Salary Increases (A1)

Amend CLS Article V, Section 16, third paragraph, as follows:

For the 2020-21 2022-23 school year, the salary schedule rates in Appendix B for the Classified Salary Schedule and the Custodian Salary Schedule have been increased by 3.6% 4.4% effective September 1, 2022. For the 2020-21 2022-23 school year, the salary schedule rates in Appendix B shall be increased by the inflationary adjustment factor for employee salary variables in the prototypical school funding model (currently the implicit price deflator), if any, when such variable is included and funded in an adopted state budget for the Classified Supplemental Salary Schedule and the Coaching Extra-Curricular Salary Schedule shall remain the same as the 2021-22 school year.

Amend CLS Article V, Section 27, last paragraph, as follows:

Employees who have retired from the District but return to substitute will be paid at the same classification and step as held at retirement. People in the recall pool and other classified substitutes not on Letter of Assignment shall be paid at the substitute rates on the hourly rate schedule in Appendix B. For the 2020-21 and 2021-22 2022-23 school years, the salary schedule rates in Appendix B for classified substitutes shall be increased by the inflationary adjustment factor for employee salary variables in the prototypical school funding model (currently the implicit price deflator), if any, when such variable is included and funded in an adopted state budget remain the same as 2021-22.

Amend CERT Article X, as follows:

CERT Article X - Salaries and Compliance
Section 1 – Base Salary

A. Salary Schedule

1. Employees shall be paid a base salary according to the schedule in Appendix B for one-hundred and eighty (180) days of student instruction, three (3) days of professional learning described in subsection C below, and the responsibilities in subsection B below, prorated by FTE.

2. Except as otherwise provided in this Agreement, employees shall be placed on the salary schedule with degrees, credits and years of service in accordance with the state regulations for placement on the state allocation model (SAM) in effect for the 2017-18 school year.
3. ESA Professional Non-Education Experience: For those employees holding Educational Staff Associate (ESA) certification (occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, and psychologists), years of experience may include experience credit for professional employment while licensed and working in non-education settings. Such experience credit will be on the basis of one (1) year of such experience being equal to one (1) year of experience in the District. Qualifying experience will not include self-employment and must have:
  a. occurred after the employee completed the professional training and acquired the license required for the ESA position for which they have been hired;
  b. included the job duties and responsibilities similar to those of the ESA position for which the employee has been hired; and
  c. primarily involved working with children and young adults ages birth (0) to twenty-one (21) in a capacity related to their licensure.

Verification of experience is required and will be based on records submitted according to Article V, Section 13.

B. Responsibilities

Providing a quality education to all students in the District is dependent upon hiring and retaining the highest quality certificated staff. The time necessary for a certificated staff member to perform the employee’s responsibilities will vary, dependent on such factors as the individual’s own skill, experience and professional judgment.

The District and Association recognize that employees provide a professionally responsible level of services in the following areas which are part of the basic contract:

1. Preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction;
2. Fulfillment of basic contract expectations that fall outside the regular workday such as the planning of instruction and curriculum, the evaluation of student work, the preparation of student assessments, the preparation of summative progress and grade reports for timely distribution, and communicating with parents and students.

C. District Pre-service & Professional Development Days

1. District Preservice Day: One (1) preservice day is a mandatory day for staff and one-half of the preservice day (3.75 hours) shall be designated for individual teacher preparation.

2. District Professional Development Days: Three (3) Two (2) days will be for the purpose of improving student learning, with at least 1.5 days occurring prior to the start of school. The placement of said days on the school calendar will be negotiated by the District and Association. Activities on two and a half (2.5) of these days will be determined by the District at least one-half of one of the days (3.75 hours) will be determined by job-alike (e.g., grade level, departmental, CISS, etc.) teams in collaboration with their administrator centered around a building’s school improvement plan or other building or District initiatives.
Planning for professional activities will intentionally use a lens of removing barriers to educational equity and examining ways current policies and practices result in disparate outcomes for our students of color, students living in poverty, students receiving special education and English language learner services, students who identify as LGBTQ+ and highly mobile student populations.

D. For the 2020-21 2022-23 school year, the salary schedule rates for the base contract in Appendix B-1 have been increased by 3.683% above the 2021-22 base rates of pay as shown in Appendix B-1 as a result of the increase for September 1, 2022, through March 31, 2023, of 2.0% above the 2021-22 base rates of pay and the increase starting April 1, 2023, of 8.0% above 2021-22 base rates of pay. For the 2021-22 school year, the salary schedule rates in Appendix B shall be increased by the inflationary adjustment factor for employee salary variables in the prototypical school funding model (currently the implicit price deflator), if any, when such variable is included and funded in an adopted state budget.

The salary schedule rate for the base contract in Appendix B-2 shall be in effect for September 1, 2022, through March 31, 2023, and shall reflect an increase of 2.0% above 2021-22 base rates of pay. This increase shall be paid retroactively to September 1, 2022.

The salary schedule rate for the base contract in Appendix B-3 shall be in effect starting April 1, 2023, and reflects an increase of 8.0% above 2021-22 base rates of pay.

Payment of the above rates shall be annualized (paid equally over 12 months) across the 2022-23 pay warrants, with any increase not distributed in September paid retroactively.

The Association and District shall use Appendix B-3 as the starting point for the purpose of bargaining the successor salary schedule.

Section 2 – Additional Time, Responsibility, Incentive, Professional Learning and Enrichment (TRI/PLE)

A. Each employee will be issued a supplemental contract for the time described in subsection B below, and responsibilities identified in subsection C below based on the TRI/PLE schedule in Appendix B, prorated by FTE. Placement on the schedule is based on the same rules applicable to the employee’s placement on the base salary schedule.

