-renewal of contract or discharge.
10. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of that teacher's contract year. If such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of his or her contract term.

**Section 15.1.15** Non-renewal, Adverse Action, and Discharge: In the event that there is determined to be probable cause to non-renew, adversely affect, or discharge a teacher, the teacher shall receive written notice and the District will follow the procedures specified in Washington Revised Code 28A.400 et. seq.

**Section 15.1.16** Evaluation of Support Staff: Support staff includes, but are not limited to, the following certificated support staff:

- Counselor or equivalent position (Comprehensive School Counseling Program)
  - This can be downloaded on the district website and is part of the [Comprehensive School Counseling Program](#).
- School Nurse or equivalent position (Nurse Evaluation)
  - This can be downloaded on the district website at <https://5il.co/89dt>

**Section 15.1.16.1** Certificated staff that fall into this category will be evaluated using a process like that of the certificated teachers. This will be done using a Danielson Framework appropriate to their position.

**Section 15.1.17** Evaluation Media: The Association and District agree to use the School Data Solutions Homeroom Evaluations program.

**Section 15.2** Work Day: The length of the normal workday shall not exceed seven and three-fourths (7-3/4) hours for all teachers.

1. Teachers who are required in the course of their employment to travel between buildings shall be scheduled to provide sufficient time for such travel as determined by the District.
2. All teachers shall have a duty-free lunch period of thirty (30) continuous minutes which is part of the seven and three-fourths (7-3/4) hour normal workday.
3. Teachers who must cover other teachers' classes will be compensated at the BA+0 rate of pay for the exact amount of time a teacher provided coverage. Staff must complete the district's additional timesheet and turn it in by the fifth (5<sup>th</sup>) of the following month for reimbursement.
4. Teachers will have at least twelve (12) hours in the fall and at least twelve (12) hours in the spring for the purpose of parent/teacher conferences.
5. Planning time:
  - a. Jr./Sr. High teachers will be provided at least 190 minutes of preparation time each week, or a portion thereof during shortened weeks. Preparation time may not be provided in equal increments or every day, but will be scheduled in a minimum of 30-minute blocks. Planning time is teacher-directed, though administrators may request meetings with teachers during this time.
  - b. Elementary teachers will be provided at least 190 minutes of preparation time each week, or a portion thereof during shortened weeks. Preparation time will be provided in at least 45-minute blocks four days a week. Preparation time will include scheduled time without students, recesses, and other breaks in the student day. Planning time is teacher-directed, though administrators may request meetings with teachers during this time.

## **Article 16 - Payments, Warrants**

**Section 16.1** The payment of salary for each contract employee will be made on the last business day of each month, excluding Saturday, Sunday, or holidays.

**Section 16.2** Co-curricular positions shall be offered to employees. If an employee applicant(s) is bypassed in favor of a non-employee, the employee applicant(s) shall be notified in writing within ten (10) days of the appointment for the reasons for being bypassed.

**Section 16.2.1** Certificated teachers will be reimbursed for recertification fees for teaching credentials when approved by Superintendent or his/her designee and submitted to the District office.

**Section 16.3** Travel Expenses: Certificated employees are encouraged to use District vehicles for school business. If a District vehicle is not available, the employee will receive reimbursement at the rate allowed by Washington State. If an employee chooses to use a personal vehicle even though a District vehicle is available, then he/she will be reimbursed at 50 percent of the state rate. Mileage will be calculated from Morton bus garage or residence, whichever is closer to the destination. The District will reimburse for driver's abstracts.

**Section 16.4** All stipends for advisor and supervisor positions will be fully funded during positive Levy years unless the budget has been determined to be insufficient as agreed upon by the District and the Association. Stipends may be reduced during negative Levy years.

## **Section 16.5** Fringe Benefits

**Section 16.5.1** The District shall pay the entire retiree health care subsidy for each full-time employee and an appropriate prorated percentage for each employee who is less than full time.

**Section 16.5.2** The District shall deduct from the affected employee's monthly salary the amount necessary to pay premiums due.

**Section 16.5.3** Those employees who are employed less than full time shall have the option to enroll in all insurance programs; provided, such employees will be required to pay costs for such insurance programs which are in excess of their prorated benefits.

**Section 16.5.4** An employee who is on authorized leave of absence may elect to keep in force, at his/her expense, an insurance membership that was in effect while the employee was previously on salaried status.

**Section 16.5.5** The District shall deduct from a certificated employee's warrant the amount for Tax Sheltered Annuities agreed upon by the employee and the representative of the TSA program. New enrollments shall be according to the requirements of the plan and the ability of the District's accounting system to accommodate.

**Section 16.5.6** Sick-leave buyback

**Section 16.5.6.1** The District shall deduct from a certificated employee's warrant the amount for Tax Sheltered Annuities agreed upon by the employee and the representative of the TSA program. New enrollments shall be according to the requirements of the plan and the ability of the District's accounting system to accommodate.

