

Collective Bargained Agreement

between

Mansfield Professional Educators

and

The Mansfield School District #207

September 1, 2025 – August 31, 2028

Letter of Agreement

Between

Mansfield School District and Mansfield Professional Educators

2024-2025

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENTS BETWEEN PUBLIC SCHOOL EMPLOYEES OF THE MANSFIELD PROFESSIONAL EDUCATORS AND THE MANSFIELD SCHOOL DISTRICT.

THIS LETTER OF AGREEMENT SPECIFICALLY ADDRESSES ASPECTS OF A 4-DAY SCHOOL WEEK, WHILE THE SCHOOL DISTRICT OPERATES UNDER A 4-DAY SCHOOL WEEK WAIVER, THE DISTRICT AND THE PROFESSIONAL EDUCATORS AGREE TO ADD OR SUBSTITUTE THE FOLLOWING LANGUAGE UNDER THE APPROPRIATE SECTIONS OF THE COLLECTIVE BARGAINING AGREEMENT FOR 2024-2025 SCHOOL YEAR AND SUBSEQUENT 4-DAY YEARS. IN THE EVENT THE DISTRICT REVERTS TO A 5-DAY SCHOOL WEEK AT THE END OF THE 2024-2025 SCHOOL YEAR, ORIGINAL CONTRACT LANGUAGE WILL BE RESTORED.

1. ARTICLE VII - LEAVES

a. Beginning with the 2024-2025 School Year, the District adopted a 4-day student school week to increase student and staff attendance and improve conditions by providing extra time during the school year workweek calendar for appointments, personal business, and vacations. While the District recognizes all personal business and appointments cannot be accomplished on non-work Fridays, the hope is that staff will make a concerted effort to do so as much as possible with the recognition that the contractual personal leave days are intended for those special events or personal needs that cannot be accomplished on non-work Fridays. Using a baseline from the 2023-2024 school year, aggregated staff attendance numbers (personal and sick leave) will be reported annually to the State Board of Education supporting the District 4-day School Week Application.

2. ARTICLE VIII – FISCAL

a. Section 1, A & C – WORK DAY: The length of the work day shall not exceed eight hours and thirty minutes (8 hours 30 minutes) for all employees including a minimum of thirty (30) minutes of duty-free lunch period, and fifteen (15) minutes before and thirty (30) minutes after student school hours.

b. Section 3 – EMPLOYEE WORK YEAR: It is mutually agreed and understood that the adopted salary schedule shall apply to the 4-day School Week Waiver based on 163 teacher work days. While the District operates under the 3-year Economy & Efficiency Waiver 2024-2027 for the 4-day week, the employee work year will be 163 days including:

-150 student days @ 8 hours and 30 minutes (8.5 Hours)

-13 PD days @ 8 hours (identified on the district calendar).

c. Section 4 – PER DIEM DAYS: While the District operates under the 3-year Economy & Efficiency Waiver 2024-2027 for the 4-Day week, the two (2) per diem days before the start of the school year and the one (1) additional optional day will be suspended.

d. Section 8 – COMPLIANCE AND SALARY SCHEDULE: While the district operates under the 3-year Economy & Efficiency Waiver 2024-2027 for the 4-day week the salary schedule shall reflect one hundred sixty-three (163) days. All required days beyond the one hundred sixty-three (163) days shall be compensated at 1/163rd full per diem of the employee's contracted rate of pay.

3. EARLY RELEASE DAYS

a. While the District operates under the 3-year Economy & Efficiency Waiver 2024-2027 for the 4-day week, *all early release days for employees will be suspended.*

b. Student early release days will be scheduled during the fall and spring parent-teacher conferences.

This letter of Agreement shall become effective on August 31st, 2024, and shall remain in effect until August 30th, 2027.

Mansfield Professional Educators

By: _____

Date: _____

[Handwritten Signature]
8/1/2024

Mansfield School District

By: _____

Date: _____

[Handwritten Signature]
8/1/24

Collective Bargained Agreement
between
Mansfield Professional Educators
and
The Mansfield School District #207

September 1, 2022 – August 31, 2025

Table of Contents

PREAMBLE	4
ARTICLE I - ADMINISTRATION	4
SECTION 1. DEFINITIONS	4
SECTION 2. RECOGNITION	4
SECTION 3. STATUS OF AGREEMENT	5
SECTION 4. CONFORMITY TO LAW	5
SECTION 5. PRINTING/DISTRIBUTION OF AGREEMENT	5
SECTION 6. ADMINISTRATOR AVAILABILITY	5
ARTICLE II – BUSINESS	5
SECTION 1. MANAGEMENT RIGHTS	5
SECTION 2. ASSOCIATION RIGHTS	5
SECTION 3. DUES DEDUCTIONS AND REPRESENTATION FEES	6
SECTION 4. NO STRIKE - NO LOCKOUT	6
SECTION 5. AGREEMENT ADMINISTRATION - INTERPRETATION	6
ARTICLE III - EMPLOYEE RIGHTS	7
SECTION 1. HIRING PRACTICES	7
SECTION 2. NON-DISCRIMINATION	7
SECTION 3. EMPLOYEE RESPONSIBILITIES	7
SECTION 4. INDIVIDUAL CONTRACTS	7
SECTION 5. DUE PROCESS	8
SECTION 6. PERSONNEL FILES	8
SECTION 7. EMPLOYEE PROTECTION	9
SECTION 8. ASSIGNMENT AND TRANSFER	9
SECTION 9. JOB SHARING	10
ARTICLE IV - EVALUATION/PROBATION	10
SECTION 1. PURPOSE	10
SECTION 2. EVALUATOR QUALIFICATIONS	11
SECTION 3. APPLICABILITY FOR EVAL. PROCESS	11
SECTION 4. CLASSROOM TEACHER EVAL. PROCESS	12
SECTION 5. NON CLASSROOM TEACHER EVAL. PROCESS	19
ARTICLE V - LAYOFF AND RECALL	21
SECTION 1. DEFINITION OF LAYOFF	21
SECTION 2. PROGRAMS AND SERVICES	21
SECTION 3. EMPLOYEE RETENTION	21
SECTION 4. LAYOFF PROCEDURE	21
SECTION 5. SENIORITY	22
SECTION 6. EMPLOYMENT POOL	22
SECTION 7. RECALL BENEFITS	22
ARTICLE VI - INSTRUCTION	23
SECTION 1. PREPARATION TIME	23
SECTION 2. WORK LOAD (CLASS SIZE)	23
SECTION 3. STUDENT DISCIPLINE	23
SECTION 4. ACADEMIC FREEDOM	24
SECTION 5. EMPLOYEE FACILITIES	24
ARTICLE VII - LEAVES	24
SECTION 1. GENERAL LEAVE	24
SECTION 2. SICK LEAVE	24
SECTION 3. SICK LEAVE CASHOUT	25
SECTION 4. MATERNITY/PATERNITY/ADOPTION LEAVE	25
SECTION 5. BEREAVEMENT LEAVE	25
SECTION 6. JURY DUTY/SUBPOENA LEAVE	26
SECTION 7. MILITARY LEAVE	26
SECTION 8. PROFESSIONAL IMPROVEMENT LEAVE	26
SECTION 9. PERSONAL LEAVE	26
SECTION 10. OTHER LEAVE	26

ARTICLE VIII - FISCAL	27
SECTION 1. WORK DAY	27
SECTION 2. NON-PROFESSIONAL DUTIES	27
SECTION 3. EMPLOYEE WORK YEAR	27
SECTION 4. PER DIEM DAYS	27
SECTION 5. EVALUATION OF CLASSIFIED STAFF	27
SECTION 6. PAYMENT PROVISIONS	27
SECTION 7. CREDITS TOWARD PLACEMENT ON SALARY SCHEDULE	27
SECTION 8. COMPLIANCE AND SALARY SCHEDULE INCREASE	27
SECTION 9. MEDICAL, DENTAL AND VISION INSURANCE	27
SECTION 10. TRAVEL	28
SECTION 11. SPECIAL EDUCATION TEACHERS	28
ARTICLE IX - GRIEVANCE PROCEDURE	28
SECTION 1. DEFINITIONS	28
SECTION 2. PURPOSE	28
SECTION 3. PROCEDURES	28
SECTION 4. ARBITRATION	29
SECTION 5. ELECTION OF REMEDIES	29
SECTION 6. TIME LIMITS	29
SECTION 7. REPRISALS	29
SECTION 8. CONTINUITY OF GRIEVANCE	29
ARTICLE X - DURATION	29
SECTION 1. RATIFICATION/TERM OF AGREEMENT	29
SECTION 2. SPECIAL CONSIDERATIONS	30
SECTION 3. RE-OPENERS	30
APPENDIX A-1 - SALARY SCHEDULE 2018-19	31
APPENDIX B – CO-CURRICULAR SALARY SCHEDULE	32
APPENDIX C-1 –TEACHER EVAL. – STUDENT GROWTH GOAL SETTING	
APPENDIX C-2 – TEACHER EVALUATION – COMPREHENSIVE	
APPENDIX C-3 – TEACHER EVALUATION – FOCUS 1-8	33
APPENDIX C-4 OBSERVATION WORKSHEET COMPREHENSIVE	
APPENDIX C-5 OBSERVATION WORKSHEET – FOCUS 1-8	41
APPENDIX C-6 – OBS. WORKSHEET AND REPORT - NONCLASSROOM TEACHER	49
APPENDIX D - GRIEVANCE REVIEW REQUEST FORM	52
APPENDIX F - JUST CAUS/SEVEN KEY TESTS	53
APPENDIX G – TRANSFER REQUEST FORM	54
APPENDIX H – PLAN OF SUCCESS	55
SIGNATORIES	56

PREAMBLE

This document is an Agreement between Parties. The hours, wages, terms and conditions of employment contained herein have been bargained and agreed to in accordance with the provisions of RCW 41.59, the Education Employment Relations Act.

