

MERIDIAN SCHOOL DISTRICT NO. 505

MERIDIAN EDUCATION ASSOCIATION

AGREEMENT

September 1, 2010 - August 31, 2013

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PREAMBLE

This Agreement is entered into between the Board of Education on behalf of the Meridian School District No. 505 herein referred to as the "Board" or "District" and the Meridian Education Association herein referred to as the "Association"

DURATION

The term of this Agreement shall be from September 1, 2010 to August 31, 2013.

The parties acknowledge that during the negotiation of this agreement, each had the unlimited right and opportunity to make proposals and demands with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement, and no oral statement shall add to or supersede any of its provisions. The parties agree not to obligate each other to bargain collectively with each other even though the subject or matter may not have been within the knowledge or contemplation of either or both parties, provided that all conditions of employment in effect at the time of the signing of this agreement shall not be changed during the life of this agreement.

The Association agrees to enter into collective bargaining for a successor agreement upon notice not less than ninety (90) days nor more than one hundred twenty (120) days prior to the expiration of this agreement. If the Association fails to comply with this provision the contract shall continue in full force and effect for like term.

The parties agree that for each year of this Agreement, a recommended calendar shall be prepared by a committee representing teachers, classified employees, administrators, parents, students and board members. The recommended calendar shall follow the calendar "template" adopted in Board Policy No. 2220.

Signed this _____ day of _____.

MERIDIAN EDUCATION ASSOCIATION

MERIDIAN SCHOOL DISTRICT NO. 505

President

Board Chairperson

ARTICLE I
RECOGNITION AND DEFINITIONS

Section 1
RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel regularly employed by valid contract with the District whether under contract or on leave. In addition, substitute certificated employees employed by the District for a period in excess of twenty (20) consecutive work days in the same assignment within the current school year or in the same assignment as a continuation of the immediately preceding school year, shall be considered to be part of the bargaining unit . Such representation shall exclude administrators.

Section 2
DEFINITIONS

Unless the context in which they are used clearly require otherwise, when used in this Agreement:

The term "Agreement" shall mean this entire contract.

The term "Association" shall mean the Meridian Education Association.

The term "Board" shall mean the Board of Directors of the Meridian School District Number 505.

The term "MEA" shall mean the Meridian Education Association.

The term "days" shall mean working days unless otherwise specifically defined in this Agreement.

ARTICLE II
STATUS AND ADMINISTRATION OF AGREEMENT

Section 1
RATIFICATION AND MUTUAL CONSENT

This Agreement shall be ratified first by the membership of the Association and then by the Board and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of the parties.

It shall become effective in accordance with the duration clause herein.

This Agreement may be reopened for amendment only by mutual consent of the parties, except in the event the Public Employment Relations Commission rules that a specific subject not included in this Agreement is a mandatory item and the District contemplates action on said subject, negotiations shall be required at the request of either party. Requests for such amendment by either party must be in writing and must include a summary of the proposed amendment.

Section 2
CONFORMITY TO LAW

This Agreement shall be governed and construed according to the constitution and laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.

Section 3
COMPLIANCE OF AGREEMENT

Any individual contract between the District and a certificated employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 4
RELATIONSHIP TO EXISTING POLICIES
PROCEDURES, PRACTICES, RULES AND REGULATIONS

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

Section 5
DISTRIBUTION OF THE AGREEMENT

Within thirty (30) days following the signing of this Agreement the District shall make the agreement accessible on the District website and shall post a copy in the staff room of each building.

Section 6
ADMINISTRATION OF AGREEMENT

The Association President, or his designee, may meet at times mutually acceptable, with the Superintendent, or his designee, to discuss the administration of this Agreement.

"The parties agree to meet whenever necessary to discuss matters of concern. Meeting times will be determined by the Superintendent and the Association President."

ARTICLE III
ASSOCIATION RIGHTS

Section 1
EXCLUSIVITY

The District agrees that those rights reserved for the Association as the exclusive bargaining representative by RCW 41.59 shall not be extended to any other organization.

Section 2
COMMUNICATIONS, BUILDING AND EQUIPMENT USE

- A. The Association may use employee mailboxes, electronic mail or other communication services in its communications to members so long as such distribution neither disrupts District operations nor advocates either support for, or opposition to, political positions or support for, or opposition to, candidates for public office.
- B. The Association may use District buildings for meetings at such times as will not interfere with the normal operation of the District and when such use will not entail additional costs for building maintenance or custodial care. The Association will notify the building administrator of such meetings in advance.
- C. The Association may use business machines of the District at reasonable times when such equipment is not otherwise in use. The Association shall furnish all paper and supplies related to such use and shall be responsible for any damage or maintenance which can be directly related to their use of the equipment.
- D. The Association may utilize a bulletin board provided in each faculty lounge in each school in the District, provided that, such usage neither advocates support for, or opposition to, political positions or support for, or opposition to, candidates for public office.
- E. The Association will not use employee mailboxes, electronic mail or other district communication services during work stoppages or strikes or to mail strike votes or strike pamphlets.

Section 3
AVAILABILITY OF INFORMATION

Upon request the District shall furnish to the Association the following information:

- A. School District Budget and any amendments thereto (F-195).
- B. Accounting of the previous years' budget (F-196).
- C. SPI report which lists all certificated personnel employed by the District as of October 1 of each year and contains the degree level, credits earned, years of experience, mix factor, assignment codes, etc. (S-275).
- D. Monthly 1191 Report from SPI.

E. Any changes and/or modifications made in A-E above.

In addition to the specific information listed above, the Association, upon request, is entitled to obtain information which may be necessary for it to carry out its duty as the bargaining representative.

Section 4
RELEASED TIME

Whenever Association representatives are mutually scheduled with District representatives to participate in grievance hearings or negotiations sessions during working hours, said representatives shall suffer no loss of pay.

ARTICLE IV
TERMS AND CONDITIONS OF EMPLOYMENT

Section 1
RIGHT TO JOIN AND SUPPORT THE ASSOCIATION

No member of the bargaining unit will be required to join the Association; however those employees hired after September 1, 1989 who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association. The amount of the representation fee will be determined by the Association and transmitted in writing to the District business office. The representation fee shall be an amount less than the regular dues for the Association membership, in that nonmembers shall be neither required nor allowed to make political (PULSE or NEA/PAC) deductions. This representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

Current employees of the District who are not members of the Association on September 1, 1989 shall be exempt from the representation fee provisions of the section.

Section 2
EMPLOYEE SAFETY AND PROTECTION

1. The District is responsible for providing a safe and healthful working environment and a system for reporting accidents that will satisfy state and federal statistical requirements.
2. Certificated employees shall be named as additional insureds under the comprehensive liability insurance policy of the Meridian School District.
3. In the case of a late arrival due to inclement weather or emergency, employees must report to work 30 minutes prior to the arrival of students.

Section 3
EMPLOYEE FACILITIES

- A. The District will develop a schedule for the purchase of equipment whereby each classroom shall have the following equipment for the use of certificated employees in that facility:
 1. Serviceable desk, chair and filing cabinet.
 2. Space to store instructional materials and supplies.
 3. The District will make a good faith effort to provide a clean, well-lighted work area appropriate to the needs of the particular instructional program.
 4. The District will make a good faith effort to provide the technology necessary to effectively complete the duties of the position assigned.

- B. Building facilities for use of certificated employees will include the following:
1. Work area containing equipment and supplies to aid in the preparation of instructional materials.
 2. A faculty room.
 3. Private dining facilities.
 4. Access to a telephone in a private setting.

In cases where space limitations exist, the above four (4) aforementioned areas may be combined.

The District will make a good faith effort to provide well-lighted and clean faculty restrooms, separate from student restrooms, subject to building limitations.

Section 4 INDIVIDUAL TEACHER CONTRACT

The District shall provide each teacher a contract in conformity with Washington State Law and this Agreement.