B. Additional Time

1. **Preparation TimeDay**: One (7.5 hours) and one-half (3.75 hours) days shall be scheduled on the work year calendar for individually-directed preparation prior to the start of the school year.

2. **District Technology Day**: One District technology training day is for the purpose of technology training and implementation, subject to continued successful passage of the district technology levy. Employees who do not attend the technology training day or make up technology training day will have their TRI reduced by seven and one-half (7.5)
hours of per diem pay, pro-rated by FTE.

C. Additional Responsibilities, Professional Learning, and Enrichment

TRI/PLE pay shall be understood to be 6.96175% 7.78142 of the Base contract, plus two (2) the two and one-half (2.5) Professional Learning and Enrichment (PLE) Days identified in subsections B.1 and B.2 paid at the employee's per diem rate, plus longevity bonuses of $2,036 $2,077 at Step 15 (14 years of experience) or $5,243 $5,348 at Step 20 (19 years of experience). The longevity factors are increased to $2,199 at Step 15 (14 years of experience) and $5,662 at Step 20 (19 years of experience) effective April 1, 2023. The TRI/PLE contract recognizes that employees provide a professionally responsible level of services in the following areas which are above the basic contract:

1. Preparation for and attendance at up to two (2) building activities outside of the workday, such as open houses, curriculum nights, parent education nights, school and community functions, and concerts (alternative activities may be substituted with the approval of the employee's supervisor);
2. Attendance at a minimum of two (2) instructional technology integration training experiences provided by Instructional Technology Coaches and/or Site Technology Leads;
3. Demonstrate the use of technology as a tool in the employee's professional practice as a means for positively impacting students and learning;
4. Teachers will utilize and update the District-adopted Learning Management Solution (LMS) for each grade level or grade band (e.g., Schoology, Google Classroom, SeeSaw, classroom website, etc.) to promote student success; and
5. Each employee shall update at the start of each school year and as necessary during the school year their District-provided web page with information for students and parents to access relevant information that may include: contact information, links to relevant LMS portal portholes, course syllabus, and important class information.

ESA and/or Special Education Staff may discuss alternatives to any of the foregoing tasks that are not relevant to their position, with the Director of Instructional Technology and their Supervisor.

D. For the 2020-21 2022-23 school year, the salary schedule rates for the TRI/PLE contract are built off the base salary in Appendix B have been increased by 1.8%. For the 2021-22 school year, the salary schedule rates in Appendix B shall be increased by the inflationary adjustment factor for employee salary variables in the prototypical school funding model (currently the implicit price deflator), if any, when such variable is included and funded in an adopted state budget.

Delete CERT Article X, Section 3 (Optional, Mutually-Agreed Upon Professional Learning (MAPL) Time) and the correlating MAPL form within the appendix
Amend CERT Article V, Section 2, Subsection A to read as follows:

A. In accordance with RCW 28A.405.240, employees may be issued supplemental contracts for assignments in addition to their basic contract. Splitting the assignment of a supplemental position may be initiated by employees and granted through mutual agreement of the employees and the District. Supplemental contracts will only be issued to employees for the positions and paid in the amounts as found in Certificated Supplemental Salary Schedules (See Appendix B: Schedules). The supplemental schedule in Appendix B shall remain the same as the 2021-22 school year.
Meetings and Professional Development (A11)

Amend the first paragraph of CERT Article IV, Section 2 as follows:

CERT Article IV, Section 2 – Teacher Meetings
Certificated employees cannot be required to attend meetings during their preparation and/or lunch periods, or attend meetings in excess of three (3) hours in any one month (unless time carded). Annual safe schools training is included in this meeting time. The three (3) hours of meetings in any month is exclusive of emergency meetings or professional responsibilities outlined in Article IV, Section 12 — Certificated Workday. It is the responsibility of the employee to keep track of these meetings. Efforts shall be made to ensure that meeting and professional development topics are relevant to all in attendance. Staff required to meet shall be notified at least two (2) days in advance, except in case of emergencies.

Amend the second paragraph of CERT Article V, Section 15 as follows:

The District will have thirteen (13) days per year to use for District-directed work. No more than one (1) District-directed day will be scheduled in each February and December. The work on two (2) of the District directed early release/late start Wednesdays will be determined by job-alike (e.g., grade level, departmental, CISS, etc.) teams in collaboration with their administrator for work centered around a building’s school improvement plan or other building or District initiatives.

Amend the CLS Article IV, Section 16 as follows:

CLS Article IV, Section 16 – Classified Staff Meeting

At least three times per year, a principal or designee will host a classified staff meeting in each school building. The first meeting will be held prior to December 1 each year. The purpose of this meeting is to encourage communication, relay building-wide information, discuss concerns or emerging issues, and allow classified perspectives to be shared.

In addition, classified staff shall be invited/allowed to attend District-directed and building-level meetings and they shall be allowed to utilize their 24 optional hours for their attendance in consultation with their supervisor.
Enter into an MOU with MIEA CERT that reads as follows:

The following provisions are changes to the CBA agreed upon by the District and Association for the 2022-23 school year:

1. The number of District-directed early release/late start Wednesdays described in Article V, Section 15 shall be reduced from thirteen (13) to twelve (12) with one of the District-directed days in June changing to teacher-directed.

