

MERIDIAN SCHOOL DISTRICT NO. 505

MERIDIAN EDUCATION ASSOCIATION

AGREEMENT

September 1, 2017 - August 31, 2018

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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, 2017 to August 31, 2018.

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

Superintendent

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 four (184) 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.

In the event any of the following situations occur, the Building Principal will pre-approve and sign a timesheet for the employee indicating their approval.

- If an employee is asked by an administrator and agrees to cover the class of another employee thereby precluding utilization of their preparation period, such employee shall be compensated at

the pro-rated per diem rate of pay.

- If an elementary teacher misses a planning time due to lack of substitute coverage for a specialist absence (i.e. there is no substitute for the music teacher and therefore no music specialist time) the classroom teacher will be compensated for that time at their pro-rated per diem rate of pay.

- If a counselor, OT, PT, SLP, or Psychologist if asked to cover for an absent teacher, they will be compensated for that time at their pro-rated per diem rate of pay. This provision does not extend to classroom teachers with full time student teachers that are asked to cover for an absent teacher.

- 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. 1. The District and the Association recognize class size as an important factor in student learning. The parties acknowledge that concern with class size has led to the utilization of local resources to fund instructional positions beyond those funded by the state.
2. The goals of the class size/workload plan are: 1) improved instruction and student learning; 2) equity for classroom teachers and students; and 3) class size relief in a timely manner.
3. The District shall, to the extent possible, equalize class size among teachers of the same grade level within the K-6 program.
4. The maximum class size for the Meridian School District shall be the following number of students in any class within the District:
 - a) K-1 – 22 per class
 - b) 2-5 – 25 per class
 - c) 6-8 – 28 per class
 - d) 9-12 – 33 per class
5. It is understood that traditionally large group instruction programs such as music (band, choir) and P.E. shall be exempt from this provision, except to the extent that numbers of students arguably affect either student instruction or health and safety. The District commits to engaging in a problem-solving process with the MEA President in such cases that MEA brings forward a concern about student health or safety in these exempted instructional areas. In the case of special team teaching programs, the above recommended class size numbers shall be applied per teacher.
6. The recommended caseload for specialists within the Meridian School District shall be the following, based on 1.0 FTE and pro-rated for less than 1.0 FTE:

Speech Language Pathologist: 53 IEPs
Occupational/Physical Therapist: 40 IEPs
Psychologist: 1:90 Evaluations/Re-Evaluations

In the event a specialist has more IEPs than the above guidelines or a psychologist has more students than the above guidelines on the first school day of any given month, that employee will be considered overloaded for the month. In cases of overload, the employee shall have the choice of accessing support from the following list:

- Additional paraeducator support time (as available in the judgment of the District); or,
- Other solutions mutually agreeable to the affected employee and the District; or,
- The District commits to engaging in a problem-solving process with the MEA President in such cases that MEA brings forward a concern about caseload for SLP, OT, PT, or Psychologist.

7. In the interests of health and safety, the recommended caseload for Secondary science lab classes within the Meridian School District shall be 24 students, based on 1.0 FTE and pro-rated for less than 1.0 FTE. In the event a science lab class has more students than the above guidelines on the first school day of any given month, that employee will be considered overloaded for the month. In cases of overload, the employee shall have the choice of accessing support from the following list:

- Additional paraeducator support time (as available in the judgment of the District); or,
- Other solutions mutually agreeable to the affected employee and the District.

8. Eligibility for class size support is based upon district enrollment counts three (3) weeks after the start of each semester/trimester. When a teacher's class size exceeds the trigger number, teachers are eligible for support as outlined below.

9. The Superintendent shall select one solution from the list Below. If options a, c, or d are chosen, implementation will be within ten (10) working days.

- a) Transfer students to another class
- b) Compensate each affected teacher in the following manner:
At the elementary level, each teacher will receive an additional three-hundred dollars (\$300) per month if class size exceeds one (1) or two (2) students. For each additional student, the teacher will receive an additional seventy-five dollars (\$75) per month.
At the secondary level, each teacher will receive an additional one-hundred dollars (\$100) per month for each class that exceeds one (1) or two (2) students. For each additional student per class, the teacher will receive an additional twenty-five dollars (\$25) per month.
- c) At the elementary level, or only by agreement with the teacher at the secondary level, provide additional instructional aid time
- d) Provide additional certificated teacher time

10. 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 double 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 shall not be used for other employment. Personal leave will be scheduled through the school principal. Personal Leave will be granted on a first come, first served basis, when a qualified substitute is available to cover the absence of the employee. Personal leave may not be used during the last three (3) days of the school year. Exceptions may be allowed for clearly stated reasons, on a case by case basis. Written requests for exception should be forwarded to the Superintendent or his/her designee, and a written response will be provided within five work days.

Personal leave days will be in excess of illness, injury, and emergency leave, and if unused, may 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. Up to two (2) days can be carried over each year. No more than five (5) days of personal leave may be accrued. No more than five (5) days of personal leave may be taken or cashed out in any given year.