- A. Release from Contract: Teachers can only be released from their contracts upon approval of the Board of Directors. A teacher under contract shall be released from the obligations of the contract upon request under the following conditions:
1. A letter of resignation must be submitted to the Superintendent's office.
 2. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted prior to that date.
 3. A release from contract may be granted after July 1, provided a satisfactory replacement can be obtained.
 4. A release from contract may be granted upon the teacher's request in case of illness or other personal matters which make it impossible for the teacher to continue in the District.
- B. Length of Contract: The length of the regular teacher contract shall be one hundred eighty (180) days plus any additional state funded days added to the state salary schedule.
- C. Early Release In-Service Days: Early Release In-service Days are designed to give teachers and administrators time to collaborate on the development and implementation of needed school improvement plans. The mission, vision, and goals of the district and building will guide Early Release In-service activities. There shall be eight (8) early release in-service days per year to be used and scheduled as follows:
1. Four (4) days shall be teacher-directed and designated for teachers to engage in specific work related to student assessment, development and planning for implementation of curriculum, instruction, and assessment. One (1) day shall be scheduled prior to the end of the semester for the High School and one (1) day shall be scheduled prior to the March report card cutoff for K-8. One (1) additional early release in-service day (for a total of five (5) days) shall be scheduled for P/K-5 teachers.

2. Four (4) early release in-service days shall be district directed for the Middle School and High School and three (3) early release in-service days shall be district directed at the P/K-5 level.

D. Early Release for Certificated Employees: In addition to the Early Release In-Service Days, certificated employees shall have an early release day on the day before Thanksgiving and the last day of school and shall be released from all duties thirty (30) minutes after students are dismissed. This shall be in recognition of additional time spent on parent-teacher conferences.

Section 5 SUPPLEMENTAL CONTRACT

There shall be a Supplemental Contract for District-specified extra-curricular and supplemental assignments as contained on Appendix B. Appointments to extra-curricular and supplemental assignments are for one (1) year and shall be in accordance with current statutory provisions. The District shall notify affected employees in writing of appointments for the next year as early as possible and, as a general rule, no later than thirty (30) days before the assignment is to begin. If said assignment is known to the District, the District shall issue Supplemental Contracts for the next year as early as possible and shall endeavor to do so prior to the close of the school year. The requirements of Article IV, Section 4. A. shall apply to Supplemental Contracts as well as to regular teachers' contracts when the teacher is released from his/her regular contract.

Section 6 CLASSROOM VISITATION

To provide citizens of the District the opportunity to visit classrooms with the least interruption to the teaching process the following guideline is set forth: All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the teacher.

Section 7 PERSONNEL FILES

Personnel files of every certificated employee shall be open to him/her for his/her inspection.

Procedures to be followed by certificated employees wishing to see their Personnel files are as follows:

During the period for which he/she is under contract, the employee may come to the District Office and request to see his/her files. In the interest of the employee's time, it would be advisable for him/her to make an appointment in advance. During non-contracted periods, the appointment must be made in advance.

The Superintendent or his authorized designee will be present while the employee examines his/her files. This person is available to assist in the interpretation of the files.

Materials reviewed by an employee and judged by him/her to be derogatory to his/her conduct, service, character or personality may be answered and/or refuted in writing. Such written responses shall become a part of his/her written personnel records.

No material may be placed in a certificated employee's personnel files until the employee has been given a copy of the material.

A teacher may request that materials be removed from his/her personnel files.

A certificated employee may request a copy of any materials included in his/her personnel files. The District may make a nominal charge to cover the cost of producing these copies.

Access to the personnel files will be restricted to the following persons:

The certificated employee and/or the certificated employee accompanied by his or her designated representative;

The supervisor(s) of the employee;

The Superintendent of the District and the District employee or Board member authorized by the Superintendent.

Materials derogatory of the employee's conduct shall be removed upon agreement of the employee and principal/supervisor from the principals/supervisors working file after two (2) years of it's inclusion in the working file, provided that no incident of a similar nature occurs during the two-year period.

Section 8 DISCIPLINE SUPPORT

1. The parties agree that the teacher shall have the responsibility and right to maintain good order and discipline in the classroom and on the school premises at all times.
2. The administration and Board shall support and uphold its teachers in their use of prudent disciplinary measures in their effort to maintain and provide for a sound learning environment.
3. School principals will meet with the employees within the first two (2) weeks of the start of school to establish and/or review the building disciplinary standards.

Section 9 CONTROVERSIAL ISSUES

The parties agree that the Board of Directors, under Washington State Law, has final authority and responsibility in connection with the development and adoption of courses of study and lists of instructional materials. The parties adhere to the principle of the teacher's freedom to think and express ideas and concepts on issues, including controversial issues, when such are germane to the District's instructional program and when related to subject matter in a given grade level. Such freedom shall only be restricted to the extent that it impinges on or conflicts with the basic responsibility of the teacher to follow and utilize the district-approved course of study. Teachers will use professional judgment in determining the appropriateness of the issues presented, taking into consideration the maturity level of students and with full cognizance that the District's schools are not the appropriate forum for personal causes or points of view held by an employee.

The parties further agree that matters pertaining to controversial issues shall not be subject to the grievance procedure hereinafter provided.

Section 10
ASSIGNMENTS, VACANCIES AND TRANSFERS

Definition of Terms:

1. An “assignment” shall mean the placement of an employee as a teacher of a grade level(s)/subject area(s) or as a specialist (Librarian, Counselor, etc.).
2. A “reassignment” shall be the change in assignment within a building.
3. A “transfer” shall mean the change in assignment from one building to another within the District.
4. A “vacancy” shall mean an unassigned position, existing or newly created, that is declared by the District.

B. Assignments/Reassignments:

1. All newly appointed employees shall be given an assignment at the time of employment, or as soon as practicable.
2. Assignments are subject to change at any given time due to unanticipated changes in enrollment, staffing patterns, course offerings, or teacher qualifications.
3. Personnel shall be reassigned first, in accordance with the needs of the District; second, where the administration feels the employee is most qualified to serve; third, as to expressed preference of employees in order of seniority in the District, all other considerations being equal.
4. An employee who is directed by administration to change the physical location of their work space (Classroom or Office) shall be compensated for twenty-one (21) hours of time at the current curriculum rate \$31.33 plus ten (\$10) dollars for each of the twenty-one hours.
5. An employee who is directed by administration to change their teaching assignment after the beginning of a term (Grade Level or Class Schedule) shall be compensated for seven (7) hours of time at the current curriculum rate for each of the seven hours.
6. All assignments will be given as soon as reasonably possible.

- C. Vacancies: In order to assure that currently employed certificated employees have the opportunity to apply for vacancies, all teaching and administrative vacancies and procedures for applying shall be publicized to the staff by posting notices in each school’s office and each faculty room as far in advance of the day of filling such vacancy as possible. During vacation periods, those persons who have expressed special interests to the Superintendent in writing will be notified of appropriate openings.

D. Transfer Requests by Individuals:

1. Certificated employees who desire a transfer for the following year shall make written request to the Superintendent prior to April 1. This transfer request shall expire September 1 unless renewed in writing.
2. Employees who have submitted a transfer request, as provided herein, shall be given first consideration for any vacancy or new position in the area for which the transfer was submitted. The District will not hire for said positions from outside the District until it has been determined that either:
 - a. No transfer request for the position in question has been appropriately submitted by a current employee;
 - b. No current employee who has submitted a transfer request is as qualified or more qualified for the available position than any other applicant;

- c. Transferring a current employee into the available position would affect the education program so as to make the transfer educationally detrimental to the District's program.

E. Transfer by Administrative Decision:

1. The superintendent shall notify certificated personnel who are transferred by administrative decision for the following year, as soon as practicable but not later than July 15, except in emergencies.
2. A transfer shall require the District to offer the affected teacher a three (3) day supplemental contract prior to the opening of school for the purpose of preparing for the change, or if the change is made after the start of school, three (3) days of release time shall be granted prior to the effective date of the change. In cases where the change is a partial change, the supplemental contract days or the release days shall be in proportion to the amount of the change. The teacher shall complete the preparation with the supervision of the building principal.
3. No teacher shall be required to transfer to a position for which he/she is not qualified.
4. Prior to making transfers by administrative decision the District will consider volunteers.
5. Before any person is transferred by administrative decision, he/she shall have an opportunity to meet with the Superintendent to discuss the transfer.

Section 11
DISCIPLINARY ACTION

No employee shall be formally reprimanded, disciplined, or reduced in rank or compensation without just cause.

An employee shall be entitled to have present a representative of his choice during any action that may result in disciplinary action.

Any complaint, other than criminal, made against an employee shall not be used as a basis for disciplinary action unless that complaint has been called to the attention of the employee within seven (7) school days of the receipt of the complaint.

No employee shall be reprimanded or disciplined in the presence of any student or parent unless it is the opinion of the person doing the reprimanding or disciplining that this is the only practical alternative then available, due to the emergent nature of the situation.