2. At the elementary and middle schools, four (4) teacher-directed early release Wednesdays will be designated as shortened work days and employees are free to leave the school site at the end of the student day without any expectation of work. At the high school, eight (8) teacher-directed late start Wednesdays will be designated as shortened work days and employees are free to arrive at the school site 10 minutes prior to when the student day begins without any expectation of work during the teacher-directed time.

3. A half-day early release of students and staff will be scheduled for all schools on the day before Winter Break and on March 16.

Certificated Workday (A16)

Add a paragraph to the 2022-23 schedule MOU identified in issue A11 above that reads as follows:

4. Elementary school schedules shall be configured to provide certificated employees with a 40-minute lunch period inclusive of time for transitioning students to the lunch room.
MAPL Hours/Certificated Time (A12)

Amend the first paragraph of CERT Article V, Section 6 as follows:

The school calendar shall be bargained and shall include one hundred eighty (180) student school days; three (3) professional development days described in Article X, Section 1.C; one and one-half (1½) days of preparation time described in Article X, Section 2.B.1; and one (1) District Technology Day described in Article X, Section 2.B.2. A preservice day shall be designated prior to the opening of school. One half (1/2) of the preservice day shall be designated for individual teacher preparation. The calendar will be developed no later than May 1 of the prior school year. (See Appendix B)

Changes to CERT Article X, Section 1, Subsection C are included above with Issue A1

Changes to CERT Article X, Section 2, Subsection B.1 are included above with Issue A1

Changes to CERT Article X, Section 2, Subsection C and D are included above with Issue A1

Delete CERT Article X, Section 3 and the correlating form within the appendix
Reduced Impact of Substitute Pay (A7)

Amend CERT Article IV, Section 9 as follows:

Article IV, Section 9 – Non-teaching Duties and Emergency Substitute Teacher Coverage
The District acknowledges that a teacher's primary responsibility is to teach.

Certificated staff shall not be required to:
- Perform supervision of cafeterias at the elementary, middle and high schools except as part of a teaching assignment.
- Collect money from students at the middle and high schools.
- Supervise hallways and/or bus loading at the secondary level on a regular basis.
- Supervise the study hall except as part of a teaching assignment.
- Transport students in a private vehicle to activities which take place away from the school building.

By law, District administrators are responsible for ensuring that all students are under the supervision of a certificated employee when in a classroom. Because of a substitute shortage, District administrators may need to assign certificated staff to supervise classes that are not a part of their teaching assignments.

In emergencies, a principal or the principal's designee an administrator or designee may request only certificated employees to cover classes that are not a part of an employee's regular teaching assignment. When the District must assign certificated staff to cover classes or programs that are not a part of the their teaching assignment, efforts shall be made to assign coverage on an equitable basis.

Administrators may cover a class in an exceptional circumstance on a casual basis, when no certificated employee is available.

Arrangements for class coverage may be made on a voluntary basis among certificated employees with the building principal's approval. To permit attendance at specific professional programs or regional or state interscholastic sports' activities, arrangements to use other certificated employees to cover classes may be initiated by the staff in cooperation with the principal.

All certificated staff who cover a class in lieu of planning time or a previously scheduled class will receive compensation at the certificated hourly rate.

In some instances, a teacher who has a planned absence to conduct school business will need to return to the classroom when not enough substitutes are available. If a planned school business absence is rescheduled, the impacted teacher may receive up to one (1) hour of compensation at the certificated hourly rate for the time to plan for the substitute following supervisor's approval.
Elementary Classroom Coverage
When a substitute teaching position is not filled, the impacted school principal or designee will consider the sequence below of following classroom coverage options, placing emphasis on minimizing impact to the instructional day.

- Instructional Coaches
- Teacher Librarians
- Art Specialists

When a Teacher Librarian's or specialist's teaching assignment (World Language, Art, Music, and P.E.) cannot be covered with a substitute teacher, the classroom teacher who misses planning will receive compensation at the certificated hourly rate.

In rare cases where no certificated employee has been assigned to cover the class, the students will be temporarily assigned to other classrooms. Teachers will receive compensation at the certificated hourly rate for the time spent teaching the additional students from the impacted class.

Amend CERT Article V, Section 16 as follows:

CERT Article V, Section 16 – Substitute Salaries & Assignments
Employees shall have the right to request substitutes to cover their classes when they are absent. Insofar as possible, the preferred substitute shall be secured whenever an employee is absent. No substitute will be sent to fill a position for which the substitute is not qualified.

The District will use teachers in the recall pool as substitutes on a first priority basis.

Classified employees who substitute for certificated positions shall be paid the hourly rate of their current classified assignment or the pay for the certificated substitute assignment they accept, whichever is higher. Classified employees who hold two (2) or more classified assignments shall be paid at the highest of their classified rates of pay or the certificated substitute rate, whichever is higher.

Staff who are in unpaid leave status will be permitted to substitute at the applicable hourly substitute rate. The District may require individuals seeking to take advantage of this opportunity who have entered unpaid leave status due to medical reasons to provide medical verification that working in a substitute capacity will not compromise their health. Employees on leave who apply and work as a substitute will continue to have an active District email account.

The certificated substitute rate of pay is currently:

<table>
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<th></th>
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<th>Half Day 3.75 hrs</th>
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<tbody>
<tr>
<td>M &amp; F</td>
<td>$220.00</td>
<td>$110.00</td>
<td>$29.33</td>
</tr>
<tr>
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<td>$100.00</td>
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</tr>
<tr>
<td></td>
<td>$196.50</td>
<td>$98.25</td>
<td>$26.20</td>
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</table>
The District has the discretion to increase the substitute rate of pay by a maximum of $0.56 $5.00 per hour for each year of this contract. The District will inform the Association whenever changes to the substitute rate of pay are made.