ARTICLE I - ADMINISTRATION

SECTION 1. DEFINITIONS

- A. The ***District/Board*** shall mean the Mansfield School District No. 403, county of Mansfield, state of Washington.
- B. The ***Association*** shall mean the Mansfield Professional Educators.
- C. The ***Parties*** shall mean the District and the Association as co-signers of the Agreement.
- D. The ***Agreement*** shall mean the Collective Bargaining Agreement signed by the District and the Association.
- E. The term ***Employee*** when used hereinafter shall mean a member of the bargaining unit.
- F. ***Day*** shall mean school day, except during summer when it shall mean calendar day.
- G. ***Superintendent*** shall mean the chief administrator of the District.
- H. ***President(s)*** shall mean the presiding officer(s) of the Association.
- I. ***Contract*** shall mean the individual contract issued to each employee.

SECTION 2. RECOGNITION

The District recognizes the Association as the sole and exclusive bargaining representative for all full-time and part-time certificated personnel whether under contract or on leave and employed by the Board. Such representation shall exclude Superintendent, administrative assistant to the superintendent, and principals and vice-principals.

- 1. Substitute certificated employees employed by the District for more than thirty (30) days of work during any twelve (12) calendar month period ending in the current or immediately preceding school year and who continue to be available for employment as substitute teachers are included in the bargaining unit. They shall be compensated at the board-approved substitute daily rate.
- 2. Substitute certificated employees employed by the District for more than twenty (20) days in the same assignment or on a continuous uninterrupted assignment are also members of the bargaining unit and shall be compensated at their daily rate of pay at the appropriate step and column on the MPE salary schedule on their twenty-first (21st) consecutive day of continuous service.
- 3. Bargaining unit substitute employees shall not be afforded any other contractual rights under this Agreement.

SECTION 3. STATUS OF AGREEMENT

All employee contracts shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. If any employee contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries and economic benefits nor professional advantages.

SECTION 4. CONFORMITY TO LAW

If any provision of this Agreement is held to be invalid by operation of law, or a court of competent jurisdiction, such provision shall become inoperative, but the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event a provision(s) is determined to be contrary to law as stated above, such provision(s) shall be re- bargained.

SECTION 5. PRINTING/DISTRIBUTION OF AGREEMENT

As soon as possible, following the ratification and signing of this Agreement by the parties, both chief negotiators will proofread and prepare a final draft copy for printing. It is the District's responsibility to post the final document on the District's webpage. If hard copies need to be printed, quality and quantity will be mutually agreed to by the chief negotiators. Copies shall be provided to the District and the Association. Upon request the District shall provide an examination copy of the Agreement to any applicant for employment. The cost of printing shall be shared equally between the parties. The Association shall distribute copies to all employees and shall assume the responsibility of notifying the employees of the various provisions of the Agreement.

In the case of any disagreement on the actual language bargained, the signed tentative agreement shall prevail.

SECTION 6. ADMINISTRATOR AVAILABILITY

An administrator will be available for the building during the student day to handle discipline problems that progress beyond the teacher stage. When an administrator has to be away from the District, he/she will inform the respective business office as to which employee will be responsible for the building.

The building will have a written student discipline procedure available to employees.

ARTICLE II – BUSINESS

SECTION 1. MANAGEMENT RIGHTS

It is understood and agreed that with the exception of the provisions of this Agreement, the Board and the District retain all of the rights, powers, and authority established by law.

SECTION 2. ASSOCIATION RIGHTS

The Association and its representatives will be allowed to use District buildings for meetings when rooms are available and scheduled with the building principal for the purpose of transacting Association business.

The Association will be allowed to use District facilities and equipment including duplicating equipment, calculating machines, etc., and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use for Association business. All consumable items used will be paid for by the Association. The Association agrees to repair any equipment damaged as a result of its use. The Association will schedule the use of equipment with the building principal.

The Association will be allowed to post notices of activities and matters of Association concern on bulletin boards in each faculty lounge of each building in the District upon notification to the principal. The Association will be allowed to use the District email, mail service and employee mailboxes for communication purposes so long as such communications are labeled as Association materials and shall not constitute an unfair labor practice.

Upon request the District shall provide to the Association information as required under statute which will assist the Association in carrying out its responsibility as the bargaining representative.

The Association and its representatives will have access to all employees during times which will not interrupt instruction. Representatives shall check in at the building office prior to contacting employees.

Prior to meetings being scheduled during working hours, the Association shall declare the number of representatives that need to be released. Representatives duly authorized by the Association who participate during working hours in bargaining, grievance proceedings, or meetings with representatives of the District, shall suffer no loss of pay.

Union time during first in-service day (1 hour)

General membership association meetings will not be held during the work day without prior agreement from the District.

During a work stoppage, the provisions of this Section may be withheld.

SECTION 3. DUES DEDUCTIONS AND REPRESENTATION FEES

On or before the 10th day of September the Association shall give written notice to the Superintendent or designee of the dollar amount of dues and assessments of the Association which dues and assessments are to be deducted in the coming school year under all payroll deduction. The total for these deductions shall not be subject to change during the school year.

Association Dues - Reference RCW 41.59.060. The Association shall have the right to have deducted from the salary of members of the Association, upon receipt of a written authorization form, an amount equal to the fees and dues required for membership in the Association.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee.

Representation Fees - Reference RCW 41.59.100. No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members but are employees will be determined by the Association, and transmitted to the Business Office in writing.

In the event that the representation fee is regarded by an employee as a violation of the right to non-association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.

The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to the Representation Fee deduction.

SECTION 4. NO STRIKE - NO LOCKOUT

During the duration of this agreement, the Association and its members shall not take part in a strike, work stoppage, or work slowdown, and the district shall not initiate a lock-out of its employees.

SECTION 5. AGREEMENT ADMINISTRATION - INTERPRETATION

Both parties agree to use their best efforts to comply with the terms and conditions of the Agreement. Upon request by either party, the Association officials and District administrators shall meet either before or after classes to discuss school problems relating to administration interpretation or compliance with this Agreement.

ARTICLE III - EMPLOYEE RIGHTS

SECTION 1. HIRING PRACTICES

The Board shall hire employees who are properly credentialed in accordance with applicable state laws, Washington Administrative Code and by such other requirements as specified by the Office of the Superintendent of Public Instruction. Except in the event that reference checks yield unfavorable information. Candidates that are in process of completing certification will not be excluded.

All employees shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in the Agreement. Substitutes who work twenty (20) consecutive days in the same position shall be placed on the annual salary schedule beginning the twenty-first (21) day.

SECTION 2. NON-DISCRIMINATION

There shall be no discrimination against any employee or applicant for employment by reason of race, color, creed, religion, marital status, sex, age, national origin, honorably-discharged veteran or military status, sexual orientation including gender expression or identity, 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; and the Board will not discriminate against any employee with respect to hours, wages, or terms of conditions of employment by reason of his/her membership in the Association, his/her participation in collective bargaining with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement. The parties will cooperate to assure compliance with District policies and non-discriminatory laws.

Employees shall be entitled to full rights of citizenship and no religious or political activities outside of school time or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the District, unless it adversely affects an employee's ability to perform his/her job.

SECTION 3. EMPLOYEE RESPONSIBILITIES

Employees shall comply with all District policies, rules, and regulations, which are not contrary to this Agreement and the requirements of all statutory laws and administrative codes.

Employees shall be responsible for the supervision of school property and for the supervision of students under school-related circumstances.

The employee shall care for and be responsible for instructional materials and equipment which have been checked out to him/her and shall promptly report damage, loss, theft of equipment, furniture or fixtures to his/her supervisor.

SECTION 4. INDIVIDUAL CONTRACTS

Contracts for employees of the District shall be issued by June 1 and shall be signed by the employee and returned within ten (10) business days. A copy signed by the Superintendent will be returned to the employee in a timely manner. Any extension of contract days shall be computed in full per diem of that individual's contracted rate of pay. An extension of a contract for a part-time employee shall be computed on a per diem basis or the in-service rate, whichever is greater.

The District shall advise employees in writing not later than May 15, or if the omnibus appropriates act has not passed the legislature by May 15, then notification shall be no later than June 15, if the employee's regular contract is not renewed for the coming year.

There shall be a supplementary employee contract for specified extracurricular and special assignments, which shall not exceed one (1) year and shall be in accordance with statutory provisions. The District shall advise employees in writing not later July 1 if the employee's supplemental contract is not renewed for the coming year. Such non-renewals shall not be made in an arbitrary or capricious manner. The District shall state the probable cause or causes in writing to the employee.

SECTION 5. DUE PROCESS

No employee shall be disciplined (including written warnings, reprimands, suspensions, discharges, non-renewals*, terminations or other actions that would adversely affect the employee) without just and sufficient cause (see Appendix F). The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.