Section 12
SEXUAL HARASSMENT

Consistent with Board Policy, sexual harassment of employees, or by employees, is prohibited in any form, at any time.

Section 13
ADMISSION TO SCHOOL SPONSORED EVENTS

All employees of the Meridian School District shall receive admission to school sponsored events without charge with the following understandings:

1. The employee must sign in upon entrance
2. The employee shall provide supervision should the need arise due to unforeseen circumstances.

ARTICLE V
MANAGEMENT RIGHTS

The Association recognizes that subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the Meridian School District Number 505 under existing law, rules and procedures.

Recognizing the relationship noted above, the parties agree that the District retains all the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the District or any part of it, consistent with the laws of Washington State. It is expressly recognized that the Board's operational and managerial responsibilities include:

1. The right to determine location of the schools and other facilities of the school system including the right to establish new facilities and to relocate or close old facilities.
2. The determination of the financial policies of the District, including the general accounting procedures and the development of the inventory of supplies and equipment.
3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions subject to the terms of this Agreement.
4. The use of School District properties and facilities.
5. The determination of safety, health and property protection measures where legal responsibilities of the Board or other governmental units are involved.
6. The right to relieve employees from duty for cause.
7. The right to create, modify or eliminate instructional programs and the subjects to be taught.
8. The right to establish job classifications and descriptions.
9. The right to determine policies affecting the selection of employees.
10. The right to make assignments for all programs of an extracurricular nature.

Nothing in this Agreement shall limit, in any way, the District's contracting or subcontracting of non-teaching services, supplies and equipment.

ARTICLE VI
GRIEVANCE PROCEDURE

Definitions

As used in this statement:

- A. "Grievance" means an allegation by a teacher of a violation of the specific terms of this agreement.
- B. "Grievant" means a teacher filing a grievance, or the Association filing a grievance alleging violations of Article IV, Association Rights.
- C. "Days" means teacher working days, except after the last teacher working day it shall mean any day in which the administrative offices of the District are open for business.

General Conditions

- A. Time Limits: No grievance shall be entertained or processed unless it is filed within the time limits set forth herein. If a grievance is not appealed within the time limits set forth in each step, it shall be automatically waived.
- B. Contents of the Grievance: During each step where a grievance is formally filed, a written statement shall be submitted by the Grievant which shall clearly specify:
 - 1. The name of the Grievant.
 - 2. The facts upon which the grievance is based.
 - 3. The specific terms of the Agreement alleged to have been violated.
 - 4. When the alleged violation occurred.
 - 5. The results of the previous step in the grievance and why such results were unsatisfactory.
 - 6. The proposed remedy or remedies for resolution.
- C. Representation: Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association. A Grievant may be represented at all stages of the grievance procedure by himself/herself or at his/her option by an Association representative.
- D. Grievance of a Group: If, in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit formally such grievance to the Superintendent directly, and the processing of such grievance shall be commenced at Step two (2).
- E. Time of Meetings: Meetings or discussions involving grievances of these procedures shall not interfere with teaching duties or classroom instruction.
- F. The informal and formal procedures of Step 1 previously described herein, may be skipped if the violation, misinterpretation, or misapplication complained of, is outside the authority of the immediate supervisor to resolve.

Procedures:

- A. Step One: An employee with a complaint shall attempt to resolve the problem informally between the employee and his/her principal or immediate supervisor.
- B. Step Two: If the complaint is not resolved informally it shall be reduced to writing by the employee who shall submit it to the principal or immediate supervisor. If an employee does not submit his/her grievance to the principal in writing in fifteen (15) working days after the facts upon which the grievance is based first occur, or first become known to the teacher, the grievance will be deemed waived. The immediate supervisor or principal will arrange for a conference to take place within three (3) working days after receipt of the grievance. The Grievant will be present for the conference and may have Association representation if he/she desires. Within five (5) days following the conference the supervisor will provide the Grievant a written answer to the grievance.
- C. Step Three: If the grievance is not settled in Step Two (2) and the employee wishes to appeal the grievance to Step Two, the employee may file the grievance in writing to the Superintendent of Schools within ten (10) working days after receipt of the principal's or supervisor's written answer. This shall be done by submitting a copy of the original grievance complaint along with an indication in writing of reasons why the Grievant does not believe the written decision of the principal or immediate supervisor is adequate. The Superintendent or his/her designee shall arrange for a hearing with then Grievant to take place within five (5) working days of his/her receipt of the appeal. The Grievant may have Association representation if he/she desires. The Superintendent or his/her designee shall provide a written decision no later than ten (10) working days after receipt of the written grievance.
- D. Step Four: If the Grievant is not satisfied with the decision at Step Three (3) or if no decision has been rendered within fifteen (15) days following the filing of the appeal, the Grievant may request that the association submit the grievance to arbitration.

The Association shall notify the District of its desire to proceed to arbitration within twenty (20) days of the above timeline. The parties will, within ten (10) days, attempt to agree on a mutually acceptable arbitrator and, if unable to do so, the Association will request, within five (5) days of such attempt, a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Beginning with the Superintendent, the Superintendent and the Association shall strike names from the list until one individual's name remains, said individual to become arbitrator. The arbitrator selected will confer with representatives of the District and the Association, hold hearings promptly and will issue his/her findings of fact, reasoning, and conclusions on the issue submitted in writing not later than twenty (20) days from the date of the close of the hearings. The findings of the arbitrator shall be final and binding on the parties.

Neither party shall be permitted to assert in arbitration proceedings any evidence which was not submitted to the other party before the completion of Step Two (2) meetings.

Nothing in the Agreement shall prevent the Board and the Association from mutually agreeing on another method of arbitration.

Costs

The fee and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Powers of the Arbitrator

- A. It shall be the function of the arbitrator, and he shall be empowered except as his powers are herein limited, after due investigation, to make decision in cases of alleged violation of the specific articles and sections of this agreement.
- B. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- C. The following matters are excluded from binding arbitration provisions of this grievance procedure.
 - 1. The termination of services of or failure to re-employ any provisional teacher.
 - 2. The placing of a teacher on probation by the Superintendent.
 - 3. Matters pertaining to the discharge of an employee for which the specific terms of this Agreement are not applicable.
 - 4. Matters for which another method of review is specifically required by law.
- D. The arbitrator shall be limited to questions of procedure only relative to Article X, Evaluation.

No Reprisals

No reprisals of any kind will be taken by the Association or the District against any teacher because of his/her participation or non-participation in any grievance.

Personnel Files

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. One (1) year after the settlement of a grievance all specific references by name of individuals involved in the grievance shall be expunged from all documents, communications and records relating to the grievance.

ARTICLE VII
LAYOFF AND RECALL

In the event that the District anticipates a reduction in the force of certificated employees in the District due to (1) failure of anticipated revenues to materialize, making it impossible to maintain the educational program at the existing level after consideration is given to existing costs plus inflationary increases or (2) elimination or reduction of existing programs, the District shall provide the Association with a report on the anticipated reduction. The Association shall be provided an opportunity to share its views on the anticipated reduction with the District. Upon the determination by the Board that there is need to reduce the number of certificated employees, those certificated employees who will be retained and those certificated employees who will be laid off will be identified by using the following procedure:

- A. Qualifications - To ensure that the certificated staff recommended for retention will be qualified to implement the educational program determined by the Board, all certificated employees must possess a valid Washington State certificate and endorsement(s) required by the state of Washington for the position(s) under consideration.
- B. Seniority - For purposes of this section only, seniority is defined as years of certificated service within the Washington State public school system.

By February 1st of each school year, the District will prepare and distribute to the Association, a seniority list ranking certificated employees from greatest to least seniority.

In the event of more than one certificated employee having the same seniority ranking, all certificated employees so affected will be ranked in accordance with their total seniority as employees in the District from greatest to lowest.

In the event of more than one certificated employee having the same seniority ranking after applying the above provision, all employees so affected will be ranked in accordance with the number of education credits beyond the BA degree submitted to the District as of October 1st of the then current school year.

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

- C. Reduction Procedures - In the event certificated employees are laid off, the following procedure will be implemented:
 - 1. The staff requirements and projected student enrollment for all schools in the District will be listed by building.
 - 2. Reduction shall be by seniority (lowest seniority first laid off) provided that the qualifications as set forth in Section A are met.

3. Teachers currently assigned in full time positions shall be first assigned to all full time positions consistent with their individual seniority, and shall not be obligated to any part-time position, but may choose to accept such a position on a voluntary basis.