Bonus for cumulative paid hours:

<table>
<thead>
<tr>
<th>Cumulative Paid Hours</th>
<th>Bonus Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>300 225 hours (equivalent of 40 30 days)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Each additional 150 112.5 hours (equivalent of 20 15 days)</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

Substitute assignments of forty-five (45) or more in the same assignment shall be considered long-term substitute assignments and be paid in accordance with the employee’s placement on the certificated salary schedule (Appendix B). Payment will be retroactive to the first day of assignment and include any additional days assigned (including any mandatory non-student days).

Long-term substitutes will accumulate one (1) day of sick leave for every twenty (20) days worked in the long-term assignment, such leave to be used solely within the long-term assignment.

Part-time District employees substituting within the District will receive the certificated hourly pay rate established in Article V Section 12 of this Agreement.

All substitutes will report 30 minutes before their first teaching period and remain for 15 minutes after their teaching assignment. The teaching assignment includes instructional time and:
- Prep time on site (60 minutes at the secondary level and 30 minutes at the elementary level when the instructional time exceeds 150 minutes)
- Lunch (30 minutes when the instructional time exceeds 200 minutes)

A full workday is 7.5 hours and a half-day workday is three hours and forty-five minutes (3.75 hours). Any hours worked more than 3.75 but less than 6.5 hours will be paid at hourly rate. Any substitute working 6.5 to 7.5 hours will be paid for a full workday or 7.5 hours. All substitutes will have a three hours and forty-five minutes (3.75 hours) minimum assignment when called to substitute in any school.

Amend CERT Article VI, Section 8 as follows:

CERT Article VI, Section 8 - Leave of Absence Without Pay
A leave of absence without pay for a period not to exceed one (1) year may be granted by the Board to an employee for the reasons specified below. Such leave may only be extended for not more than two (2) additional consecutive years for reasons 3C or 4D below. For the purpose of this section a year shall mean any time the employee is on leave without pay for a period of at least fifty-five (55) consecutive working days for all or any portion of the employee’s District FTE employment:

Reasons for leave of absence may include but not be limited to:
- Professional leave and/or employment leave.
- Personal growth leave and/or travel leave.
- Pursuit of an advanced degree related to the field of education.
D. Illness, temporary disability, maternity leave, childrearing and/or adoption.

A leave of absence without pay for a period not to exceed fifty-four (54) working days may be granted by the Superintendent or designee.

Employees who are on leave for childrearing and working part-time on a limited contract may be granted leave for additional years beyond the three (3) year limitation.

A leave of absence without pay for a period not to exceed two (2) years may be granted by the Board to an employee for purposes of teaching overseas.

The District will make every attempt to place the employee in a similar position upon return to the District.

A leave of absence without pay for a period not to exceed fifty-four (54) working days may be granted by the Superintendent or designee.

Employees on an unpaid leave of absence may apply and be allowed to substitute at the applicable hourly substitute rate. The District may require individuals seeking to take advantage of this opportunity who have entered unpaid leave status due to medical reasons to provide medical verification that working in a substitute capacity will not compromise their health.

Written notification of intent to return from a leave (A, B, or C above) must be received by the appropriate District level administrator on or before February 1; otherwise, the district shall assume that the employee is not returning to the employee’s position. Employees on illness leave, temporary disability, maternity leave, childrearing and/or adoption leave (D above) child care leave and disability leave shall notify the district of their intention to return at least one month prior to the expected date of their return.

Amend CLS Article VI, Section 8 as follows:

CLS Article VI, Section 8 - Leave of Absence Without Pay

A leave of absence without pay for a period not to exceed one (1) year may be granted by the Board of Directors to an employee for the reasons specified below. Such leave may only be extended for not more than two (2) additional consecutive years for reasons 3C or 4D below. For the purpose of this section a year shall mean any time the employee is on leave without pay for a period of at least fifty-five (55) consecutive working days for all or any portion of the employee’s District FTE employment:

Reasons for leave of absence may include but not be limited to:

A. Professional leave and/or employment leave.
B. Personal growth leave and/or travel leave.
C. Pursuit of an advanced degree related to the field of education.
D. Illness, temporary disability, maternity leave, childrearing and/or adoption.

A leave of absence without pay for a period not to exceed fifty-four (54) days may be granted by the Superintendent or the Superintendent’s designee.

The District will make every attempt to place the employee in a similar position upon return to the District.

Employees on an unpaid leave of absence may apply and be allowed to substitute at the applicable hourly substitute rate. The District may require individuals seeking to take advantage of this opportunity who have entered unpaid leave status due to medical reasons to provide medical verification that working in a substitute capacity will not compromise their health.

A leave of absence without pay for a period not to exceed fifty-four (54) working days may be granted by the Superintendent or the Superintendent’s designee.

Written notification of intent to return from a leave must be received by the appropriate District level administrator on or before March 1, otherwise, the District shall assume that the employee is not returning to the employee’s position. Employees on child care leave and disability leave shall notify the District of their intention to return at least one month prior to the expected date of their return.

Amend CLS Article V, Section 27 as follows:

CLS Article V, Section 27 - Compensation for Temporary Coverage and Classified Substitute Salaries
In the event that an individual employee temporarily substitutes in a position with a higher classification than the employee’s regular classification, the employee’s salary will be readjusted as follows:

When substitution exceeds three (3) consecutive working days in the same position, the employee will be paid at the salary increment step in the higher classification which exceeds the employee’s regular salary.