An employee has the right to have a representative from the Association and/or legal counsel present when formally being questioned in any meeting which may lead to being reprimanded, warned, disciplined, or adversely affected.

*Non-renewal protection under "Just Cause" shall not be applicable to provisional employees.

In cases where the health, safety and well-being of students, other employees or District patrons necessitates immediate disciplinary or safeguarding action, the District may place the affected employee on paid investigative leave pending a full and fair investigation and shall notify the Association within twenty-four (24) hours that action has been taken. "Investigative" leave may be changed to "administrative" leave if the employee is found responsible for inappropriate actions.

The Board agrees to follow a policy of progressive discipline which minimally includes a written warning, reprimand, suspension, with non-renewal or discharge as a final, last resort. Both parties agree that there are exceptional cases of gross misconduct where progressive discipline may not apply. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

A valid complaint made against an employee by any parent, student, or other person will be promptly called to the attention of the employee within twenty-four (24) hours of determining validity of the complaint, unless the complaint involves criminal misconduct and has been filed with legal authorities. In all valid cases of complaints, the District must provide a copy of the complaint to the employee prior to any District investigation unless the District is precluded from doing so by non-District legal authorities; and provide the employee the opportunity to meet and to address the findings of any complaint subsequent to said investigation, and, prior to the issuance of any action by the District. If, after investigating such allegation of misconduct by an employee, the District chooses not to reprimand, discipline, or take adverse action against the employee, the employee will receive written notice to such effect, but no record will appear in an employee's personal file. All documents in the District's possession regarding the allegation and proof of the investigation will be kept by the District in a confidential file separate from any employee personnel files, if the District chooses not to reprimand, discipline, or take adverse action.

SECTION 6. PERSONNEL FILES

Employees or former employees shall, upon request, have the right to inspect all contents of their personnel file within the District. Personnel files shall be inspected in the presence of an administrator or designee in the Business Office. Upon request, a copy of any documents contained therein shall be afforded the employee at the District's expense. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. A separate file for processed grievances, if any, shall be kept apart from the employee's personnel file.

Anyone, at the employee's request, may be present at this review.

Any derogatory material not shown to an employee within ten (10) days after receipt or after completion of an investigation shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.

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

Upon request by the employee, the Superintendent or designee shall sign an inventory sheet to verify contents of the personnel file at the time of said inspection by said employee, providing the inventory shall be provided by the employee and verified by the District.

Nothing shall be copied from an employee's personnel file without the written consent of that employee. All derogatory materials shall be purged from an Employee's file after three (3) years of date of material unless a shorter time is stated in the written documentation, providing that there are no repetitions within three (3) years; however, such deletion shall not occur while any school, OSPI, or law enforcement investigation or proceeding is in progress.

Records of any investigative action, as required by law, in which records must be kept, shall be maintained in a separate file from the employee's personnel file after three (3) years.

SECTION 7. EMPLOYEE PROTECTION

Any case of assault upon an employee (and/or acts of intimidation, bullying and harassment) during the actual performance of his/her duties shall be promptly reported to the employee's direct supervisor or superintendent.

1. Certificated staff, when appropriate, shall be informed as soon as possible when they are potentially exposed to contagious diseases or illnesses and they shall be instructed as to prevention and protection from the disease or illness.
2. Employees shall report all unsafe conditions to a representative of the safety committee. MPE may annually appoint one employee per building (K-6, 7-12) to serve on the safety committee.

SECTION 8. ASSIGNMENT AND TRANSFER

The District will provide a copy of the Transfer Request form, (Appendix G) to all Employees by March 1. Employees who wish to transfer to a vacant or new position must return the form to the District Office prior to April 1.

The assignment of staff within the building is the responsibility of the building principal. Changes of teaching assignments will not be arbitrary and will be discussed with the Association and be approved by the Superintendent. Employees shall be notified no later than the end of the school year of any changes in their programs and schedules for the ensuing school year, including special assignments, except when unanticipated changes in staffing or program require a change.

Once staff assignments are made, any job openings shall be made public to other certificated staff within the District as soon as possible. Vacant and new positions may be filled by present employees who wish to transfer and are determined by the District to be the most qualified prior to anyone outside the District being hired. Each posting shall have clearly stated criteria and qualifications for the opening.

Appropriate professional development will be provided for any teacher being asked to teach in a different assignment.

Teachers asked to move to a different classroom or establish a new classroom will be granted one day at the in-service rate.

It is the intent of the district to provide the training necessary for all teachers to be prepared for their teaching assignments. A Plan of Success may be developed between the teacher, a representative from the association and the administration whenever a new teaching assignment has been confirmed.

All current bargaining unit members, excluding substitutes, shall be considered eligible for in-house transfer.

POSTING POSITIONS:

Certified staff will be notified by email of all vacant and new positions, including co-curricular contracts covered under this agreement. Positions shall be posted in and out of the District at the same time.

The District shall make every possible effort to fill vacancies with their present employees when there is a match with skills and qualification of present employees and those skills and qualifications required for the position before out-of district hiring can occur.

Any qualified District employee shall be granted an interview for positions opened for competition. Long-term substitutes shall be considered prior to external applicants being interviewed.

The District will make an effort to assign employees by the following guidelines: major field of preparation, minor field of preparation, and areas of previous experience: elementary K-6, middle school 5-8, high school academic experience/major-minor areas.

SECTION 9. JOB SHARING

Job sharing shall refer to two (2) employees sharing one (1) full-time position. The following conditions will prevail for all job share partners:

- a. Employees with continuing contracts who wish to job share must apply for a part-time leave of absence for the first year.
- b. Job sharing may be available to employees who have continuing contracts with the District and who have indicated in writing to the Superintendent by May 1 of their desire to job share for the following school year. The job share partner may be a current employee of the District, or may be hired as a new employee.
- c. In the event that either job share partner is unable to fulfill their portion of the contract the remaining job share partner will be required to work full-time until such time as a replacement can be hired, at the sole discretion of the District.
- d. Job sharing assignments will be filled by employees who have jointly agreed to work together.
- e. Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers and the building principal and the approval of the District. This may include, but is not limited to, early release days, staff meetings, conferences, and planning time when applicable.
- f. Teacher partners will agree that joint planning will occur whenever they have joint responsibility for the same students or programs.
- g. No teacher in the District will be involuntarily transferred in order to create a job share program.
- h. The Association recognizes that selection for positions under this section is the sole purview of the District and is not subject to review under the grievance provisions of Article IX.
- i. The District reserves the authority to determine the number of job sharing positions, if any, within the District.

ARTICLE IV - EVALUATION/PROBATION

SECTION 1. PURPOSE

The major premise underlying the development of the evaluative criteria contained herein is that the primary purpose for evaluation is to increase the opportunities for learning through the improvement of instruction/professional performance. Evaluation should be a positive, developmental, and continuous process. It is intended that students will be the chief beneficiaries when employees and support personnel are evaluated on the basis of the minimum criteria contained in this evaluation instrument.

- A. For evaluation to serve the purpose of improving performance, it is essential that standards exist and be known and understood by those to be evaluated, as well as those evaluating. The evaluation process should provide for the participation of the individual being evaluated, for substantive, constructive recommendations to the individual being assessed, and for necessary in-service or assistance required by the individual to improve or enhance his/her professional competency. An important assumption in evaluation is that people desire to change and grow in effectiveness as professionals.
- B. Under provisions of RCW 28A.405.100 evaluation will serve as a basis for the development of a written report, a copy of which shall be provided to the evaluatee, and for the development of a suggested and reasonable program for improvement in instances where an individual's performance is judged unsatisfactory.
- C. The parties agree that the following evaluation system for all employees in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in RCW 28A.405.110:
 - (1) An evaluation system must be meaningful, helpful, and objective;
 - (2) An evaluation system must encourage improvements in teaching skill, techniques, and abilities by identifying areas needing improvement;
 - (3) An evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and
 - (4) An evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective

standards and minimizing subjectivity.

- D. 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 392-191A- 050:
- (1) To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
 - (2) To identify, in consultation with classroom teachers, principals, and assistant principals, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher, principal, or assistant principal needs to improve his/her performance.
 - (3) To assist classroom teachers who have identified areas needing improvement, in making those improvements.

SECTION 2. EVALUATOR QUALIFICATIONS:

All assigned evaluators shall receive training in the evaluation processes they have been assigned to conduct that are contained in this Agreement and related appendices. Upon request, the District shall provide the Association, within ten (10) days, the dates and a summary of the content of the most recent training that each evaluator has completed. No teacher shall be evaluated by an evaluator who has not received training in observation, evaluation, the appropriate forms for each process, and the instructional framework and rubrics contained in this Agreement and any relevant state requirements.

- A. General. Classroom teachers and support personnel shall be evaluated during each school year in accordance with the procedures and criteria set forth in this Article and statute. Each employee within fifteen (15) days of employment or within fifteen (15) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms and information appropriate to the teacher's position and track in the evaluation cycle.
- B. Responsibility for Evaluation. Within each school the principal or administrative supervisory designee shall be responsible for the evaluation of employees assigned to that school. An employee assigned to two or more schools shall be evaluated in all schools by one designated evaluator. The administrative organization plan of the School District shall be used to determine lines of responsibility for any employee who is not regularly assigned to any school.
- C. No audio or video recording or transmission device may be used for electronically recording purposes without the written consent of the employee. Any permanent record made from any such approved device will become the personal property of the employee.