Certificated employees currently assigned in part-time positions shall be assigned to part-time positions only consistent with their current seniority, provided no part-time employee with less seniority shall be assigned to any part-time position unless such a position is declined by all employees (full and part-time) with greater seniority.

4. Employees laid off will be notified of layoff in accordance with applicable statutes and this agreement.

- D. Re-Employment Pool - Any certificated employee receiving written notice of contract non-renewal pursuant to the provisions of this policy shall be placed in an employment pool for possible re-employment for fifteen (15) months beginning July 1st, following expiration of his/her contract in effect at the time of layoff.

Employees in the employment pool will be given the opportunity to fill open positions based on qualifications as defined in Section A and seniority as defined in Section B, with the most senior, qualified recalled first.

Employees who were previously assigned to full time positions, shall be recalled to full time positions provided that such teachers shall have the option of accepting any part-time position that may exist without jeopardizing his/her recall status for any full time position.

Certificated employees who were previously assigned to part-time positions, shall be recalled to part-time positions provided that no part-time employee with less seniority shall be recalled to any part-time position, unless such a position is declined by all employees (full and part-time) with greater seniority.

The District shall give written notice of re-employment opportunity by sending a registered or certified letter to said employee, at his/her last known address. It shall be the responsibility of each employee to notify the District of any change of address. The employee's address, as it appears on the District's records, shall be conclusive when used in connection with non-renewal, re-employment, or other notice to the employee.

Any employee so notified shall respond within fourteen (14) calendar days from mailing of said notice, whether the employee accepts or rejects the position. If an employee rejects a position for which he/she is certificated to teach and such position is offered consistent with the aforementioned provisions of the Article, the employee shall be considered to have forfeited re-employment rights.

- E. Substituting - All positions of substitute teachers shall be offered to teachers in the re-employment pool before any other person is offered such a position.
- F. Benefits - All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to the teacher upon his/her re-employment and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

ARTICLE VIII
OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1
HOURS

- A. The total length of the regular workday, excluding a thirty (30) minute duty-free lunch period, shall not exceed seven (7) hours.
- B. In addition to regular building hours and consistent with the traditional expectations associated with the performance of professional employees, the following shall apply:
 - 1. Teachers shall spend time outside of building hours to the extent necessary for adequate preparation for instruction, pupil and parent consultations, attendance at parent group meetings and other activities related to instruction.
 - 2. All teachers may be assigned activities outside regular classroom duties by their principal or supervisor. These shall be undertaken in a manner so that no one person will have an undue share of such extra duties. Individual preference will be considered in assigning these activities.
 - 3. Teachers shall be required to attend a reasonable number of staff meetings outside of building hours as scheduled by the Superintendent or Principal.
- C. Teachers shall adhere to the daily schedule and shall make no commitments which will preclude their being present to their assigned responsibilities. Requests for exemptions must be submitted to the principal prior to the anticipated teacher absence and/or late arrival or early leaving. Teachers shall not leave the building to which they are assigned during class or preparation periods without the consent of the building principal.
- D. Student instructional time shall not exceed five and one-half (5 1/2) hours per day for any full-time employee. For less than full-time employees, student instructional contact time shall be prorated.

All full-time employees shall be scheduled for a minimum two hundred twenty five (225) minutes of planning time per regular week. As a basic rule all secondary (7-12) teachers shall have one (1) class period per day for instructional preparation within the regular student attendance day. Certificated 7-12 staff participating in a restructured instruction program shall be granted planning and preparation time equal to one class period per day on a weekly basis. Reasonable effort will be made to restrict interruptions of these planning periods. Planning periods will be effectively utilized by all employees.

This provision may be reopened, at the option of either party, if the current 7-12 instruction delivery system is modified.

- E. Travel time: Employees required to travel between buildings shall be provided adequate time for this travel.
- F. After 120 continuous minutes of student contact time, teachers shall have an opportunity for a five (5) minute relief break.

Section 2
CLASS SIZE

1. The District shall, to the extent possible, equalize class size among teachers of the same grade level within the K-6 program.
2. The recommended class size standards for the Meridian School District shall be the following number of students in any class within the District:

| | |
|------|-------------|
| K-4 | 25 students |
| 5-8 | 28 students |
| 9-12 | 32 students |
3. It is understood that traditionally large group instruction programs such as music (band, choir) and P.E. shall be exempt from this provision. In the case of special team teaching programs, the above recommended class size numbers shall be applied per teacher.
4. The District will send to the Association President or his/her designee, class-size reports by October 1 and February 1 of each school year. Each report will be by classroom for K-6, and by subject area classroom for grades 7-12.
5. Any employee, at any time during the school year, may direct the building principal to convene the class-size committee to discuss any concern the employee has about his/her class size, workload, class composition etc. As a result of this class-size committee meeting, the solutions provided below may be recommended to the Superintendent for implementation.
6. If the above recommended numbers are exceeded by two (2) students for over five working days, the class-size committee will help resolve the problem. The class-size committee shall consist of one (1) administrator, other than the Superintendent, the affected building Principal, the MEA President, and the affected teacher. The class size committee has five (5) working days to discuss the affected teacher's concern and to explore possible appropriate solutions. Possible solutions may include:
 - a) Providing Instructional Assistant time;
 - b) Providing additional supplies and materials;
 - c) Hiring additional certificated staff;
 - d) Transferring additional students within the building
 - e) Appropriate inservice training; and
 - f) Other solutions agreeable to the affected teacher.

When a majority of the committee agrees to a recommended solution, they will forward the recommendation to the Superintendent.

7. The Superintendent shall either select one solution from the list of recommendations submitted and implement the solution within five (5) working days, or if the Superintendent has concerns relative to the feasibility of the recommended solution(s), he may reconvene the committee to discuss both his concerns and/or other possible solutions. If above options A or C are chosen, implementation will be within ten (10) working days.

8. This section will become inoperable and not subject to the grievance procedure if the number of state funded instructional certificated staff per 1000 students is decreased below the level of the previous school year or if there is a financial crisis within the District. A financial crisis is defined as either a levy failure or a substantial decrease in state funding.

ARTICLE IX
LEAVES, SALARIES AND BENEFITS

Section 1
ILLNESS, INJURY, AND EMERGENCY LEAVE

Accumulation of Credit

1. Every teacher holding a regular position shall accrue twelve (12) working days illness, injury and emergency leave for each school year. Unused illness, injury and emergency leave shall accumulate to one hundred eighty (180) days. Employees on contract for more than one hundred eighty (180) days shall be allowed to accrue illness, injury and emergency leave up to the number of days of their contracted work year.
2. Illness, injury and emergency leave for the current contracted year shall be credited to the employee's account at the beginning of the contracted year. Employees who have a signed contract but are unable to perform work at the beginning of the current contracted year shall be allowed full usage of their accumulated illness, injury and emergency leave.
3. Employees on leave of absence do not accumulate illness, injury or emergency leave for that period.
4. Employees shall be notified of the accumulated illness, injury and emergency leave once a year.

Use of Illness, Injury or Emergency Leave

1. Employees who are unable to work because of injury, quarantine, personal illness, which shall include disabilities caused or contributed to by pregnancy and childbirth and recovery therefrom, care of a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision, or for bonafide emergencies, may take illness, injury and emergency leave up to the number of days accumulated.
2. When a teacher is absent from work due to illness, injury or emergency he/she shall give notice to the principal or his/her designee according to established District policy. If the absence is for consecutive days, the principal should be notified of the probable date of return.
3. Personal illnesses of five (5) consecutive workdays shall be verified by doctor's certificate upon request by the Superintendent. In case of extended illness, this certification shall be renewed at the end of thirty (30) days. At the request of the Superintendent, the employee shall submit for examination and report by a second physician, mutually agreed to, not professionally associated with his/her personal physician, at the District's expense.
4. Employees who are unable to work because of emergency situations may take leave up to the number of days of leave accumulated under this section.

The reason for such leave may include the following: Family illness or hospitalization, accidents that prevent the employee from reporting for work, serious damage to personal property, business or legal matters that must be taken care of during school hours, and other similar emergencies which make it impossible for the employee to work.

Emergency leave may be granted if:

- a. The problem has been suddenly precipitated or is of such nature that preplanning could not have relieved the necessity for the employee's absence; and
- b. The problem is serious and not one of minor importance or mere convenience.