A custodian is considered to be substituting for a custodian in a higher classification when that employee assumes the route, the majority of the duties, or duties other than merely “coding” in or out of a building that are exclusive to those duties of a custodian in a higher classification. When a custodial employee is assigned to temporarily substitute for a custodial position with a higher classification than the employee’s regular classification, the custodial employee will be paid at the same salary increment step in the higher classification beginning the first day of substituting. A custodian assigned to perform minor additional tasks of an absent colleague will not be substituting in a classification above the employee’s normal classification.

Employees who have retired from the District but return to substitute will be paid at the same classification and step as held at retirement. People in the recall pool and other classified substitutes not on Letter of Assignment shall be paid at the substitute rates on the hourly rate schedule in
Appendix B. For the 2020–21 and 2021–22 school years, the salary schedule rates in Appendix B shall be increased by the inflationary adjustment factor for employee-salary variables in the prototypical school-funding model (currently the implicit price deflator), if any, when such variable is included and funded in an adopted state budget.
Enter into a new 2022-23 MOU Re Coaches & Librarians Subbing that reads as follows:

The Puget Sound region is currently experiencing a substitute shortage. Due to this issue, when a substitute cannot be found, the District uses, among others, its Instructional Coaches and Elementary Librarians to serve as substitutes. This impacts the employees because they must then shift some of their work to other times, potentially outside of school hours.

Under current contract language, Article IV, Section 9, “All certificated staff who cover a class in lieu of planning time or a previously scheduled class will receive compensation at the certificated hourly rate.” As Instructional Coaches and Elementary Librarians do not have a typical class schedule, when an Instructional Coach or Elementary Librarian agrees to substitute, that employee shall be paid their regular contract pay. In addition to the employee’s salary for that day, an Instructional Coach or Elementary Librarian who serves as a substitute when a substitute cannot be found shall be paid the certificated hourly rate, currently $35 per hour, for up to four (4) hours/per day for the time they serve as a substitute, rounded to the nearest 15-minute increment.

The District’s Absence Coordinator shall enter this time in time and attendance on behalf of the employee. The employee shall inform the Absence Coordinator via email of the amount of time the employee served as a substitute. This MOU is intended to apply to those instances when an Instructional Coach or Elementary Librarian agrees to substitute when a substitute cannot be found.

This is a non-precedent setting Agreement and will be effective for the 2022-23 school year. In recognition that Instructional Coaches and Teacher Librarians have other assigned duties, all requests to substitute will be reported to the affected employee’s evaluative supervisor.
Amend CERT Article IV, Section 19, Subsection B as follows: School Psychologist Caseload

Amend CERT Article IV, Section 19, Subsection C as follows:

C. Release Days

Each SLP and special education teacher shall be provided three (3) release days per year (prorated by FTE) or twenty-one (21) hours of additional paid time at the certificated hourly rate, or an equivalent combination of both, to prepare IEPs, develop assessment reports, monitor student progress and/or hold meetings with parents. For special education teachers, such days shall be subject to the availability of substitutes and scheduled in advance with the site administrator who will verify substitute availability before approval. The selection of release time or paid time will be at the employee’s discretion. The ability of a special education teacher to take a release day is subject to substitute availability and must be scheduled in advance. Release days must be taken in half-day or full-day increments and cannot be used on Fridays or school days adjacent to a break or holiday in the school calendar. For SLPs, such days shall be scheduled in advance with approval from the District’s special education administrator to minimize the impact on direct services to students. Additional paid time can be worked in half-hour increments. If any part of the release days are not used by the end of the school year, the balance will be paid at the certificated hourly rate within the August payroll warrant.

Amend CERT Article IV, Section 19, Subsection D.1 as follows:

D. Special Education

1. **Workload Stipend**: A $1,500 $3,000 responsibility stipend, prorated by FTE, will be paid on a supplemental contract for any P-21 special education classroom teacher; or **ESAs** (SLP, OT, PT, or school psychologist) for responsibilities related to preparing IEPs, developing assessment reports, completing other required special education paperwork and/or holding meetings with parents outside the normal workday and work year.
Nurses (A18)

Amend CLS Article V, Section 1, Subsection F, as follows:

F. **Health Care Plan Preparation:** Nurses will be provided with three (3) four (4) additional paid days (on a timecard) for health plans and health room preparation prior to the start of school in order to meet federal and state requirements. These paid days are in addition to the classified optional work and training hours in Article V, Section 15.

Amend CERT Article V, Section 14, second paragraph, as follows:

**Health Care Plan Preparation:** Nurses will be provided with a supplemental contract for two (2) three (3) additional contract days for health plan preparation and maintenance, new student enrollment, parent meetings, and review of immunization, etc. prior to the start of school in order to meet federal requirements. This time will be scheduled at the employee's discretion. With supervisor approval, nurses may timecard one (1) additional day, if needed, to complete the health care plans and other required tasks.
Amend CERT Article V, Section 14, “Overnight Field Trips” subsection, as follows:

**Overnight Field Trips:** Employees are not required to attend overnight trips.

Employees will be provided an additional $100-$200 a night for school sponsored, whole grade level or department level, curriculum approved overnights on contracted and non-contracted workdays. An additional $100 $200 will be paid for each non-contracted workday. A “night” starts at the ending time of the employee’s contracted workday and lasts until the start time of the employee’s contracted workday.

An additional person responsible for the health/emergency care for students will be in attendance.

This stipend does not extend to staff members who oversee clubs, sports, or teachers who are currently on a stipend that takes into consideration overnight field trips.

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Amend CLS Article V, Section 28 as follows:

**Section 28 – Overnight Field Trips**

Employees are not required to attend overnight trips.