SECTION 3. APPLICABILITY FOR EVALUATION PROCESSES

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

1. Classroom Teacher Evaluation Process (Article IV, Section 4)
This employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction and hold one or more certificates as provided for under WAC 181-79A-140 (1) through (3) and (6) (a) through (e) and (g). The term "classroom teachers" does not include certificated staff who are defined in Section 3.2 below. In addition, employees who are substitute teachers and/or who are hired to replace certificated employees who have been granted sabbatical, regular, or other leave by the District pursuant to RCW 28A.405.900 shall not be considered classroom teachers subject to the Classroom Teacher evaluation process.
2. Non-Classroom Teacher Evaluation Process (Article IV, Section 5):
This employee group includes Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists, Counselors), and other bargaining unit members who do not meet the definition of "classroom teacher" in Section 3.1 above.

SECTION 4. CLASSROOM TEACHER EVALUATION PROCESS

This process applies to Classroom Teachers as defined in Section 3.1 above.

1. PROFESSIONAL DEVELOPMENT

Prior to being evaluated under Article IV, each teacher shall receive professional development training to comprehend the framework and understand the evaluation process. All funding provided by the state and budgeted by the district specific to the purpose of professional development for evaluation shall be used for that purpose.

At the request of new employees, the District will provide up to three (3) hours of professional development prior to the implementation of evaluation activities under this section. If any employee would like a refresher course or feels the need for additional assistance with the evaluation process, the Association may discuss it with the District in Labor-Management.

2. DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING

A. Definitions

1. Criteria shall mean one of the eight (8) state defined categories to be scored.
2. Component shall mean the sub-section of each criterion.
3. Evaluator shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources.
4. Artifacts shall mean a type of evidence in the form of any products generated, developed or used by a certificated teacher or identified by the evaluator. Artifacts should not be created specifically for the evaluation system, although tools or forms used in the evaluation process may be considered as artifacts.
5. Evidence shall mean observed practice, products, or results of a certificated classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system.
6. Not Satisfactory, in the context of evaluation ratings triggering probation shall mean:
 - Level 1: Unsatisfactory – Receiving a summative evaluation score of 1
 - Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative evaluation score of 2 has been received two years in a row or two years within a consecutive three-year period.
7. Student Growth shall mean the change in student achievement between two points in time within the current school year. Student growth data means relevant multiple measures that can include classroom-based, school-based and school district-based and state-based tools. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.
8. Observe" or "observation" means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional or leadership framework rubrics pursuant to this section.

B. State Evaluation Criteria:

The evaluation criteria in relation to which the teacher's performance is to be evaluated are those specified in RCW 28A.405.100 (2)(b):

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

C. Instructional Framework

Classroom teachers shall be evaluated using the Marzano Framework for Teaching as modified and approved by the Office of the Superintendent of Public Instruction (OSPI) as posted on the OSPI website. A summary of the instructional framework as adopted is included for informational purposes as Appendix C-1 (including critical attributes).

Upon mutual agreement the parties may select a different OSPI approved instructional framework.

D. Criterion Performance Scoring

1. A four-level rating system will be used. The summative performance ratings shall be as follows:
 - a. Level 1 - Unsatisfactory
 - b. Level 2 - Basic
 - c. Level 3 - Proficient
 - d. Level 4 - DistinguishedIn the event state law amends/revises these ratings, the revised ratings shall be utilized by the District.
2. The final criterion score shall be determined by the Overall Rating Range as set forth in Appendix A-3 (Attached).
3. A teacher receiving a comprehensive summative evaluation shall receive one of the four summative performance ratings for each of the criteria in subsection D.1, above. A teacher receiving a focused evaluation shall receive one of the four summative performance ratings for the criterion selected from those in D.1, above (plus student growth rubrics from either criterion 3 or 6, if applicable). Whether the teacher is receiving a comprehensive summative evaluation or a focused evaluation, the evaluator must then assign a comprehensive summative evaluation performance rating, which shall be the teacher's comprehensive summative evaluation performance rating.

E. Summative Performance Rating

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion- level scores as follows:

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

F. Student Growth Score

1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
 1. 5-12—Low
 2. 13-17—Average
 3. 18-20—High
2. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and/or informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the same school year shall not be used to calculate a teacher's student growth score. Evaluators shall not use school-wide or District-wide test scores when assessing a teacher's achievement of student growth goals unless agreed upon by the teacher.
3. The evaluator's determination of proficiency level ratings must be based on multiple measures determined in collaboration with the teacher, that may include classroom-based, school-based, district-based and state-based tools.
4. Student growth data elements may include the teacher's performance as a member of a grade- level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate.

5. If a teacher receives a preliminary summative evaluation rating of 4 – Distinguished and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a low student growth score on any of the five student growth components, it will trigger the student growth inquiry plan. Within in two (2) months of receiving the Low student growth score or at the beginning of the following school year, whichever is later, one or more of the following must be initiated by evaluator in collaboration with the teacher;
 - a. Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and teacher information based on appropriate classroom, school, district, and state-based tools and practices; and/or
 - b. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; student attendance; extent to which curriculum, standards, and assessments are aligned; and/or
 - 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 instructional areas in need of attention; best practices related to student growth data collection and interpretations; and/or
 - d. Create and implement a professional development plan to address student growth areas.
 - e. Additional options, as mutually determined by the teacher and evaluator.

3. PROCEDURAL COMPONENTS OF EVALUATION

A. Notification

The teacher will be notified within fifteen (15) days from the start of the school year, or the teacher's first day of work, whichever is later, of the evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

B. Student Growth Goal Setting:

By the last day of October, the teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form (Appendix C-2). The goal for SG-6.1 and SG-8.1 may be the same goal. Unless previously established, student growth goal-setting will be discussed at the pre- observation conference preceding the first required formal observation.

C. Artifacts and Evidence:

1. The evaluator and teacher will collect and share artifacts and evidence necessary to complete the evaluation.
2. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be given good faith consideration in the determination of the final evaluation criterion component scores. The teacher is encouraged to actively participate in the evaluation process through presentation of potential evidence of proficiency throughout the year. A teacher may, but shall not be required to, submit artifacts and evidence for completion of the evaluation.

D. Record-Keeping

The District shall adhere to the following:

1. A copy of the final evaluation report, teacher's written comments, if applicable, shall be included in the teacher's personnel file. Only relevant evidence or artifacts will be retained in the teacher's personnel file.
2. Teachers may submit artifacts and evidence in a variety of media.

E. Alternative Evaluator

A teacher may submit, by November 1st, a written request to the Superintendent, to be assigned an alternative evaluator. If the request is denied, the Superintendent shall put the reason(s) for such denial in writing within ten (10) days of the request.

4. COMPREHENSIVE EVALUATION PROCESS

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher otherwise eligible for a focused evaluation must complete a comprehensive evaluation once every four years. Provisional teachers shall be evaluated using the comprehensive process during each year of their provisional status. Any teacher who received a comprehensive summative performance rating of 1-Unsatisfactory or 2-Basic in the previous school year shall be evaluated on the Comprehensive process during the ensuing school year.

A. 1st Pre-Observation Conference:

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

B. 1st Formal Observation:

1. The first of at least two (2) formal required observations for each employee shall be conducted within the first ninety (90) school days of the school year. The first of the two (2) required formal observations shall be prearranged. The total annual observation time shall be for a minimum of sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall be for a minimum of ninety (90) minutes. Any formal observation shall not be less than 30 minutes in length.
2. The observations will occur no later than five (5) days after the pre-observation conference unless the observation is delayed by the employee's absence.
3. Observations will not take place on late start days caused by inclement weather, the day before winter or spring break and on the day following an absence of the employee, unless otherwise agreed to by the employee.
4. Following each observation or series of observations, the evaluator shall conduct a feedback conference with the employee to be held within five (5) days following the observation unless otherwise mutually agreed to by the evaluator and teacher or unless it is delayed by the absence of either party.

C. 1st Feedback Conference

1. The purpose of the feedback conference is to review and bring clarity to the evaluator's and teacher's evidence related to the observation and to discuss the teacher's performance. The teacher shall be entitled to submit additional evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. Any additional evidence provided by the teacher shall be considered by the evaluator in determining the final evaluation score.
2. Within a maximum of three (3) days of the conclusion of the feedback conference, the evaluator will complete the observation report form (Appendix C-3), which both the evaluator and the employee will sign. The employee's signature does not signify agreement. The employee will be provided a copy of the signed form.
3. If there is an area of concern, the evaluator will identify the specific criteria components and provide written suggestions to address the concern.
4. The teacher may attach written comments to the observation report.

D. 2nd Formal Observation

1. The second required formal observation, or second and third in the case of a third year provisional teacher, will occur no sooner than four (4) weeks after the first formal observation, unless mutually agreed to by the teacher.
2. Observations will not take place on late start days caused by inclement weather, the day before winter or spring break, and on the day following an absence of the employee, unless otherwise agreed to by the employee.
3. Following each observation or series of observations, the evaluator shall conduct a feedback conference with the employee to be held within five (5) days following the observation unless otherwise mutually agreed to by the evaluator and teacher or unless it is delayed by the absence of either party.
4. The final required formal observation shall occur prior to May 1st.