It is not the intent of parties to use emergency leave to provide extensions of vacation and holiday leave because of transportation problems, i.e. failure of an airline to maintain schedules.

Employees requesting consideration for an absence under the emergency leave provision shall submit a detailed explanation, in writing, of the emergency causing the absence to the Superintendent of Schools, within five (5) days after return to duty.

The Superintendent shall be the authority responsible for approving or disapproving the emergency leave application. In case of disapproval, notification shall be received by the employee prior to salary reduction. If leave is denied he will so state the reason in writing within five (5) days.

5. All illness, injury, or emergency leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.
6. Any employee obtaining illness, injury, or emergency leave by fraud, deceit, or falsified statement shall be subject to disciplinary action.
7. Illness, injury or emergency leave because of an employee's physical incapacity will not be approved when the injury or illness is directly traceable to employment other than with the School District.
8. No District employee shall be entitled to sick leave while absent from duty due to the following causes:
 - a. Disability arising from any sickness or injury purposely afflicted or caused by unlawful conduct.
 - b. Sickness or disability sustained while on leave of absence without pay.
9. Employees may cash out eligible excess days on an annual basis, upon retirement, or in the event of death then through their estate, as provided by implementing rules and regulations of the SPI.
10. Employees may donate sick leave to a fellow employee who is suffering from, or has a relative suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his/her employment. Any such donation of annual or sick leave shall be subject to the terms and limitations of applicable state law.

Section 2
BEREAVEMENT LEAVE

Upon the death of an immediate family member or a person living in the immediate household as a member of the family, up to five days of bereavement leave shall be granted per occurrence. Upon the death of other relatives or close personal friends up to five days may be granted per occurrence. Such leave is non- accumulative. If additional leave is needed Illness or injury leave may be granted

Immediate family:

Spouse, Children, Father, Mother, Stepfather, Stepmother, Father-in-Law, Mother-in Law, Son-in-Law, Daughter-in-Law, Grandparents, Grandchildren, Brother, Sister.

Section 3
PERSONAL LEAVE

Three (3) days per school year shall be granted to employees for personal leave. Personal leave is not cumulative from year to year and shall not be used for other employment. Personal leave will be scheduled through the school principal. No more than two (2) employees per building may utilize personal leave on any given day.

Two (2) personal leave days will be in excess of illness, injury, and emergency leave, and if unused, will be cashed in at the end of the school year at the rate of \$135 per day. The additional pay will be included in the July pay warrant.

The third personal day will be deducted from the employee's sick leave. If unused, this day is not subject to the cash in provisions noted above.

Section 4
JUDICIAL LEAVE

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. The jury duty fee or witness fee received by the employee shall be remitted to the District, but such remittance shall not exceed the employee's normal daily pay from the District. If an employee is a plaintiff or defendant in a case, the employee may request a leave of absence without pay; upon receipt of a jury summons, or subpoena, the employee shall immediately notify the immediate supervisor and the Superintendent. The employee shall be required to furnish a signed statement from a responsible officer of the court as proof of jury service, or of witness, and the pay received.

Section 5
MILITARY LEAVE

In compliance with state law, a leave, not to exceed fifteen (15) days, shall be granted, if it cannot be scheduled during a school vacation period. If contracted days are involved, either a total deduction will be made from the employee's School District salary and he/she will keep his/her government compensation, or the government compensation less expenses, may be turned over to the School District and he/she will receive his/her normal pay.

Section 6
ASSOCIATION LEAVE

The District agrees to allow the Association President and/or his/her designee eighteen (18) days per year for Association business. The Association will reimburse the District the cost of providing a substitute for each day.

Section 7
CHILD CARE LEAVE

Child care leave for newborn infants or newly adopted pre-school children shall be granted without pay for a period not to exceed one (1) school year providing that the teacher returns at the beginning of a school term (quarter or semester). Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

Section 8
LEAVE OF ABSENCE

A leave of absence without pay for a period not to exceed one (1) year may be granted by the Board of Directors to a certificated employee subject to such terms and conditions as the Board shall determine. Any employee who has been granted a leave of absence must notify the district in writing of the employee's intent to return to work no later than April 1.

An employee returning from a leave of absence shall be placed in the same or similar position. A leave of absence may be renewed by the Board for up to one (1) additional year. The certificated employee shall submit to the Superintendent or his/her designee in writing a request for extension of the leave. Such request shall include the reasons for the request for extension and shall be submitted no later than April 1 of the year the leave is in effect.

Employees on leave may continue their group insurance premiums if they remit the total cost of such premiums to the District prior to the date payment is due.

Section 9
FAMILY ILLNESS LEAVE

Any certificated employee employed full time on a continuous basis is eligible for unpaid leave of absence during a contract year for family illness. Eligible employees will be provided 12 weeks of unpaid leave during any 24 month period to: (1) care for employee's newborn or newly adopted child, or (2) care for a child under 18 years of age that is suffering from a serious health condition. Part time employee may be granted Family Illness Leave on a pro-rated basis based on their FTE percentage.

Section 10
PROFESSIONAL DEVELOPMENT

- A. "Professional Development" grants for the purpose of advanced university study or other professionally related activity that may include professional certification and/or national board certification, may be approved for those certificated employees who have served the District for a minimum of one (1) year. A pool of \$8000 in 2010-2011, \$8,500 in 2011-2012, and \$9,500 in 2012-2013 will be available for "Professional Development" grants. If less than the yearly allotment is approved or granted, the remaining amount will be applied to the following year.

Interested employees must submit a letter of intended study to the Superintendent. A screening committee consisting of the superintendent or designee plus one additional district representative will meet and confer with the MEA president or designee and one additional association representative regarding the amount and distribution of the Professional Development stipends. There shall be a fall and spring meeting to review applications and distribute funds.

Employees approved for a Professional Development Grant shall receive a stipend up to a maximum of \$1000 per application. Reimbursement shall be provided with appropriate documentation of enrollment or completion. If the employee does not fulfill the intended study plan the entire stipend shall become due and payable to the District. Employees receiving a Professional Development grant are responsible for making the results available to the screening committee

This provision will be null and void in the event of levy failure.

- B. National Board Stipend: Certificated Employees who have successfully completed the requirements to become Nationally Board Certified shall receive an annual five hundred dollar (\$500) stipend to be included in the June payroll check. The stipend shall begin in the school in which the certification is achieved.
- C. Job Embedded Professional Development: A fund of not less than ten thousand dollars (\$10,000) shall be specifically designated for site specific professional development outside of the contracted day. Professional development activities shall include the collaborative development of lessons, common assessments, and collection and organization of data to inform instruction. The fund shall be allocated equitably per site based upon certificated employee FTE (High School, Middle School, MP3, Irene Reither Primary, and Ten Mile Creek Elementary) and paid at the curriculum rate. Certificated employees shall request funding from their principal.

This fund is supported with Title II, Part A federal dollars. The District commits to apply for funding each year it is available. If the District does not receive funding, this section shall be null and void.

- D. New Teacher Mentor: All new teachers to the District shall receive a mentor during their first year of employment for the purpose of assistance with development of lessons, common assessments, and collection and organization of data to inform instruction. Mentors shall be selected by the District based upon the needs and teaching area of the mentee. Mentors and mentees shall each receive ten (10) additional hours paid at the curriculum rate paid in the June paycheck in recognition of their time and effort throughout the school year.

Section 11
PROVISIONS OF SALARY SCHEDULE

A. EDUCATION CREDITS

1. Credits shall be calculated under the same rules used by the Superintendent of Public Instruction for placement on the salary allocation schedule.
2. To be applicable to placement on the salary schedule credits must be earned by September 1st and an official transcript filed with the District Office by September 15th. In extenuating circumstances where official university transcripts are not available, grade reports will be held in lieu of transcripts until October 15.

B. YEARS OF SERVICE

1. "Years of service" shall be calculated under the same rules used by the Superintendent of Public Instruction for salary allocation.
2. A certified statement of previous teaching experience must be furnished to the superintendent by the teacher.

Section 12
SALARY

- A. The salary schedule for each year of this agreement shall be the current state-wide Salary Allocation Schedule for Instructional Staff.
- B. The parties acknowledge the necessity for the District to comply with State compensation limitations. The parties intend that nothing in this Agreement shall operate to preclude the District from complying with State compensation laws nor to vest employees with compensation in excess of that provided for by law. Accordingly, the parties acknowledge that the District must retain the authority in consultation with the Association to make equitable compensation adjustments involving all certificated staff in order to ensure compliance with applicable laws.
- C. Compensation for certificated teachers working in the district designated summer school program shall be compensated at the current curriculum rate of \$31.33.
- D. If, during the term of the Agreement, the state modifies the structure of the current salary schedule, the Association, at its sole option, may reopen the Agreement to negotiate the structure of the salary schedule.