Employees who attend will be provided an additional 5 hours at $20 an hour paid at their regular rate of pay for school-sponsored, whole grade level or department level, curriculum approved overnights on assigned or non-assigned workdays. An additional 5 hours at $20 an hour will be provided for each non-assigned workday paid at their regular rate of pay. A “night” starts at the ending time of the employee’s assigned workday and lasts until the start time of the employee’s assigned workday.

Assigned days: regular wages

Nights on assigned days: 5 hrs @ $20/hr the employee’s regular rate of pay unless overtime applies.

Non-assigned days: 5 hrs @ $20/hr the employee’s regular rate of pay unless overtime applies.

Non-assigned nights: Shrs @ $20/hr the employee’s regular rate of pay unless overtime applies.

Special needs paraprofessionals will receive their hourly rate for student contract time and related duties.

An additional person responsible for the health/emergency care for students will be in attendance.
Custodial Vacation (A19b)

Amend Article V, Section 14.8.5 of the CLS contract as follows:

5. Custodial Vacation Scheduling:

a. Members of the custodial group are not required to submit annual vacation request calendars. Instead, members of the custodial group must request all vacations of three (3) consecutive workdays in length or more thirty (30) calendar days in advance. All custodial vacation requests of two (2) consecutive workdays or less in length must be requested two (2) weeks in advance. Failure to timely request a vacation may result in the automatic denial of the request.

b. Custodial vacation requests will be approved by the Director of Maintenance and Operations or designee. Such approval shall not be unreasonably withheld.

c. If a custodian's vacation request is denied, that custodian's next vacation request will take priority over the request of any other custodians.

d. Barring extremely unusual circumstances, custodians may not take vacation during the two weeks before school starts and the first day of school (together, the “Blackout Dates”). The Director of Maintenance & Operations shall determine if unusual circumstances exist.

e. Accumulation: Vacation time for custodial employees scheduled to work on a year-round basis may be accumulated, provided that such accumulated vacation shall not exceed forty-eight (48) days in a contract year. If vacation is left unused at the end of a contract year, members of the custodial group may carry over up to twenty (20) days into the next contract year. An additional ten (10) days may be carried over with prior approval of the Superintendent or designee if (a) the demands of the job are such that the employee is requested to remain on the job and not take the annual allotment of vacation time, or (b) the employee desires to accumulate vacation time in order to take more than the annual allotment during a particular year, providing that job conditions warrant.

f. Custodial employees may choose to cash out up to five (5) vacation days a year paid at the employee’s hourly rate of pay.
Classified Technology Training (D11)

Letter each titled subsection of CLS Article V, Section 15 and amend subsection D as follows:

D. Technology Training Hours

All classified employees will be provided access to the hardware and software determined by the District to be necessary for the effective performance of an employee's duties and twenty-six (26) hours (prorated for employees hired after the first workday of the school year) specifically related to technology training relevant for classified educators. This includes, but is not limited to, the technology day in the MISD August training, as capacity allows. The use of these hours will be mutually agreed to by the employee and the employee’s supervisor. The District will provide and/or promote training opportunities specific to the employees’ responsibilities and professional interests that fall under the technology category. For those classified employees whose additional training hours may be taken during the regular workday, workday hours that were supplanted for training purposes may be utilized on an overtime basis.

The District will identify eight (8) of the twenty-six (26) hours of technology training to be paid at double (2 times) the employee's regular hourly rate and count as sixteen (16) of the twenty-six (26) available tech hours. These hours will be scheduled on dates and times outside of the regular workday. Of the twenty-six (26) technology training hours, any of the sixteen (16) hours not used at double time, as well as the remaining ten (10) hours, will be available for use at the employees' regular rate of pay.

Consistent with RCW 28A.320.330, tech training options for custodians, bus drivers and other relevant classified staff will include training related to: (a) the installation and integration of modernized technology systems, products and services for operations and instruction; and (b) training related to the installation and/or use of the hardware, software, and online applications which are an integral part of the District’s technology systems, facilities, or projects. This may include:

- Hands-on learning and vendor-provided training on technologically-upgraded new equipment (e.g., 360 machines, specialized equipment, etc.); and
- Fire system and security system training (e.g., how to swap out faulty equipment, etc.).
Counselors (A20)

Amend Article IV, Section 19.F as follows:

**F. Secondary Counselors and Section 504 Coordinators**
School counselors play a critical role in maximizing K-12 student outcomes, including those related to attendance, academic achievement, high school graduation, postsecondary readiness, and social-emotional development. Research shows that lower counselor-to-student ratios enable counselors to work more closely with students and address their unique needs, and that school counselors should be able to use their time to provide direct and indirect services to students.

**Counselor Workload**
Counselors shall not be required to work as the core schedule coordinator at their school, but may provide input as requested or offered.

**G. Section 504 Coordinators**
The District and Association recognize the critical role certificated educators play in the planning, documentation and implementation of necessary accommodations for students with disabilities under Section 504 of the Rehabilitation Act of 1973. Plans with primarily a physical health component are often managed by school nurses. To assist in the coordination and compliance with other student Section 504 plans, the District shall staff each elementary school with at least a 0.2 FTE certificated staff member and staff the middle school with at least a 1:375 student staffing ratio. The high school shall be staffed with sufficient ESA counselor staffing to provide at least 0.4 FTE above a 350.1 student/counselor ratio for coordination of student 504 plans.