E. 2nd Feedback Conference

1. The purpose of the feedback conference is to review and bring clarity to the evaluator's and teacher's evidence related to the observation and to discuss the teacher's performance. The teacher shall be entitled to submit additional evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be considered by the evaluator in determining the final evaluation score.
2. Within a maximum of three (3) days of the conclusion of the feedback conference, the evaluator will complete the observation report form (Appendix C-3), which both the evaluator and the employee will sign. The employee's signature does not signify agreement. The employee will be provided a copy of the signed form.
3. If there is an area of concern, the evaluator will identify the specific criteria components and provide written suggestions to address the concern.
4. The teacher may attach written comments to the observation report.

F. Additional Observations

In addition to the required formal observations, additional observations may be conducted for the purpose of gathering additional artifacts and evidence for the evaluation process. The evaluator shall document these observations on the Observation Form (Appendix C-3) and provide a copy to the employee within five (5) days of the observation. The employee shall be entitled to a post-observation conference with respect to such observations upon request. Such documentation shall be used to support and complete information gathered during the required formal observations.

G. Evaluation Conference/Evaluation Report

1. Following the completion of the required formal observations, the evaluator shall meet with the teacher to share the data to be used to formulate the final evaluation report and to provide the teacher with a reflection of his/her preliminary ratings for the teacher on all components and criteria being evaluated at least three (3) days prior to a summative evaluation conference. The summative evaluation conference shall be held no later than May 12th. The purposes of the summative conference is to discuss the following:
 - a. The evaluator's preliminary rating on all components and criteria/criterion; and
 - b. Any additional evidence and artifacts the teacher would like the evaluator to consider before making a final summative rating.
2. With the mutual agreement of the teacher and evaluator, this pre-summative rating conference may be consolidated with a post observation conference following the final required observation.
3. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year. The teacher has the right to provide additional evidence for each criterion to be scored. The evidence provided by the teacher shall be considered by the evaluator in determining the final evaluation score. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted, except as provided in subsection 8.D. below, in the case of probation extended into the following school year.
4. In the event that the evaluation report is not completed during the summative evaluation conference, the evaluator shall complete the Evaluation Form (Appendix A-2) and provide a copy to the employee within three (3) days. The final evaluation report and conference shall be completed by May 15.
5. Nothing prohibits an evaluator from evaluating all teachers as Distinguished-4 within a school year.
6. The teacher will sign two (2) copies of the Final Summative Evaluation Form (Appendix A-2). The teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to the observations and to the final annual evaluation report as well.

5. FOCUSED EVALUATION

In the years when a comprehensive summative evaluation is not required, teachers who received a comprehensive summative evaluation performance rating of level 3 or above in the previous school year may choose to complete a focused evaluation. The employee's overall summative score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated teacher is placed on a focused evaluation. Should a certificated teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

The District and the Association agree that it is not desirable for a teacher to be placed on probation from a Focused Evaluation Process. Transfer from the focused to the comprehensive summative evaluation may be at the request of the teacher or at the direction of the teacher's evaluator. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15th, unless a later date is mutually agreed to by the evaluator and the teacher.

- A. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre- observation conference, plus professional growth activities specifically linked to the selected criteria. It must be approved by the evaluator and it may have been identified in the previous comprehensive summative evaluation as a criterion that may benefit from additional attention and professional growth.
- B. If the employee chooses criterion 1, 2, 4, 5, or 7, he/she must also complete the student growth components in criterion 3 or 6.
- C. Observations and conferences for the focused evaluation shall follow the process set forth in Section 4, Procedural Components of Evaluation, Comprehensive Evaluation Process, above.
- D. The score received on the selected criterion is the score assigned as the final summative score.
- E. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

6. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

- A. The Association will be notified, with the teacher's consent, if any teacher is judged below Proficient - 3, within ten(10) school days of the final evaluation.
- B. When a teacher is judged below Proficient on the final summative evaluation score, the teacher will be coached and supported by his/her evaluator in seeking reasonable professional development opportunities.
- C. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns a written support plan of professional growth will be mutually developed by the evaluator, and teacher, and with teacher consent of the Association.

7. PROVISIONAL EMPLOYEES

- A. A second year Provisional teacher who receives a summative rating of 3-Proficient or 4-Distinguished may, at the discretion of the Superintendent, be granted continuing contract status for the subsequent school year.
- B. When there is concern about the progress of a provisional employee as documented on an observation report form, the evaluator and employee shall schedule a meeting with an Association representative. The meeting will to occur within five (5) days of the post-observation conference, unless a longer time frame is mutually agreed to, to review the expectations for the employee's current position. At that time a reasonable plan for improvement will be developed whereby the employee will be assisted in improving his/her performance to an acceptable level.

8. PROBATION

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

- A. The following comprehensive summative evaluation performance ratings mean a classroom teacher's work is judged not satisfactory:
 - 1. Level 1 – Unsatisfactory; or
 - 2. Level 2 – Basic if the teacher is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of teaching experience and if the Level 2 comprehensive summative evaluation performance rating has been received for two (2) consecutive years for two (2) years within a consecutive three (3) year time period.
- B. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.

- C. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
1. The evaluation report prepared pursuant to the provisions of Article IV Section 4.G above, and,
 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- D. The Superintendent shall place the teacher in a probationary status for a period of sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is Unsatisfactory -1. At this time, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
1. Specific areas of performance deficiencies identified from the instructional framework;
 2. A suggested specific and reasonable plan for improvement, including a statement indicating areas of assistance and resources to be provided to the employee by the District.
 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
- E. The plan for improvement will include the specific evaluative criteria which must be met and the measures and benchmarks, which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation.
- F. Evaluation During the Probationary Period
1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
 2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
 3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The Observation Form (Appendix A-2) shall be used to document these meetings/observation.
 4. The evaluator may authorize one additional certificated administrator to evaluate the teacher and to aid the teacher in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the teacher may request that an additional certificated evaluator become part of the probationary process, and this request must be implemented by including an experienced additional evaluator assigned by ESD171 and jointly selected by the District and the Association from a list of evaluation specialists compiled by ESD171. Any such request for an additional evaluator shall be made by the teacher in writing on or before the 5th day of the probationary period.
- G. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency. A teacher must be removed from probation if a teacher with five(5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.
- H. Evaluator's Post-Probation Report
- Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:
1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
 3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.

I. Action by the Superintendent:

1. Following a review of the report submitted pursuant to paragraph H, above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
2. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.
3. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is unsatisfactory-1.

J. The following records of probation for an unsatisfactory evaluation will be maintained in the teacher's file for two (2) years and will, if no further unsatisfactory evaluation is made in the interim, be removed:

1. Notice of Probation
2. Notice of Removal from Probation and/or Notice of Superintendent Action

9. NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years, after completing probation the first year, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW 28A.405.300.

10. PROBABLE CAUSE

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

11. EVALUATION RESULTS

A. Evaluation results shall be used:

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

B. Evaluation results shall not be:

1. Shared or published with any teacher identifying information, unless required to do so under applicable case law.
2. Shared or published without notification to the individual and Association.
3. Used to determine any type of base or additional compensation.
4. Used as a form of progressive discipline.

SECTION 5. NON-CLASSROOM TEACHER EVALUATION PROCESS

1. EVALUATION PROCEDURE

- A. Within each school (K-6, 7-12), the principal, or an administrative designee from outside the MPE bargaining unit, shall be responsible for the evaluation of employees assigned to the building
- B. During each school year non-classroom teachers shall meet with their evaluator for the purposes of evaluation at least twice to discuss the performance of their assigned duties. Total meeting time for each school year shall be not less than sixty (60) minutes. Third year provisional employees shall be meet at least three times for a total of not less than ninety (90) minutes. Following each meeting, or series of meetings, the principal or other evaluator shall promptly document the results in writing and shall provide the employee with a copy thereof within three (3) days after such report is prepared.
- C. After an employee has had four (4) years of satisfactory evaluation under the long form, the short form shall be used. The short form of evaluation shall include either a thirty (30) minute observation during the school year with a written summary or a final annual written evaluation based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations

being prepared. The long form evaluation shall be followed at least once every three (3) years. If requested by an employee or evaluator, or if indicated by a "needs improvement" in an evaluated area, the long form shall be used. The short form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory, nor as probable cause for the non-renewal of an employee's contract under RCW 28A.405.210.

- D. No mechanical or electronic device shall be used in any classroom to listen or record the procedures of any class without the prior permission of the employee.
- E. New employees shall be observed at least once for a minimum total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment period.
- F. Prior to the end of each school year, a final evaluation report shall be made for each employee. The report shall be discussed with the employee, and a copy placed in the employee's file.

2. PROBATIONARY PROCEDURE—(This process applies to non-classroom teachers)

- A. Every non-provisional employee whose work is judged unsatisfactory based on District evaluations shall be notified in writing on or before February 1 of each year stating specific areas of deficiencies along with a suggested specific and reasonable program for improvement.
- B. A probationary period of sixty (60) school days shall be established beginning after October 15th and not later than February 1 and ending no later than May 1. The establishment of a probationary period shall not be deemed to adversely affect the contract status of an employee within the meaning of RCW 28A.405.300, as now or hereafter amended. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance as long as the probationary period is concluded before May 15th of the same school year.
- C. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his/her areas of deficiency.
- D. In carrying out the probation procedure, the following steps shall be followed:

STEP 1. The principal shall meet with the employee in an attempt to resolve matters relating to performance before probation is recommended. The employee shall have an opportunity to have an Association representative in attendance at the conference.