**Section 16.5.6.2** The District shall, upon retirement from employment as a certified employee in the District and the State of Washington, buy from the retiring employee one-fourth of the time he/she has accumulated in sick leave. The amount will be determined by dividing the total number of days accumulated in sick leave as of the last contracted day of service to the District by four (4) and multiplying that figure by the daily rate of pay of the retiring Employee as determined by the District's salary schedule, excluding extracurricular time.

**Section 16.5.6.3** In the event more than two (2) employees decide to retire in a given year, the "buy-back allotment" can be divided among the several employees at the choice of the two most senior retiring employees as defined below. An employee may choose to have the payment of benefit prorated over a period not to exceed four (4) years.

**Section 16.5.6.4** If an employee does not receive his/her full "Sick-Leave-Buy Back Benefit" in the year of his/her retirement, such employee will be entitled to receive the full amount in subsequent years and shall have seniority over those retiring in subsequent years, whose benefits will be paid in order of retirement and seniority. In case of an employee's death, the benefits contained in this section shall revert to the employee's beneficiaries.

**Section 16.5.6.5** For the purpose of the "Sick-Leave-Buy-back Benefit," seniority is determined in the following order of professional, certificated, and school (both private and public) employee experience:

1. The retiring employee with the most seniority in Washington State TRS,
2. The retiring employee with the most seniority as a certificated Employee in the District,
3. The retiring employee who is the oldest,
4. The retiring employee who has the most total teaching experience.

**Section 16.5.6.6** Certificated employees are allowed to cash in any unused sick leave days for that given year. The stipulations of this cash-out are as follows: a) only unused sick days for the previous calendar year may be cashed in; b) the employee must maintain a minimum of one hundred forty-four (144) days sick leave accrued;; c) the employee's sick leave accumulation shall be reduced four (4) days for each day compensated; d) the employee must submit in writing his/her intentions of cashing in days between the dates of January 1st and January 15th of the school year following his/her sick leave buy-out.

## **Section 16.6** Calendar

**Section 16.6.1** The district and association agree to a perpetual calendar that follows the following guidelines:

1. The start of the school year shall be:
  - a. No earlier than the second Tuesday prior to Labor Day;
  - b. The first week of the school year shall be a three (3) day week; and,
  - c. The second week shall be a four (4) day week.
2. Conferences will be placed on the school calendar:
  - a. The first week of the school year which is three (3) days will be used for conferences;
  - b. At the end of the first quarter will be scheduled for fall conferences; and,
  - c. At the end of the third quarter will be scheduled for spring conferences.

3. The district will observe the first Friday of October, at the end of the first full week of October, as a certificated workday and a contracted day.
4. The following breaks, or no school days, shall occur each school year:
  - a. The Friday prior to Labor Day is a non-contracted day;
  - b. The Monday following the October in-service is a non-contracted day;
  - c. If Veterans Day falls on a Tuesday then the preceding Monday shall be a day of no school, or if Veterans Day falls on a Thursday then the following Friday shall be a day of no school;
  - d. Winter break shall be at least for ten (10) consecutive full days;
  - e. The district may schedule a mid-winter break at/near the time of the State Basketball Tournament;
  - f. Spring break shall be for at least five (5) consecutive full days; and,
  - g. The Friday before Memorial Day in May shall be a day of no school.

**Section 16.6.2** Once per quarter an early release Wednesday will be set aside for grading at or near the end of each quarter.

**Section 16.6.3** School closure or change in instructional modality is made at the discretion of the Superintendent based on weather conditions, health concerns, or as directed by federal, state, or local agencies with the authority to do so.

**Section 16.6.4** School calendar (<https://www.morton.k12.wa.us/o/morton-school-district/browse/2286>).

## **Article 17 - Certificated Employee Facilities**

**Section 17.1** In order to permit freedom of access both during and after regular school hours, all certificated employees will be given keys to access the building's main doors, their classroom, teacher mailboxes, and office work area. The District shall have the right to call in any and all keys to its facilities at such times as it may determine.

## **Article 18 - Grievance Procedure**

### **Section 18.1** Definition

**Section 18.1.1** A grievance is utilized for an alleged misinterpretation of terms and/or provisions of this Agreement.

**Section 18.1.2** The grievant shall mean an individual, a group of individuals, and/or the Association.

**Section 18.1.3** Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

### **Section 18.2** Procedure for Processing Grievances

#### **Section 18.2.1** Immediate Supervisor - Step 1:

**Section 18.2.1.1** The grievant and the Association representative or the Association may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

**Section 18.2.1.2** The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested. The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and give it to the grievant(s), the Association representative, and the Superintendent. The immediate supervisor shall answer the grievance in writing, including the reasons upon which the decision was based, within five (5) working days of receiving the grievance, and shall concurrently send a copy of the grievance, his/her decision, and all supporting evidence to the grievant's Association representative and the Superintendent.

#### **Section 18.2.2** Superintendent - Step 2:

**Section 18.2.2.1** If no satisfactory settlement is reached at Step I, the grievance may be appealed to the Superintendent, or his designated representative, within seven (7) working days of receipt of the decision rendered in Step I.

**Section 18.2.2.2** The Superintendent or his designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within seven (7) working days of the receipt of the Step II appeal. The purpose of this meeting shall be to affect a resolution of the grievance.