Section 13
EXTRA SALARY

- A. The Extracurricular Salary Schedule is included in the Appendices.
- B. Participation in certain district approved professional activities will be compensated at the rate of \$31.33 per hour subject to future increase in the base pay rate. Compensation for certificated staff who are invited by the District to be presenters at District professional development activities will be compensated at the curriculum rate of pay times four (4) for the number of hours in the presentation.
- C. Time Responsibility and Incentive (TRI) Compensation:
 - 1. TRI compensation shall be paid utilizing the schedule in Appendix B.
 - a. For the 2010-2011 school year, the TRI schedule shall increase by .65% of the 2009-10 state salary schedule plus three (3) new per diem days per employee beyond the contracted basic education work year, as described below. The three (3) additional per diem days added in 2010-11 shall remain in place and shall be added to the previously existing two (2) days, for a total of five (5) days beyond the contracted basic education work year.
 - b. For the 2011-2012 school year, the TRI schedule shall increase by an additional 1% of the 2009-10 state salary schedule.
 - c. For the 2012-13 school year, the TRI schedule shall increase by an additional 1.25% of the 2009-10 salary schedule.
 - d. TRI salary per diem placements for the 2010-2013 school years will be calculated from the 2009-2010 base salary.
 - e. Payment for TRI compensation shall be in twelve (12) equal payments.

2. In partial fulfillment of this additional compensation each certificated employee shall work a total of five (5) days (provided for in Section C.1.):
 - a. Four (4) of these days shall be teacher directed for the purpose of individual and collaborative preparation, planning for instruction, and the creation of assessments. Three (3) of these days shall occur on the Monday, Tuesday, and Wednesday prior to the first day of the student school year. The fourth day shall occur in October.
 - i. If the levy passes in 2012, starting in the 2012-13 school year two (2) of these days shall be flexible and individually scheduled and worked on-site in August for school year preparation. Assuming this change occurs, the two (2) non-flexible days shall be scheduled on Wednesday prior to the first day of the student school year and in October.
 - b. One (1) of the days shall be district directed and shall be the Thursday prior to the first day of the student school year.
 3. If, during the term of this agreement, the District suffers double levy failure, this provision will be reopened for negotiation by the parties.
- D. The district will provide seven (7) hours of additional time for newly hired employees at the rate of the employee's per diem. The additional optional day will be scheduled and structured in accordance with the mutual agreement of district and association representatives.
- E. For each year of this agreement, employees who are selected to participate in District-level committees will be compensated as follows:
- a. Committee Chair -- \$475.00
 - b. Committee Member -- \$275.00

Section 14 INSURANCE BENEFITS

- A. It is agreed that the School District will pay the monthly premium of a District approved family dental plan for all certificated employees who are employed for half-time or more.
- B. It is agreed that the School District will pay the monthly premium of a District approved family vision care plan for all certificated employees who are employed for half-time or more.
- C. The District will fund up to the amount contained below for insurance benefit purposes.

For all full-time employees, it is agreed that the School District will pay toward the premium for a District approved health insurance plan up to a maximum of the following amount per month: (state funded amount minus 40% of the HCA carve out).

If the sum of money generated by this formula is not sufficient to pay all premiums in full and employee deductions are necessary under the above formula the deductions will be made first from employees receiving the largest premium benefits.

- D. For each part-time employee that is .5 FTE or more, the School District will pay toward the premium for a District approved health insurance plan up to a maximum of the following per month: $FTE \times (\text{state funded amount} - 40\% \text{ of the HCA carve out})$.
- E. If, during the term of this Agreement, the District suffers double levy failure, this provision will be reopened for negotiation by the parties.

Section 15
TRAVEL ALLOWANCE

Mileage payment for use of private cars on authorized District business will be paid at the rate paid to state employees or District policy, whichever is greater.

Section 16
PAYMENT PROVISIONS

All teachers shall be paid in twelve (12) monthly installments. Each check shall contain one twelfth (1/12th) of the contracted salary. Payroll checks shall be issued to each teacher on the last weekday of each month.

Section 17
PAYROLL DEDUCTIONS

- A. Monthly deductions may be made from the salaries of certificated employees of the School District when a minimum of ten percent (10%) of the group so request. Organizations for which such deductions are being made are:
 - 1. Education Association Dues, Representation Fees, and WEA-PAC
 - 2. Whatcom Education Credit Union
 - 3. Tax Sheltered Annuity Programs
 - 4. Insurance Programs

- B. Deductions may also be made for the purchase of United States Savings Bonds and United Way.

- C. Deductions for each of the organizations listed above will be made when the School District receives:
 - 1. Signed application from the employee authorizing deductions.
 - 2. Monthly statement from the organization listing each certificated employee for whom a deduction is to be made and the amount of each deduction.

Section 18
INDUSTRIAL INSURANCE

An employee with accumulated sick leave who is temporarily disabled from working due to an injury or occupational illness which is covered by the state industrial insurance laws, Title 51 RCW, shall be paid by the District an amount equal to the difference between the amount the employee would normally earn and the amount paid the employee by the Department of Labor and Industries. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

ARTICLE X
EVALUATION AND PROBATION

Section 1
EVALUATION

- I. **PURPOSE** - The primary purpose for evaluation is to increase the opportunities for learning through the improvement of instruction/professional performance.
- II. **STRUCTURE** - All employees covered by this policy will be formally evaluated on an annual basis. Certificated employees new to the District will be evaluated within the first ninety (90) calendar days of their employment.

It shall be the responsibility of the principal or his/her designee to evaluate all certificated personnel in his/her school.

All certificated employees shall be observed at least twice in the performance of their assigned duties. The first observation shall be held prior to the first (1st) of February.

It is expected that all parties to the evaluation process will be thoroughly familiar with the procedure, forms and criteria to be used in the evaluation process.

Before the close of the school year, a final evaluation for each employee shall be prepared by the principal or his/her designee prior to May 31st. Individual observation forms may be attached to the final evaluation.

An employee may make a written response to his/her evaluation. Such response will be attached to the evaluation report and placed in the personnel file.

The evaluative criteria contained herein shall constitute the basis upon which employees are evaluated.

- III. **PROCEDURE** - Each employee shall be evaluated on either a **REGULAR** evaluation or a **SHORT-FORM** evaluation.

REGULAR evaluation: Each employee shall be observed within their performance role a minimum of two (2) times per year. Each observation shall be conducted for a period of not less than thirty (30) continuous minutes. Total observation time shall be a minimum of sixty (60) minutes.

Prior to at least two (2) observations the employee shall be informed in advance of the time of such observation, may be required to submit to the observer a copy of the lesson plan for the observation period, and at the request of either party, pre and/or post observation conferences shall be held within two (2) school days of the actual observation.

The evaluator may make additional observations without advance notice at his/her discretion. Observations used in evaluation must be of sufficient length to allow the evaluator to adequately assess the situation being observed. A record shall be made of each such observation and copies of those records to be retained by the evaluator as part of the evaluation, shall be given to the evaluatee within five (5) days.

SHORT-FORM evaluations: After four (4) years of satisfactory evaluations, the District may perform a short-form evaluation. Regular evaluations must occur at least every three (3) years. The employee or evaluator may request a regular evaluation. The short-form evaluation consists of:

- A. One 30-minute observation with a written summary, or
- B. Two observation periods totaling at least 60 minutes without a written summary, but with a final annual written evaluation.

Short-form evaluation process may not be used for determining unsatisfactory work, or as probable cause for non-renewal.

No employee shall be required to participate in a short-form evaluation process.

The following procedural requirements of the regular evaluation process shall apply:

- A. Designation of the evaluator.
- B. Time limit on the delivery of an observation(s) form(s).
- C. Prearrangement of observations.

PROFESSIONAL GROWTH OPTION: After four (4) years of satisfactory evaluations, the District may perform a professional growth evaluation option. The Professional Growth Option (PGO) is a locally established evaluation emphasizing professional growth.

- A. Only certificated staff who are recommended for short-form are eligible to participate in the PGO.
- B. All eligible staff may volunteer to participate.