Enter into a new MOU to read as follows:

1. **The District will add a new classified position (category 2 on the salary schedule) at MIHS for a College and Career Readiness Specialist at 7.5 hours per day for the 2022-23 school year. The District and MIEA will collaborate on a job description for this position and may include input or feedback from individuals involved in the earlier effort to design a college and career readiness center at the high school.**

2. **The District and Association have a shared interest in developing a College and Career Readiness Center at MIHS and will convene a committee in the 2022-23 school year to plan for its continued development. Each party shall appoint up to 5 members each for this committee who may solicit feedback from other stakeholders including students and parents. The committee shall deliver a report to the Association President and the District Superintendent no later than March 3, 2023.**
Amend CLS Article V, Section 4 as follows:

ARTICLE V, Section 4 – Assignment, Vacancies, Voluntary Transfers and Involuntary Transfers

Assignments: The District has an obligation to assign employees on the basis of their qualifications and to take into account the interests and aspirations of the employees. Employees shall be assigned on the basis of their qualifications and certifications in accordance with the laws of the State of Washington and regulations of the State Superintendent of Public Instruction.

Supervisors are encouraged to consult employees regarding assignment. If it is determined that a change in assignment will be made, the employee will be notified in writing of the new assignment as soon thereafter as possible in writing. The notification will include the position, building or buildings, salary and other pertinent facts concerning the assignment.

Supplemental positions shall not be obligatory but shall be made with the consent of the employee. Preference in making such assignments shall be given to employees under contract.

Reasonable effort will be made to assign employees who are to work in more than one building in such a manner that inter-building travel is minimized.

If a paraeducator’s assignment schedule must be altered, supervisors shall meet in person or virtually with the affected employee and provide two (2) workdays prior notification to affected paraeducators and teachers; except when unforeseen issues would prevent necessary services to students.

Vacancies: A vacancy may be filled by the voluntary transfer of an employee. The District will only advertise the vacancy in the District if the position has not been filled first by an employee in the recall pool or subsequently by a voluntary transfer. If the District decides not to fill a vacancy during a school year, the decision and reasons for the decision will be provided to the Association President.

Notices of vacancies for positions of more than (3) three hours will be posted on the District website; if the position has not been filled by an employee from the recall pool. This notice will include a job description and a set of qualifications necessary for the vacancy. All candidates will be evaluated in regard to the job description and qualifications statement. Employees will be given five (5) days after the notices are posted to apply for the vacancy. All employees who meet the written qualifications shall be granted an interview before the position is filled. Classified employees with a classified Limited Letter of Assignment who perform in a satisfactory manner through the end of their assignment shall be granted an interview when applying for positions with similar responsibilities open within the following year. Employees interviewed shall be notified in writing as to whether they were selected or not. Employees not receiving the job will be given the reasons they were not selected if they so request.

For vacancies of three (3) hours or less not filled from the employees within the recall pool within a school year, administrators will alert part-time classified staff within the building the vacancy is located.
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that a position is open. Such alert shall be made no less than five (5) days before the posting closes. 
may be assigned by the principal within their respective buildings from the pool of qualified part-time 
employees who have expressed interest by placing their names in the pool. It is understood that some 
part-time positions will not allow an employee to take another part-time position because of the time 
of day the work must be performed. Part-time employees that have not met the threshold to qualify 
for access to the health benefits pool shall be given priority if their qualifications and skills are 
appropriate. If the position cannot be filled within the building, it will be posted on the at the District 
level-website.

**Voluntary Transfer:** At any time, an employee may initiate a request for voluntary transfer. This 
request shall be in writing and must indicate the position(s) to which the employee wishes to transfer. 
The employee may withdraw a transfer request any time prior to the notification of transfer by 
providing written notice to the appropriate District administrator. Written requests for transfer expire on November 30 each year and must be reinitiated by the employee.

**Involuntary Transfer:** An involuntary transfer will be made only in case of an emergency or to prevent 
undue disruption of the instructional program. In the event that a vacancy is not filled after being 
posted for at least 10 calendar days by an employee who has been subject to a reduction in force (RIF) 
and is in the recall pool the District will follow the following procedure prior to exercising an 
involuntary transfer. The below procedures will also be followed where human resources are 
over-allocated in one area and need to be moved to an area/location of need:

**A1.** Identify the appropriate seniority classification from which the vacancy needs to be filled.

**B2.** Notify all employees within that seniority classification of the vacancy in writing and/or in 
person, whichever is most appropriate, and solicit from them a voluntary transfer.

**C3.** If there is not an acceptable appropriate volunteer, the District will exercise the involuntary 
transfer action.

**D4.** Volunteers will not be sought when employees have been retained at another level or subject 
department due to reduction in force (RIF). Prior to an involuntary transfer, the administrator(s) 
involved shall share with the affected employee the reason(s) for the involuntary transfer and 
discuss the transition. The employee may invite an MIEA representative of their choice to attend 
this meeting. Such meeting will be timely held.
Amend CLS Article VII, Section 5, 6, and 7 as follows:

ARTICLE VII, Section 5 – Layoff/Adverse Effect/Reduction in Force/Recall

Layoff shall be defined as follows: Termination of employment due to economic setback, inoperable facilities, a decrease in the workload, and/or other conditions that reasonably require a reduction in force.

A. In the event the District anticipates a need to lay off employees, it shall notify the Association President no less than thirty (30) calendar days prior to separating or adversely impacting an employee under the provisions of this Article. The District and Association President shall subsequently meet to discuss the impact of the reductions and implementation of these provisions.

B. As soon as possible after the District has decided a layoff is necessary, it shall update the Association on the positions to be eliminated, the positions to be reduced in hours, and the names of affected employees. Employees laid off under the provisions of this section shall be notified by the District in writing thirty (30) calendar days prior to the effective date of layoff.