STEP 2. If an employee is being considered for probation, the recommendation to the Superintendent for probationary status must be made on or before January 20.

STEP 3. The Superintendent, or designee, shall review the principal's or immediate supervisor's recommendation for probation.

STEP 4. The decision to place an employee on probation is to be determined by the Superintendent. If an employee is placed on probation, the actual letter of probation from the Superintendent to the employee must include a specific and reasonable program for improvement as follows:

- 1. A definition of the problem in terms of the adopted criteria;
 - 2. A set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined;
 - 3. A specific and reasonable program for remediation which spells out courses of action and expectations so the employee involved can reach an acceptable level of performance; and
 - 4. A plan for assistance by the principal or immediate supervisor which spells out courses of action whereby the employee will be assisted, counseled, and tutored in improving the level of performance to an acceptable level.
- E. During the probationary period the principal shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The documentation of evaluation reports during the probationary period shall be confined to the areas of prescribed remediation.

3. POST PROBATION

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

4. ACTION OF THE SUPERINTENDENT

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

ARTICLE V - LAYOFF AND RECALL

SECTION 1. DEFINITION OF LAYOFF

- A. Not later than May 15, or if the omnibus appropriations act has not passed the legislature by May 15, then no later than June 1, the Board shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the following school year. The Board shall adopt a modified educational program to implement such modified programs and those certificated employees, if any, whose contract will not be renewed. All budget information will be made available to the Association within twenty (20) days of determination.
- B. In the event the Board determines that probable cause for reduction in force exists based on a lack of sufficient funds or a loss of levy election, the non-renewed certificated staff members shall receive a notice of probable cause pursuant to RCW 28A.405.300 or 28A.405.210.

SECTION 2. PROGRAMS AND SERVICES

- A. If education programs and services of the District are to be modified because of a lack of financial resources, the following guidelines shall be taken into consideration in determining the programs and services to be retained, modified or eliminated:
 1. High priority will be given to maintaining lowest possible pupil-teacher ratios in the classrooms.
 2. Where revenues are categorical and depend on actual expenditures rather than budget amount, every effort will be made to maintain these programs, where reasonable, to the limit of their categorical support; e.g., vocational education, federally support programs, lunchroom, etc.
 3. High school course offerings which are required for graduation will be retained.
- B. In its efforts to retain as much of the basic educational programs as the District's financial resources will permit, the Board shall make reductions in expenditures, where reasonable and not categorically funded, in capital outlay, supplies and materials, contractual services, and travel.
- C. The Association may make recommendations to the Board about possible program and service modifications.

SECTION 3. EMPLOYEE RETENTION

- A. In the event there is modification of programs and services for financial reasons, the number of employees which is required to implement the modified educational programs and services shall be determined as provided in this Article.
- B. In an effort to eliminate the necessity of non-renewal or involuntary terminations, every reasonable effort shall be made to ascertain the number of bargaining unit positions which will be open for the following year by reason of normal attrition as outlined below. Such vacancies shall not be replaced except as indicated in 3 below.
 1. Voluntary employee retirements.
 2. Normal employee resignations.
 3. Vacant positions will be filled by transferring currently employed employees within the District, unless by reason of certification, training or experience no qualified person is available. Current employees who can attain necessary certification, training or experience by the beginning of the next school year shall be retained.

SECTION 4. LAYOFF PROCEDURE

- A. To insure that the employee recommended for retention will be qualified to implement the education program determined by the Board, all employees must possess such valid Washington State certificate(s) as may be required for the position(s) under consideration. In addition, the following categories are established to allow for the least disruption of the ongoing program and to provide for the least deviation from the present assignment of personnel:

Employees will be grouped District-wide in separate categories as follows:

Elementary - Grades K through 6

Secondary - Grades 7 through 12

Specialties - Specialists in Physical Education, Music, Special Education, Counseling, Career Technical Education, Fine Arts, etc.

- B. Each employee will, in accordance with the criteria set forth in paragraph A above, be considered for retention in the category of specialty held at the time of the implementation of these procedures, and in addition, in such additional categories or specialties as any such employee may designate in writing to the Superintendent, provided that, in order to qualify for consideration in any such category or specialty, the employee:
1. Must have had a minimum of one (1) year's full-time professional experience in each such additional category or specialty; or
 2. Must have the equivalent of a college major (45 quarter hours or 30 semester hours) or minor (15 quarter hours or 10 semester hours) in each such additional category or specialty.

SECTION 5. SENIORITY

- A. Employees will be assigned into available positions within each category or specialty on the basis of seniority (years of experience in Mansfield School District) as recorded in the Business Office. The District shall issue a seniority list no later than February 15, which shall also list the employees' years of experience in the District. Employees shall have until March 15 to notify the District of, and provide documentation for, any objections to their placement on the seniority listing. After consultation with the Association, the District shall issue to each employee on District email a finalized list by April 15, after which no further objections to the seniority list shall be entertained. Within each category or specialty, the senior employee(s) shall be recommended for retention if the category or specialty is not eliminated. Tie breakers shall be total credits in category or specialty and then date of hire and then years of certificated experience in State of Washington.
- B. If ties still exist, employees will be offered the job share option defined above.

SECTION 6. EMPLOYMENT POOL

- A. All personnel who are not recommended for retention in accordance with these administrative procedures shall be non-renewed and placed in an employment pool for 2 contract years, for possible reemployment. Senior employment pool employees will be given the opportunity to fill open positions for which they are qualified under Section 4.
- B. Any vacancies which occur after shifting and placement of remaining employees, including those created by a transfer, will be offered to current employees for a period of seven (7) calendar days. Notice will be by District email to all current employees. If the vacant position is not filled by a current employee, it will be offered, by seniority ranking, to the next "qualified" employee in the RIF Employment Pool.
- C. When a vacancy occurs for which any employees in the employment pool qualifies, notification from the Board or designee to such employee shall be by certified or registered mail, or personal contact by the Superintendent. Such employees shall have seven (7) calendar days from the receipt of the letter or from the date of personal contact to accept the position by certified or registered mail or by personal contact. It shall be the obligation of the employee in the employment pool to keep the Superintendent notified as to where he/she can be reached so that contacting the employee shall not take more than seven (7) calendar days. If the employee does not fulfill this obligation, the District is under no obligation to carry out the provisions of contacting them.
- D. If any employee in the employment pool fails to accept a position for which he/she is eligible pursuant to this policy, such employee may be rotated to the bottom of the employment pool list. If any employee rejects three employment opportunities as a member of the employment pool, he/she will be removed from the employment pool. Employees in the employment pool will remain in the pool from May 1, for 28 months.

SECTION 7. RECALL BENEFITS

- A. Employees returning from the employment pool to accept an open or vacant position shall return to their previous contractual status.
- B. The district may utilize employees in the employment pool as substitutes on a first priority basis.

ARTICLE VI - INSTRUCTION

SECTION 1. PREPARATION TIME

- A. All full-time middle/high school employees shall have at least fifty (50) minutes of preparation time during each instructional school day.
- B. All full-time elementary employees shall have at least fifty (50) minutes of uninterrupted preparation time during each instructional school day.
- C. Preparation periods will be exclusive of the thirty (30) minutes before and after school.
- D. Preparation time is to be used to prepare for professional and non-professional school related responsibilities as determined by the teacher.
- E. Loss of preparation period shall be compensated at per diem rate per lost period as recorded on timesheet.
 1. Class coverage.
 2. Additional instructional period including independent study assigned by administration.
 3. Behavioral issues when assigned by administration.

SECTION 2. WORK LOAD (CLASS SIZE)

- A. Beginning with the 2018-19 school year, when classrooms contain the following number of students the district will initiate possible overcrowding conversations regarding solutions:
 1. P-K Classroom – 18
 2. 1st-2nd Classroom – 18
 3. 3rd-4th Classroom – 20
 4. 5th-6th Classroom – 20
 5. 7th-12th Classroom – 20
 6. Elementary PE = maximum of 20 students in any single section.
 7. Elementary Library = maximum 20 students per period
 8. Elementary Art = maximum 20 students per period
 9. Secondary Physical Education = maximum of 20 students per class period.
 10. Secondary Music = 20 maximum per instructional period.
 11. Secondary Art = 20 maximum per instructional period.
 12. Secondary Lab courses = 20 maximum per instructional period
 13. Special Education teacher case load = 20 maximum

The District shall make every effort to provide additional staff, supplies, textbooks, instructional equipment and student desks as recommended by the principal after consultation with the employee.

- B. When possible based on funding level and revenue requirements from the state a para educator would be placed in any grade level combination classroom.
- C. Middle School/High School = Each teacher will only be required to formulate one lesson plan each instructional period taught, provided that teachers will be expected to differentiate for individual student differences within those lesson plans. Student Independent Study may only be assigned upon the agreement of the teacher.

SECTION 3. STUDENT DISCIPLINE

Discipline shall be enforced fairly and consistently regardless of race, creed, sex, or status. Such discipline shall be consistent with applicable federal and state laws.

The Board and Superintendent shall support and uphold employees in their reasonable and professional efforts to maintain discipline in the District under the provisions of WAC 392-400-235.

Dangerous Students: The District shall, when reasonable, prudent, feasible, and legal, inform affected employees of any student who evidences behaviors which could present a health or safety problem to the employee or other students. When possible, strategies for managing such students, as well as available resources and assistance will be discussed prior to placement of such students.