Prior to May 31st a final evaluation report shall be prepared by the evaluator and a conference held between the evaluator and the employee to discuss the contents of the report. The employee shall acknowledge that the information has been presented to him/her by signing the report. The evaluator shall also sign the report. One copy of the report shall be given to the employee, one copy kept by the evaluator, and one copy shall be promptly forwarded to the District Office for filing in the employee's personnel file.

IV. EVALUATIVE CRITERIA

Criterion 1: INSTRUCTIONAL SKILL - The teacher demonstrates competency (knowledge and skill) in designing and conducting an instructional experience.

Possible Indicators: The evaluation procedure assesses such teacher abilities and practices as:

- 1.1. Identifying the learning need of individual pupils;
- 1.2. Establishing learning objectives/outcomes consistent with individual pupil learning needs;
- 1.3. Planning and developing a variety of instructional experiences appropriate to specified learning objectives/outcomes;
- 1.4. Conducting/implementing the instructional plan/experience;

- 1.5. Using the principles of learning to facilitate the learning objectives;
- 1.6. Assessing pupil's learning/achievement of outcomes and in using the resultant data in the design of future instructional experiences;
- 1.7. Identifying and implementing local School District policies which affect/influence instructional decisions, school and classroom procedures, etc.

Criterion 2: **CLASSROOM MANAGEMENT** - The teacher demonstrates competency (knowledge and skill) in organizing the physical and human elements in the educational setting.

Possible Indicators: The evaluation procedure assesses such teacher abilities and practices as:

- 2.1. Selecting/creating and using curricular/instructional materials and media appropriate to the pupil(s), subject matter, and the outcome/objectives to be achieved;
- 2.2. Organizing the physical setting so that it contributes to learning;
- 2.3. Identifying and appropriately using instructional resources available throughout the School District and the community;
- 2.4. Organizing individual, small group, or large group learning experiences as appropriate to the pupil(s), subject matter, and outcomes desired;
- 2.5. Providing a classroom climate conducive to student learning.

Criterion 3: **PROFESSIONAL PREPARATION AND SCHOLARSHIP** - The teacher exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.

Possible Indicators: The evaluation procedure assesses the teacher's demonstrated knowledge of and ability to:

Use instructional strategies/methods appropriate to the pupil(s), subject matter(s), taught and learning outcomes desired; Relate/use the principles and methods of teaching theory (learning, motivation, development, personality) as a basis for the design of learning experiences; Specify educational philosophy underlying one's instructional decision; Demonstrate commitment to professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc.); Implement statutes and rules/regulations which have implications for the professional's practice, subject matter, specialization, school policy; Demonstrate commitment to the profession and its code of ethics.

Criterion 4: **EFFORT TOWARD IMPROVEMENT WHEN NEEDED** - The teacher demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence.

Possible Indicators: The evaluation procedure assesses the teacher's commitment to and participation in:

Inservice and career development activities sponsored by the District, educational service district, and professional organizations; Continuing education and training initiated and selected by the individual;
Follow-through and response to recommendations included in periodic and annual personnel

evaluations; Self-assessment/evaluation and identification of strengths, needs and limitations.

Criterion 5: THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

- The teacher demonstrates ability to manage the non-instructional, human elements/dynamics occurring among pupils in the educational setting.

Possible Indicators: The evaluation procedure considers such teacher abilities and practices as:

- 5.1 Recognizing conditions which may lead to disciplinary problems;
- 5.2 Establishing clear parameters for student "in classroom" conduct and make known those expectations;
- 5.3 Developing appropriate strategies for preventing disciplinary problems;
- 5.4 Responding appropriately to disciplinary problems when they do occur;
- 5.5 Resolving discipline problems in accordance with law, school board policy, and administrative regulations and policies;
- 5.6 Assisting students toward self-discipline and acceptable standards of student behavior.

Criterion 6: INTEREST IN TEACHING PUPILS - The teacher demonstrates commitment to each pupil's unique background and characteristics and enthusiasm for enjoyment in working with pupils.

Possible Indicators: The evaluation procedure assesses the extent to which the teacher:

- 6.1 Enjoys the process of working with students;
- 6.2 Recognizes characteristics of each student;
- 6.3 Uses knowledge of individual student(s) to design learning experiences and facilitate learning.

Criterion 7: KNOWLEDGE OF SUBJECT MATTER - The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) at the elementary and/or secondary levels.

Possible Indicators: The evaluation procedure assesses the teacher's knowledge of the subject (s) he/she is required to teach and will consider the:

- 7.1 Depth of knowledge in the subject matter area;
- 7.2 Extent to which the teacher keeps abreast of new developments, ideas, and events in the subject matter area(s);
- 7.3 Enthusiasm and interest of the teacher in the subject(s) taught as reflected in the teacher's continuing professional development;
- 7.4 Relationship between one's subject matter field and other disciplines/subjects;
- 7.5 Breadth of knowledge in general education/liberal arts or pursuit of such knowledge.

Criterion 8: GENERAL SCHOOL SERVICE - The teacher demonstrates commitment to job responsibilities outside of the classroom that furthers the total school program.

Possible Indicators: The evaluation procedure assesses the extent to which the teacher:

- 8.1 Handles school routines promptly and efficiently and renders prompt and accurate reports;
- 8.2 Performs out of class supervision assignments promptly and efficiently
- 8.3 Cooperates and participates in school activities, contributes constructively to committee work and faculty meetings either voluntary or on assignments.

Section 2
PROBATION

- A. Every employee whose work is judged unsatisfactory based on District evaluation criteria shall be notified in writing of stated specific areas of deficiency(ies) along with a suggested specific and reasonable program for improvement at anytime after October 15 and before February 1st of each year.
- B. A probationary period shall be established beginning anytime after October 15 and no later than February 1. Probationary status shall last for a period of sixty (60) days ending no later than May 1. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his/her areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the Superintendent.
- C. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make written evaluation of the progress, if any, made by the employee. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his/her areas of deficiency. A record shall be made of each such evaluation and copies of those records shall be given to the evaluatee within five (5) days.
- D. During the probationary period, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance must occur and be documented by the evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the District.
- E. The probationer may be removed from probation if he or she has demonstrated improvement to the satisfaction of the principal in those areas specifically detailed in his/her initial notice of deficiency and subsequently detailed in his or her improvement program.
- F. In the event of lack of necessary improvement, the lack of improvement shall be specifically documented in writing with notification to the probationer and shall constitute grounds for finding of probable cause for non-renewal of the employee's contract under applicable law.
- G. This section shall not be applicable to "Provisional" employees.

Appendix A: State Salary Schedule

| |
|---|
| 2010–11 K–12 Salary Allocation Schedule for Certificated Instructional Staff |
|---|

| Years of Service | BA+0 | BA+15 | BA+30 | BA+45 | BA+90 | BA+135 | MA+0 | MA+45 | MA+90 or PhD |
|------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------------|
| 0 | 34,048 | 34,968 | 35,920 | 36,875 | 39,939 | 41,913 | 40,820 | 43,885 | 45,860 |
| 1 | 34,506 | 35,439 | 36,403 | 37,400 | 40,496 | 42,459 | 41,274 | 44,370 | 46,332 |
| 2 | 34,943 | 35,884 | 36,859 | 37,933 | 41,020 | 43,004 | 41,731 | 44,818 | 46,802 |
| 3 | 35,393 | 36,343 | 37,329 | 38,437 | 41,518 | 43,549 | 42,164 | 45,243 | 47,276 |
| 4 | 35,834 | 36,826 | 37,818 | 38,964 | 42,064 | 44,110 | 42,618 | 45,718 | 47,765 |
| 5 | 36,290 | 37,287 | 38,288 | 39,498 | 42,586 | 44,673 | 43,080 | 46,169 | 48,256 |
| 6 | 36,759 | 37,734 | 38,769 | 40,039 | 43,113 | 45,211 | 43,552 | 46,626 | 48,723 |
| 7 | 37,582 | 38,572 | 39,621 | 40,960 | 44,079 | 46,235 | 44,438 | 47,556 | 49,713 |
| 8 | 38,787 | 39,831 | 40,905 | 42,355 | 45,516 | 47,751 | 45,832 | 48,994 | 51,228 |
| 9 | | 41,135 | 42,262 | 43,765 | 46,999 | 49,310 | 47,241 | 50,477 | 52,788 |
| 10 | | | 43,635 | 45,247 | 48,524 | 50,913 | 48,724 | 52,003 | 54,390 |
| 11 | | | | 46,772 | 50,121 | 52,557 | 50,249 | 53,599 | 56,034 |
| 12 | | | | 48,249 | 51,761 | 54,269 | 51,835 | 55,238 | 57,748 |
| 13 | | | | | 53,440 | 56,024 | 53,476 | 56,918 | 59,501 |
| 14 | | | | | 55,128 | 57,844 | 55,165 | 58,716 | 61,322 |
| 15 | | | | | 56,563 | 59,349 | 56,599 | 60,242 | 62,917 |
| 16 or more | | | | | 57,693 | 60,535 | 57,731 | 61,447 | 64,174 |