C. The District may reduce the total work hours of individual employees receiving a Letter of Assignment up to thirty (30) minutes per day, as long as provided:

1. A notice of the reduction comes before the open enrollment period for changes in insurance benefits and the reduction does not cause an employee qualified for health benefits to fall below the qualifying threshold; and

2. Anyone reduced during the school year, or between school years, will be notified and offered additional time within their classification (by seniority) up to the amount of time reduced if that time becomes available within that school, within the following twelve (12) months.

Adjustment in excess of this amount will be considered to have adverse effect and be subject to the adverse effect/layoff procedures in this article. This applies to all employees beginning in their fourth year of employment, with the exception of any temporary positions. (See Section 3.E above.)

D. This section does not apply to the category of school bus driver.

E. In the event that the District must place a classified employee in a lower paying category and/or reduce the hours and/or days worked, the employee may accept the following options:

1. Accept the lower paying category;
2. Accept reduced hours; or
3. Accept layoff. (See Section 6.)

F. If the employee accepts option 1 above, then the compensation shall remain at the existing level for a period of one-hundred twenty (120) days or until the end of the term of the current
Letter of Assignment, whichever comes first.

G. If the employee adversely affected by the elimination of a position or reduction of hours is not the least senior employee in that category, they may displace the least senior employee in that category, provided that they possess the required qualifications outlined in the job posting. The displaced employee will be placed into the recall pool.

If there are multiple adversely affected employees who are not the least senior in a category, they will be offered a choice of positions, starting with the most senior adversely affected employee and proceeding to the least senior adversely affected employee. The positions offered will be the least senior positions in the category and equal to the number of adversely affected senior employees. The displaced employees go into the recall pool.

H. The District will provide appropriate training for any employee who is required to assume new tasks as a result of adverse action and/or administrative redistribution of assigned duties. The request for additional training may be initiated by either the employee or the District.

I. The District will provide the Association with advance notice of any adverse action to facilitate communication and to ensure that Article VII—Layoff, Adverse Effect, and Recall is appropriately implemented.

Section 6 – Notice of Layoff/Adverse/Reduction in Force
By June 10, or the first working day after June 10, the District shall issue notification of “Reasonable Assurance” for those employees who are expected to be offered Letters of Assignment for the coming school year.

If employees are to be terminated or adversely affected at the end of their Letter of Assignment, then notification of “layoff and/or adverse effect” will be given by June 15. If employees are to be terminated or adversely affected during their Letter of Assignment (mid-year), notice will be given as soon as practical.

Section 7 – Recall
A. Employees who have been laid off and adversely affected shall be placed in a recall pool for a period of not less than two (2) years (September 1 to August 31) after layoff or adverse effect. It shall be the responsibility of the employee who wishes to remain available for recall to furnish the District with the employee’s current email address and telephone number. Each person in the recall pool shall be considered an employee on leave of absence without pay status, with rights of reemployment when a position for which the employee qualifies becomes available.

B. Employees in the recall pool shall be ranked by seniority in their appropriate seniority category or categories as defined under “Seniority” in Section 3 – Seniority.

C. Available positions within each category shall be filled by employees from the recall pool in the order of their seniority, the employee having the greater amount of seniority taking
precedence over the one having less. The employee must accept the position offered or their unemployment benefits will be terminated and their name will be removed from all recall lists, if the offered position meets the following criteria:

1. The position is in the same category as the position that was lost;
2. The position offered sustains the employee's status of access to health benefits;
3. The number of hours is within an average of one hour per day, compared to the position that was lost;
4. The employee does not require extensive training on essential functions of the job; and
5. The employee has the minimum qualifications and necessary skill sets as outlined in the job posting.

D. If an employee in the recall pool is offered and accepts a position that does not meet criteria 2 and 3 above, the employee can remain in the recall pool until such time has passed that they are not eligible to be in the recall pool or their hours are restored such that 2 and 3 are fulfilled.

E. Once an adversely affected employee accepts a recall offer, they no longer remain in the recall pool, as long as the new position does not cause the employee to fall beneath the threshold to qualify for health benefits, if they qualified in the prior position.

F. Offers for positions made to employees in the recall pool shall be made via email and telephone. Upon receipt of such an offer for recall, employees shall have five (5) business days to accept or decline the recall offer. If no response is received, by the end of the five (5) business days, the offer will be rescinded and offered to the next most senior person in the recall pool for that category.

G. If there is no qualified employee available in the recall pool, or if all qualified persons available decline the offer, the District can open the position to persons outside the recall pool.

H. Classified employees who have been laid off and who request that their name be placed on the classified substitute list shall be put on a priority listing and will be called to substitute for long term substitute positions for which another substitute has not been requested/designated.

I. An employee may remove their name from any recall list at any time.

J. The employee's bargaining unit seniority prior to layoff shall be restored upon return to active employment within the bargaining unit, assuming such return is within two years from adverse action.

K. The District shall notify the Association President of each individual selected for recall as soon as possible.
Other MIEA issues

**Classified Supplemental Schedule (A2b)** – Add "site equity team" to CLS supplemental schedule in column I.

**Certificated Workday (A16)** – moved this issue to be included within A11 response language (pg 3)

**Faculty Meeting Attendance** - Amend the third paragraph of Article IV, Section 2, as follows:
Allowance shall be made for those employees who are unable to attend faculty meetings to receive the material at another time. **Exceptions may be made to permit remote attendance when practical.** Such approval shall not be unreasonably withheld.