In an emergency a student may be sent to the principal or designated school authority if the student poses an immediate and continuing danger as authorized by law. This removal will continue until a meeting is held between the affected employee(s) and the principal or designated school authority determines that the threat of danger ceases to exist.

SECTION 4. ACADEMIC FREEDOM

The District believes that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. Questionable matters shall be referred to the principal for decision.

In the presentation of all controversial issues, every effort will be made to affect a balance of biases, divergent points of view, and opportunity for exploration by the students into all sides of the issue.

In discussing controversial issues, the employee will encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, the employee will respect positions other than his/her own. Students will be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

SECTION 5. EMPLOYEE FACILITIES

Each building may have the following facilities and equipment for use by employees in buildings to which they are assigned:

1. Adequate space in each classroom for storage of instructional supplies and materials.
2. A work area with adequate square footage to provide for a safe learning environment and containing adequate equipment and supplies to aid in preparation of instructional materials.
3. A serviceable desk, chair, and filing cabinet.
4. In order to provide accessibility to the facilities, each employee shall be provided with keys to permit them to work after regular school hours. Key assignments will be recorded with the principal.
5. An adequate part of the parking lot may be designated as faculty parking.

ARTICLE VII - LEAVES

SECTION 1. GENERAL LEAVE

- A. Employees returning from extended leaves shall be reassigned to a position similar to their previous assignment and/or to an assignment commensurate with training or previous teaching experience.
- B. Sick leave shall not be used for any leave unless specifically stated otherwise.
- C. All leaves shall be with pay unless specifically stated otherwise.
- D. No salary increments shall be earned during leave of absence except for reasons required by the state for salary purposes, i.e., experience, education, and/or long term military leave.
- E. Employees on unpaid leave of absences may retain his/her insurance coverage by remitting the required monthly premium to the District if the insurance carrier permits.

SECTION 2. SICK LEAVE

- A. At the beginning of each school year each employee shall be credited with an advanced sick leave allowance of twelve (12) days full pay to be used for absence caused by illness, injury, poor health, maternity, quarantine, or other disability. Each employee's portion of unused sick leave allowance shall accumulate from year to year according to statute.
 1. Absence due to injury incurred in the course of the employee's employment shall be with full pay charged against workman's compensation with any balance taken out of sick leave on a pro-rated basis.
 2. Annually the District will provide each employee with an accounting of his/her accumulated sick leave and all transactions concerning his/her sick leave days within that time period.
 3. Upon return to employment with the District, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination of his/her employment with the District and in compliance with RCW 28A.400.300.

4. Leave sharing will be available where employees may donate excess sick leave for use by a District staff member who is suffering from, or has an immediate relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition. Such a program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate his/her employment with the District. Shared leave will be purely voluntary. Employees will not be individually asked to donate sick leave; nor shall any means be used to apply pressure to employees to donate sick leave. No list will be made of those individuals who have or haven't donated, or those that are eligible to donate. The Superintendent will administer the leave sharing plan in a manner consistent with state law and District policy 5406.
5. An employee who has exhausted accumulated sick leave and who is unable to perform the duties because of personal illness, or disability may be granted an extended leave of absence without pay. An Employee who has been granted leave under this provision may return to service during the period of the leave after giving ten (10) days written notice to the Superintendent, and with written permission of his/her personal physician.
6. Medical appointments may be charged against sick leave days.
7. Upon request, family illness leave with pay may be granted when necessary for a serious illness in the employee's immediate family. Immediate family shall be understood to spouse, parent, child, grandchild, grandparent, sibling, niece, nephew, aunt or uncle, or those of the employee's spouse, or a person living in the same household as the employee. The Superintendent, at his/her discretion, may request such verification of family illness as he/she deems advisable. Such leave shall be taken from accumulated sick leave.

SECTION 3. SICK LEAVE CASHOUT

Sick leave cash-out procedures shall be in accordance with the law:

- A. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.
- B. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

SECTION 4. MATERNITY/PATERNITY/ADOPTION LEAVE

Maternity/Paternity/Adoption leave shall be allowed employees for the purpose of childbirth/adoption provided that:

The employee notifies the District, when appropriate and possible, by written notice at least thirty (30) days prior to the commencement of the leave, which notice shall state the expected date of return to employment.

In compliance with the Family Medical Leave Act, as hereafter amended, leave shall be granted at the option of the employee. Additional leave days shall be granted if advised by the employee's personal physician. All such leave shall be under sick leave.

SECTION 5. BEREAVEMENT LEAVE

The District shall grant employees up to five (5) days with pay per occurrence for death in the immediate family of the employee, as defined below. The District shall grant employees one (1) day of bereavement leave with pay in the event of the death of friends, students or colleagues of the employee. Additional bereavement shall be granted as emergency leave.

Immediate family shall mean spouse, parent, child, sibling (including in-laws), grandchild, grandparent, niece, nephew, aunt, uncle or those of the employee's spouse, any person living in the same household as the employee or any person who is a dependent of the employee. Additional Bereavement leave may be granted at the discretion of the superintendent.

SECTION 6. JURY DUTY/SUBPOENA LEAVE

Leaves of absence with compensation shall be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be relinquished to the District. The employee shall immediately notify the District when notification to serve on jury duty is received. When an employee is not actively serving on jury duty, that employee must return to his/her contracted duties. Leaves of absence with compensation shall be granted for subpoenaed employees. Any compensation received for serving as subpoenaed on contracted days shall be relinquished to the District. The employee shall immediately notify the District when a subpoena has been received. When an employee is not actively serving as subpoenaed, that employee must return to his/her contracted duties. In the event an employee is subpoenaed to appear as a witness averse to the District, such leave shall be without pay and any compensation received from non-District sources shall not be relinquished.

SECTION 7. MILITARY LEAVE

An employee who is ordered or who volunteers (because of compulsory duty) for active duty in the armed services of the United States will be granted leave without pay to a maximum of three (3) years. Following release from military service, the employee will be reinstated to employment status no later than the beginning of the next school year, or sooner if an appropriate vacancy exists. Full experience credit for leave of absence while in military service will be granted for salary placement purposes. Military leave for National Guard Duty will comply with all the requirements of RCW 38.40.060.

SECTION 8. PROFESSIONAL IMPROVEMENT LEAVE

Such leave may be granted by the District upon prior written notice as to the location and nature of the program to be attended and rationale for wishing to attend. If approved, the District will pay the cost of a qualified substitute; however, the actual expense for attendance shall be reimbursed as prescribed by District policy.

SECTION 9. PERSONAL LEAVE

The District will allow each employee two (2) days of personal leave, it is preferred requests for use of such leave be in writing and submitted one (1) week in advance so substitute can be obtained.

In case of a family emergency and the employee has exhausted their personal leave, the Superintendent, at his discretion may waive the one (1) week provision and allow additional days. Emergency leave may be taken by an employee due to a problem that has been suddenly precipitated or is unplanned or where preplanning could not relieve the necessity for the employee's absence. Such leave shall be taken from sick leave.

It is the intent that this leave shall be used for personal or family business

An employee can accrue unused personal leave days up to 5 days or cash out current year unused personal leave days (2) at the teacher's full per diem salary. Such payment shall be made in the July pay check.

SECTION 10. OTHER LEAVE

An employee may request a leave of absence without pay for a period of up to one (1) year by written request submitted to the Superintendent. The Superintendent shall consider the needs of the District in considering recommendation to the Board.

This leave may be used for but not limited to study, travel, work in a professionally related field, recuperation, or child rearing.

This leave may be used also to work in another school District where the experience would enhance the employee's value to the District, i.e., exchange teacher, college or university experience, artist-in-residence, or any program situation approved by the board.

Requests for leaves for an ensuing academic years shall be submitted to the Superintendent by April 1 the year prior to the leave. Requests for leave may be submitted for leaves where the April 1 deadline is not possible, provided, the said request shall be acted on by the Superintendent on a case-by-case basis.

ARTICLE VIII - FISCAL

SECTION 1. WORK DAY

- A. The total length of the work day shall not exceed seven hours and forty minutes, 7hrs 40 min for all employees, including a minimum of thirty (30) minutes duty-free lunch period.
- B. Faculty meetings are essential to the operation of a school and will be held at the discretion of the principal during the workday, except for emergencies. Such scheduling should be done on a cooperative basis between the principal and staff.
- C. The intent of the 30 minutes of time before and after school is for teachers to be available to meet with students and parents unless a previously scheduled meeting is taking place. Parents are encouraged to contact teachers and set up appointments ahead of time.

SECTION 2. NON-PROFESSIONAL DUTIES

Recognizing non-teaching duties such as supervision of classroom detention and bus loading are essential to a school operation, assignments in these areas may be assigned. Emergency situations may exist and emergency assignments may be made by the principal.

SECTION 3. EMPLOYEE WORK YEAR

The work year covered by this Agreement consists of one hundred eighty (180) contracted workdays. Any required additional days shall be compensated at 180th full per diem of the employee's salary. Any loss of workdays other than those covered by leave provisions shall result in pay reductions at the rate of 180th of contracted salary unless association requests the Board of Directors waiver of pay reduction.

A representative(s) chosen by the Association shall cooperatively formulate a calendar consisting one hundred eighty (180) days (or that number provided for by the legislature) to be presented for consideration by the Board of Directors by May 1.