Appendix B: TRI Schedule

2010-11 TRI COMPENSATION

*5 per diem workdays are included.

| Step | BA | BA+15 | BA+30 | BA+45 | BA+90 | MA | MA+45 | MA+90 DOC |
|-------------|-----------|--------------|--------------|--------------|--------------|-----------|--------------|----------------------|
| 0 | 2,776 | 2,851 | 2,928 | 3,007 | 3,257 | 3,328 | 3,578 | 3,739 |
| 1 | 2,814 | 2,889 | 2,969 | 3,050 | 3,302 | 3,366 | 3,618 | 3,778 |
| 2 | 2,849 | 2,926 | 3,005 | 3,093 | 3,345 | 3,402 | 3,654 | 3,816 |
| 3 | 2,886 | 2,963 | 3,044 | 3,134 | 3,385 | 3,438 | 3,689 | 3,855 |
| 4 | 2,921 | 3,002 | 3,083 | 3,177 | 3,430 | 3,475 | 3,728 | 3,894 |
| 5 | 2,959 | 3,040 | 3,121 | 3,220 | 3,472 | 3,513 | 3,764 | 3,935 |
| 6 | 2,997 | 3,077 | 3,162 | 3,265 | 3,516 | 3,552 | 3,802 | 3,972 |
| 7 | 3,064 | 3,145 | 3,230 | 3,339 | 3,594 | 3,623 | 3,877 | 4,053 |
| 8 | 3,163 | 3,247 | 3,335 | 3,454 | 3,711 | 3,736 | 3,995 | 4,177 |
| 9 | 3,163 | 3,354 | 3,435 | 3,568 | 3,832 | 3,852 | 4,115 | 4,304 |
| 10 | 3,163 | 3,354 | 3,557 | 3,689 | 3,957 | 3,973 | 4,240 | 4,435 |
| 11 | 3,163 | 3,354 | 3,557 | 3,813 | 4,087 | 4,097 | 4,371 | 4,569 |
| 12 | 3,163 | 3,354 | 3,557 | 3,935 | 4,220 | 4,227 | 4,504 | 4,709 |
| 13 | 3,163 | 3,354 | 3,557 | 3,935 | 4,357 | 4,360 | 4,641 | 4,852 |
| 14 | 3,163 | 3,354 | 3,557 | 3,935 | 4,495 | 4,498 | 4,787 | 5,000 |
| 15 | 3,163 | 3,354 | 3,557 | 3,935 | 4,612 | 4,615 | 4,912 | 5,130 |
| 16 | 3,163 | 3,354 | 3,557 | 3,935 | 4,704 | 4,708 | 5,010 | 5,233 |

2011-12 TRI COMPENSATION

*5 per diem workdays are included.

| Step | BA | BA+15 | BA+30 | BA+45 | BA+90 | MA | MA+45 | MA+90 DOC |
|-------------|-----------|--------------|--------------|--------------|--------------|-----------|--------------|----------------------|
| 0 | 3,119 | 3,203 | 3,290 | 3,377 | 3,658 | 3,739 | 4,020 | 4,200 |
| 1 | 3,161 | 3,246 | 3,335 | 3,425 | 3,709 | 3,781 | 4,064 | 4,244 |
| 2 | 3,200 | 3,287 | 3,376 | 3,475 | 3,757 | 3,822 | 4,105 | 4,287 |
| 3 | 3,242 | 3,329 | 3,420 | 3,520 | 3,802 | 3,863 | 4,144 | 4,330 |
| 4 | 3,282 | 3,373 | 3,464 | 3,569 | 3,853 | 3,904 | 4,188 | 4,374 |
| 5 | 3,324 | 3,415 | 3,506 | 3,617 | 3,900 | 3,947 | 4,229 | 4,419 |
| 6 | 3,366 | 3,456 | 3,551 | 3,668 | 3,949 | 3,990 | 4,271 | 4,462 |
| 7 | 3,442 | 3,533 | 3,629 | 3,752 | 4,037 | 4,069 | 4,356 | 4,553 |
| 8 | 3,553 | 3,647 | 3,746 | 3,880 | 4,168 | 4,198 | 4,487 | 4,692 |
| 9 | 3,553 | 3,768 | 3,859 | 4,008 | 4,305 | 4,327 | 4,623 | 4,835 |
| 10 | 3,553 | 3,768 | 3,996 | 4,144 | 4,445 | 4,462 | 4,763 | 4,981 |
| 11 | 3,553 | 3,768 | 3,996 | 4,284 | 4,591 | 4,602 | 4,909 | 5,132 |
| 12 | 3,553 | 3,768 | 3,996 | 4,419 | 4,740 | 4,748 | 5,059 | 5,289 |
| 13 | 3,553 | 3,768 | 3,996 | 4,419 | 4,894 | 4,898 | 5,213 | 5,450 |
| 14 | 3,553 | 3,768 | 3,996 | 4,419 | 5,049 | 5,053 | 5,378 | 5,617 |
| 15 | 3,553 | 3,768 | 3,996 | 4,419 | 5,180 | 5,184 | 5,518 | 5,762 |
| 16 | 3,553 | 3,768 | 3,996 | 4,419 | 5,284 | 5,288 | 5,628 | 5,878 |

Appendix B: TRI Schedule, cont.

2012-13 TRI COMPENSATION

*5 per diem workdays are included.

| Step | BA | BA+15 | BA+30 | BA+45 | BA+90 | MA | MA+45 | MA+90 DOC |
|-------------|-----------|--------------|--------------|--------------|--------------|-----------|--------------|----------------------|
| 0 | 3,546 | 3,643 | 3,741 | 3,841 | 4,161 | 4,251 | 4,571 | 4,777 |
| 1 | 3,595 | 3,691 | 3,792 | 3,895 | 4,218 | 4,300 | 4,621 | 4,827 |
| 2 | 3,639 | 3,738 | 3,840 | 3,951 | 4,272 | 4,347 | 4,668 | 4,875 |
| 3 | 3,687 | 3,786 | 3,888 | 4,004 | 4,324 | 4,393 | 4,713 | 4,924 |
| 4 | 3,732 | 3,836 | 3,939 | 4,059 | 4,382 | 4,440 | 4,763 | 4,974 |
| 5 | 3,780 | 3,884 | 3,987 | 4,114 | 4,435 | 4,488 | 4,809 | 5,026 |
| 6 | 3,829 | 3,930 | 4,038 | 4,172 | 4,491 | 4,537 | 4,857 | 5,074 |
| 7 | 3,915 | 4,018 | 4,126 | 4,266 | 4,591 | 4,628 | 4,953 | 5,178 |
| 8 | 4,041 | 4,148 | 4,260 | 4,412 | 4,741 | 4,774 | 5,103 | 5,336 |
| 9 | 4,041 | 4,286 | 4,391 | 4,559 | 4,896 | 4,921 | 5,258 | 5,498 |
| 10 | 4,041 | 4,286 | 4,545 | 4,713 | 5,055 | 5,075 | 5,416 | 5,665 |
| 11 | 4,041 | 4,286 | 4,545 | 4,871 | 5,221 | 5,233 | 5,583 | 5,836 |
| 12 | 4,041 | 4,286 | 4,545 | 5,026 | 5,390 | 5,399 | 5,753 | 6,015 |
| 13 | 4,041 | 4,286 | 4,545 | 5,026 | 5,565 | 5,570 | 5,928 | 6,198 |
| 14 | 4,041 | 4,286 | 4,545 | 5,026 | 5,742 | 5,747 | 6,116 | 6,388 |
| 15 | 4,041 | 4,286 | 4,545 | 5,026 | 5,892 | 5,896 | 6,275 | 6,553 |
| 16 | 4,041 | 4,286 | 4,545 | 5,026 | 6,009 | 6,014 | 6,400 | 6,684 |