**Section 18.2.2.3** The Superintendent or his designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), Association representative, and immediate supervisor within five (5) working days from the conclusion of the meeting.

**Section 18.2.3 Arbitration – Step 3:**

**Section 18.2.3.1** If no satisfactory settlement is reached at Step II, the Association within fifteen (15) working days of the receipt of the Step II decision may appeal the final decision of the employer to the American Arbitration Association. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.

**Section 18.2.3.2** The arbitrator shall hold a hearing within twenty (20) working days of his appointment. Ten (10) working days' notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his/her decision within twenty (20) days from the date final written briefs have been submitted or, if revised by both parties, twenty (20) days after the completion of the hearing.

**Section 18.2.3.3** The arbitrator's decision will be in writing and will set forth his/her finding of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the employer, the Association, and the grievant(s).

**Section 18.2.4 Jurisdiction:**

**Section 18.2.4.1** The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement.

**Section 18.2.4.2** The arbitrator shall be without power or authority to make any decision, which requires the commission of an act, prohibited by law.

**Section 18.2.4.3** The arbitrator shall have no power or authority to rule on any of the following:

1. The termination of services of or failure to re-employed any provisional employee.
2. The termination of services or failure to re-employ an employee to a position on the supplemental salary schedule.
3. Any matter involving employee evaluation, provided that Evaluation Procedure shall be subject to the arbitrator's reviews.
4. Any matter involving employee probation procedures, discharge, non-renewal, adverse effect, as defined in RCW 28A.405.300, or reduction in force.

**Section 18.2.5 Time Limits**

**Section 18.2.5.1** Time limits provided in this procedure may be extended by mutual agreement when a letter of understanding is signed by the parties.

**Section 18.2.5.2** Failure on the part of the employer at any Step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to lodge an appeal at the next step of this procedure.

**Section 18.2.5.3** Any grievance not advanced by the grievant from one Step to the next within the time limits of that Step shall be deemed resolved by the answer provided to the employee at the previous Step.

**Section 18.2.6 Accelerated Grievance Filing:** In order to expedite grievance adjudication, the parties agree that any Association grievances, class action grievances, and grievances involving the evaluation procedures will be lodged at Step II of this procedure.

**Section 18.2.7 Reprisals:** No reprisal of any kind will be taken by the employer against any employee because of his/her participation in any grievance.

**Section 18.2.8 Costs:** The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

**Article 19 - Student Discipline**

**Section 19.1** Student conduct will be governed throughout the district by various laws, policies, and documents:

- Laws
  - [RCW 28A.600](#)
  - [WAC 392-400](#)
- Policies

- o [3200s](#)
- o [4200](#)
- o [4200P](#)
- [Documents](#)
  - o Staff Handbooks
  - o Student Handbooks

#### **Article 20 - Status of Agreement**

**Section 20.1** This Agreement constitutes the entire agreement between the parties and no statement, promise, past-practice, or inducement which is not contained herein, shall be binding on the parties. Provided further that this Agreement or the wages, hours, terms, or conditions of employment may not be altered or enlarged, or modified except with the written consent of both parties.

#### **Article 21 - Management Rights**

**Section 21.1** The right to manage the school district and to direct its employees and operations is vested in and retained by the Board, except as this right is limited by the Agreement.

#### **Article 22 - Substitutes**

**Section 22.1** Certificated substitutes shall be included in the unit if he or she has taught in the District for thirty (30) total days in the current or preceding school year, or if he or she has taught for twenty (20) consecutive days in the current or preceding school year.

**Section 22.2** Casual substitutes shall be paid no less than one-hundred twenty-seven dollars per day, or half that amount for less than four hours.

**Section 22.3** All articles of this agreement pertaining to certificated substitutes, except the following:

1. Article 3 - Individual Employee Contracts
2. Article 4 - Leaves, Personal, Professional
3. Article 5 - Position Vacancies and Transfers
4. Article 6 - Staff Reduction
5. Article 15 - Other Terms and Conditions of Employment
6. Article 17 - Certificated Employee Facilities

#### **Article 23 - Compliance with State Law**

**Section 23.1** If the above salary settlement contributes to or causes the District to exceed the amount and/or percentage of funds authorized by law for Employees' salaries or cause the District to exceed the amount funded, and received by, the District for Employees salaries and compensation proportionally between the Employees under other contractual agreements with the District to provide full compliance with RCW 28A.58.095 and the State Operating Appropriation Act

**Article 24 - Duration**

**Section 24.1** This agreement shall be effective upon the date of ratification and be in effect till August 31, 2025.

**Section 24.2** Negotiations shall be opened on or before April 1<sup>st</sup>, 2025, to bargain two items only from each side. Additional items may only be added by mutual agreement.

**Morton Education Association**

\_\_\_\_\_  
MEA President

\_\_\_\_\_  
Date

\_\_\_\_\_  
MEA Bargaining Team Member

\_\_\_\_\_  
Date

**Morton School District**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
MSD School Board Chair

\_\_\_\_\_  
Date