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 \$18,000 be available for "Professional Development" grants. This pool will be dispersed in Fall of 2017 and Spring of 2018 in the following manner: \$8,000 will be dispersed to the pool in Fall of 2017 and the additional \$10,000 will be dispersed to the pool in Spring of 2018. 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 \$2,000 per year unless mutually agreed upon by the Association and the District on a case-by-case basis to exceed this maximum. 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 twelve (12) additional hours paid at the curriculum rate paid in the June paycheck in recognition of their time and effort throughout the school year. Mentors and mentees will be required to attend a procedural review meeting with the District in September for one (1) of the twelve (12) allotted hours as well as a debrief meeting with the District in April for one (1) of the twelve (12) allotted hours.

- E. The School District will annually provide up to thirty (30) Washington State clock hours at no cost to the employee for District provided professional development. This provision will be null and void in the event of a double levy failure.

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 \$34.46 per hour
- 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 \$34.46 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 current state-wide Salary Allocation Schedule for Instructional Staff found in Appendix B.
 - a. For the 2017 - 2018 school year, the TRI Schedule shall reflect 27.0% of each individual's base salary (SAM) and includes the two LID days as part of TRI for a total of 184 days.
 - b. 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 two (2) days (provided for in Section C.1.):
 - a. One (1) day shall be District directed and shall be the Thursday prior to the first day of the student school year.
 - b. One (1) day shall be teacher directed and occur in January or according to the joint calendar committee.

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
- F. There shall be supplemental pay for District specified supplemental services as designated in the pay schedule for extracurricular activities and/or for days worked in addition to the basic employee contract (e.g., extended days for counselors, librarians, vocational personnel, etc.).

According to the terms of this provision, the parties have agreed to extend School District secondary (6 – 12) certificated counselors by ten (10) additional workdays. Elementary counselors (K – 5) shall have their contracts extended by two (2) additional workdays.

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. In 2013 – 2014 for all full-time employees, it is agreed that the School District will pay the full state insurance allotment for a District approved health insurance plan. The District will pay the HCA remittance for each employee up to a maximum of the following amount per month: (state funded amount minus 20% of the HCA carve out).

In 2014 – 2015 for all full-time employees, it is agreed that the School District will pay the full state insurance allotment for a District approved health insurance plan. The District will pay the full HCA remittance for each employee.

- D. In 2013 – 2014 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 x (state funded amount minus 20% of the HCA carve out).

In 2014 – 2015 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 x (state funded amount).

- 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

1. Introduction

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the selected instructional framework, teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

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

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025:

“To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.”

ARTICLE X, SECTION 2

2. State Criteria and Framework

a. Teachers will be evaluated based upon the criteria defined in Washington State law in WAC 392-191A-060. The eight state criteria are:

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

8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

b. Instructional Framework: The parties have agreed to the adopted evidence-based instructional framework developed by the University of Washington CEL and approved by OSPI. The instructional framework will be posted for employees on the District's website and incorporated into this Agreement by reference and appendix. Upon mutual agreement, the parties may select a different OSPI approved instructional framework.

ARTICLE X, SECTION 3

3. Applicability

1. This evaluation model is applicable to "classroom teachers" defined in law as a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g). The District and the Association shall meet to negotiate the placement of new positions or positions in which the placement is unclear relative to the new evaluation model. Employees in split assignments or whose duties fall within classroom teacher and non-classroom teacher duties shall be evaluated using the model for whichever assignment or duties comprise the majority of the employee's assignment. All other employees will remain on the evaluation system outlined in Article X of the current collective bargaining agreement.

ARTICLE X, SECTION 4

4. General Observation and Evaluation Procedures

1. The following provisions pertain to all observation and evaluation options described in this MOU:
 - a. Statements and information brought to the District's attention from sources other than the appointed evaluator, including parents and students, questioning teacher competency, may prompt further inquiry but evidence of competency will be based on the evaluator's direct observations, conversations with the teacher, and the collection of products or results of the teacher's work.
2. Evaluation results shall be used:
 - a. To acknowledge, recognize, and encourage excellence in professional performance.
 - b. To document the level of performance by a teacher of his/her assigned duties.
 - c. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
 - d. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
3. Evaluation results shall not be:
 - a. Shared or published with any teacher identifying information, unless required by law.
 - b. Shared or published without notification to the individual and Association.
 - c. Used to determine any type of base or additional compensation.
 - d. Used to solely determine assignment, placement, or job status.
4. Evaluators shall not consider school or District-wide scores when evaluating individual scores, i.e. nothing prohibits an evaluator from evaluating all teachers as Distinguished within a school.
5. The District shall provide professional development relevant to the framework and evaluation process. Each teacher shall receive adequate professional development to comprehend the framework and understand the evaluation process. In 2014/2015 and annually thereafter, the District and the Association will collaborate on a plan to provide training related to the new evaluation system for evaluators and teachers. Training needs will be established jointly by the District and the Association in September 2014 for the 2014/2015 school year. Funding provided by the state specifically for training regarding the new evaluation model will be used for such training. The evaluation criteria, procedures and relevant forms will be included in the collective bargaining agreement between the District and the Meridian Education Association.
6. No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The District shall require each administrator, each principal, or other supervisory personnel who has responsibility for evaluating classroom teachers to have training in evaluation procedures designed to implement the state's evaluation system and to maximize rater agreement. The Superintendent will ensure that evaluators are appropriately trained and have demonstrated inter-rater reliability competence.
7. In an effort to ensure the equitable evaluation of all employees in accordance with the law, the parties will contemplate the effect of disparities in class size, class composition (academic profile,

behavioral profile), etc., which create fundamentally different classroom circumstances.