SECTION 4. PER DIEM DAYS

Starting with the 2018-19 school year, two (2) days before school starts shall be a required work days and shall be paid full per diem of the employee's contracted daily rate of pay on a supplemental contract. The first day shall be district directed and the second day shall be used by employees in preparation for the work year. Both per diem days are contingent on continuing passage of the levy. In the event of a double levy failure, it will be suspended until successful passage of the levy and the first levy collection thereafter, at which point it will be restored.

- A. Any additional optional day shall be paid on a supplemental contract and shall be used for in-service at the direction of the District.

SECTION 5. EVALUATION OF CLASSIFIED STAFF

Members of MPE will not be required to evaluate classified employees.

SECTION 6. PAYMENT PROVISIONS

All employees shall be paid in twelve (12) monthly installments with direct deposit on or about the last business day of the month.

SECTION 7. CREDITS TOWARD PLACEMENT ON SALARY SCHEDULE

The salary schedule used by District shall be the same as attached in Appendix A. No employee covered by the terms of this Agreement shall receive credit for courses taken (either in the past, present or future) towards placement on the salary schedule unless such courses are recognized by the State of Washington. Ten (10) approved clock hours equal one (1) college credit.

SECTION 8. COMPLIANCE AND SALARY SCHEDULE INCREASE

The base of the salary schedule shall be increased to the maximum allowable by the state. The salary schedule shall reflect one hundred eighty (180) days. All required days beyond one hundred eighty (180) shall be compensated at 1/180th full per diem of the employee's contracted rate of pay. Experience and educational increments earned are to be paid starting on the September paycheck.

SECTION 9. MEDICAL, DENTAL AND VISION INSURANCE

The District shall provide insurance benefits for each full-time and half-time or more employee on an FTE basis. The District shall pay the full state allowable premium on an FTE basis for insurance, which will form an insurance pool. Each employee shall declare his/her insurance plan by November 10 of each year. Pool monies left after declarations shall be distributed on an equal basis towards the excess premium costs. Any excess premium costs not covered by the pool shall be paid by the employee.

SECTION 10. TRAVEL

Employees traveling on school business shall utilize a school vehicle unless a scheduling conflict exists. Providing a conflict exists, employees may utilize their private vehicles and be reimbursed at the rate set by Board policy. Requests for school vehicles or use of private vehicles shall be made at least five (5) days prior to trip date(s).

SECTION 11. SPECIAL EDUCATION

If the special education teacher is assigned the director responsibilities, they will receive a \$1000 supplement contract.

ARTICLE IX - GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

A claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement to the detriment of the claimant, or by the Association where several employees are affected, may be processed as a grievance as hereinafter provided.

SECTION 2. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of employees. Both parties agree that proceedings shall be kept informal and confidential.

SECTION 3. PROCEDURES

- A. In the event that a grievant believes there is a basis for a grievance, the grievant may first discuss the alleged grievance with his/her principal or other appropriate supervisor either personally or accompanied by his/her Association representative.
- B. Any employee may present his/her grievance to the District and have such grievance adjusted without the intervention of the Association, as long as the Association has been given an opportunity to be present at that adjustment and to make its views known, and as long as the adjustment is not inconsistent with the terms of this Agreement.
- C. If the grievance is not resolved in A or B above, formal grievance procedures may be instituted.

STEP 1. The grievant may invoke the formal grievance procedure through the Association on the grievance form which will be available from the Association representative. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. A grievance must be filed within twenty (20) days of the occurrence or knowledge of the event of which he/she complains.

Within five (5) days of receipt of the written grievance, the principal or appropriate supervisor shall meet with the grievant who may be accompanied by one (1) other member of the Association in an effort to solve the grievance. The principal or appropriate supervisor shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the grievant(s) and to the Association.

STEP 2. If the grievant is not satisfied with the disposition of the grievance, the grievance shall be transmitted to the Superintendent within five (5) days. Within ten (10) days upon receipt the Superintendent or acting superintendent shall meet with the grievant and his/her Association representative on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant(s) and to the Association.

STEP 3. If the grievant is not satisfied with the disposition of the grievance by the superintendent, the grievance shall be transmitted to the Chairman of the School Board within five (5) days. Within ten (10) days upon receipt the Board shall meet with the grievant and his/her Association representative on the grievance and shall indicate the disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant(s) and to the Association.

STEP 4. If the grievant is not satisfied with the disposition of the grievance by the Board, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its rights of arbitration by giving the Superintendent written notice of its intention to arbitrate within ten (10) days of receipt of the written disposition of the Board. If the parties cannot agree to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The parties shall not be permitted to assert in such arbitration proceeding any ground rule or to rely on any evidence not presented at an earlier step. The decision of the arbitrator shall be final and binding upon both parties.

SECTION 4. ARBITRATION

- A. The arbitrator shall be without power or authority to add to, subtract from, or alter any of the language of this Agreement. The arbitrator shall have the authority to rule on any/all procedural challenges.
- B. Each party shall bear its own cost of arbitration, except that the fees and charges of the arbitrator shall be shared equally by both parties.
- C. All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.

SECTION 5. ELECTION OF REMEDIES

In all matters of non-renewal, discharge, or adverse effect of contract as applied to regular employees, there shall be provisions for election of remedies. If arbitration is elected, the employee shall, in writing, waive all rights provided by statute. If statutory review and appeal is elected, both the employee and the Association shall, in writing, waive any and all rights to proceed under the grievance procedure. If grievance hearings are held during the workday, no employee involved in the grievance hearing as a witness or grievant shall suffer loss of salary or other benefits.

SECTION 6. TIME LIMITS

- A. The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- B. Failure of the Association to proceed with its grievance within the time herein established shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the time provided shall entitle the Association and/or grievant to proceed to the next step of the grievance procedure.

SECTION 7. REPRISALS

No reprisals of any kind shall be taken by the District or by the Association or any of its members against any party of interest who participates in the grievance procedure by reason of such participation.

SECTION 8. CONTINUITY OF GRIEVANCE

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

ARTICLE X - DURATION

SECTION 1. RATIFICATION/TERM OF AGREEMENT

- A. This Agreement shall be effective as of **September 1, 2022** shall be binding upon the parties and their members, and shall remain in full force and effect through **August 31, 2025**.
- B. This Agreement must be ratified by the Board and by the Association and executed by authorized representatives thereof.

SECTION 2. SPECIAL CONSIDERATIONS

The Association shall work with the District on District-wide in-services, e.g., technological planning and training for at-risk students.

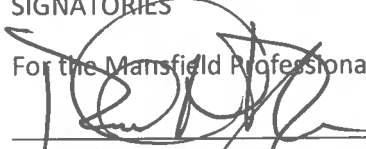
SECTION 3. RE-OPENERS

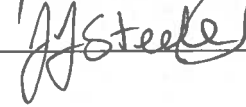
- A. Any section(s) of this Agreement shall be re-opened for bargaining at any time both the District and the Association agree in writing to such an action or whenever either party perceives changes in law, WAC or court decisions affect employment conditions.
- B. Either party may upon written notice to the other by not later than ninety (90) days prior to the aforesaid expiration date of the Agreement indicate their desire to bargain a successor Agreement.

September 1, 2025 – August 31, 2028

SIGNATORIES


For the Mansfield Professional Education:







Date 9/1/2025

For the Mansfield School Board:







Date 9/1/2025

APPENDIX A-1 Salary Schedule 2025-26 (with 2.5% IPD applied)
MANSFIELD SCHOOL DISTRICT

Ser. Yrs	BA	BA+15	BA+30	BA+45	BA+90	BA+135 MA	MA+45	MA +90 PhD
0	50,407	51,770	52,435	53,752	58,219	61,095	63,969	66,849
1	51,088	52,467	53,064	54,517	59,030	61,891	64,676	67,536
2	51,734	53,127	53,728	55,296	59,794	62,685	65,329	68,222
3	52,400	53,807	54,413	56,029	60,520	63,480	65,916	68,913
4	53,053	54,483	55,126	56,797	61,669	64,296	66,641	69,626
5	55,449	56,068	56,944	57,575	62,077	65,119	67,294	70,340
6	55,895	56,772	57,399	58,364	62,845	65,901	67,965	71,021
7	56,623	57,381	57,754	59,707	64,253	67,395	69,321	72,465
8	57,108	58,687	59,626	61,741	66,347	69,606	71,418	74,672
9	57,108	60,046	61,605	63,794	68,510	71,878	73,579	76,948
10	57,108	60,046	63,605	65,955	70,732	74,213	75,803	79,283
11	57,108	60,046	63,605	68,177	73,059	76,611	78,130	81,678
12	57,108	60,046	63,605	70,615	75,449	79,107	80,520	84,177
13	57,108	60,046	63,605	74,446	77,899	81,666	82,967	86,732
14	57,108	60,046	63,605	79,409	80,359	84,319	85,589	89,388
15	57,108	60,046	63,605	81,891	82,450	86,511	87,814	91,713
16	57,108	60,046	63,605	81,891	84,098	88,240	89,567	93,546
17	57,108	60,046	63,605	81,891	86,874	91,152	92,526	96,634
18	57,108	60,046	63,605	81,891	89,739	94,160	95,578	99,822
19	57,108	60,046	63,605	81,891	92,702	97,267	98,733	103,115
20+	57,108	60,046	63,605	81,891	95,760	100,478	101,992	106,517