8. All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the knowledge and permission of the employee.

9. The teacher shall have the opportunity to submit and attach any additional comments to the final records of the evaluation.

ARTICLE X, SECTION 5

5. Evaluation Types

1. A “comprehensive evaluation” produces a comprehensive summative performance rating based on all eight of the teaching criteria and the student growth rubrics. A comprehensive evaluation must be completed for:

- a. Classroom teachers who are provisional employees;
- b. Any classroom teacher who received a summative performance rating of Unsatisfactory or Basic in the previous school year; and
- c. All other classroom teachers at least once every four years.

2. A “focused evaluation” produces a summative performance rating based on one of the eight evaluative criteria selected by the teacher and approved by the teacher’s evaluator plus the student growth rubrics from the selected criterion (Criteria #3, #6, #8) or from Criterion #3 or #6 if the selected criterion is Criterion #1, #2, #4, #5, or #7. All teachers who are not required to be on a comprehensive evaluation are eligible to be on a focused evaluation.

3. A classroom teacher shall be transferred from a focused evaluation to a comprehensive evaluation at the request of the teacher or the teacher’s evaluator. Such request must be received by October 15th in the current year of the evaluation.

4. Upon successful completion of the comprehensive evaluation, all teachers will cycle through focused evaluation for the next three years, subject to the terms set forth in RCW 28A.405.100 and the provisions above.

ARTICLE X, SECTION 6

6. Definitions

Criteria shall mean one of the eight (8) state defined categories to be scored.

Component shall mean the sub-section of each criterion.

Evaluator shall mean a certificated administrator who has been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.

Artifacts shall mean any products generated, developed, or used by a certificated teacher. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

Evidence shall mean observed practice (observations), conversations, products (artifacts), or results of the teacher's work that demonstrates knowledge and skills of the educator with respect to the state criteria and the instructional framework. It should be gathered from the normal course of employment. Both the teacher and the evaluator may contribute artifacts that supplement other evidence collected and used to determine the overall assessment of professional performance.

Evidence shall result from the normal course of professional performance during the period of time being evaluated.

Student Growth Data shall mean the change in student achievement between two points in time. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures aligned with state standards.

Not Satisfactory shall mean:

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

Level 2 – Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is considered not performing at a satisfactory level.

ARTICLE X, SECTION 7

7. Comprehensive Evaluation Process

A comprehensive evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluation must complete a comprehensive evaluation once every four years.

a. **Notification:** The teacher will be notified within two weeks from the start of the school year of the evaluator and whether the teacher must complete a comprehensive evaluation once every four years.

b. **Teacher Self-Assessment:** Using the University of Washington CEL Framework and the state's eight evaluation criteria as a guide, teachers may reflect on their previous year in teaching and may utilize a self-assessment form which will be developed by the District and the Association during the 2014-2015 school year.

c. **Goal Setting:**

1. All teachers will engage in goal setting. In establishing goals, teachers may consider discussions with their principal, their experiences the previous year, school improvement goals, and department or grade-level team goals as the teacher determines relevant.

2. Teachers will set goals within Student Growth Rubrics 3.1, 6.1, and 8.1 on a goal setting form which will be developed by the District and the Association during the 2014-2015 school year. The goal for SG-6.1 and SG-8.1 may be the same goal.

3. During the cycle of reflection, goal setting, observation, and dialogue, teachers and the evaluator will discuss these goals as necessary.

4. Prior to the first observation the teacher and evaluator shall discuss student growth goals and student growth measures to be used for the year. The teacher will identify appropriate instructional subject, sub-group, and assessments to be used in measuring student growth. Student growth data will be taken from multiple (at least two) sources, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score. Student growth goals will be based on each teacher's current year class, i.e. growth will not be measured against prior year student cohorts or grade-band student cohorts.

d. Evidence and Artifacts: The evaluator will collect and share artifacts and evidence necessary to complete the evaluation. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. Said collection will be accomplished openly and, wherever possible, jointly. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score. A teacher may, but shall not be required to submit artifacts for completion of the evaluation if not appropriate to his/her teaching assignment. The District commits to documenting the evidence of performance via observations and conversations to the greatest extent possible so as to lessen the time required by teachers to compile evidence readily available via observation. The evaluator may not require a specific number of pieces of evidence or artifacts.

e. 1st Pre-Observation Conference: The pre-observation conference shall be held prior to each formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

f. 1st Formal Observation: The first of at least two (2) prearranged formal observations for each employee shall be conducted within the first ninety (90) days of the school year. The teacher may request additional observations. The total annual observation time cannot be less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety (90) minutes. Any formal observation shall not be less than 30 minutes in length.

1. The observations will occur no later than ten (10) days after the pre-observation meeting.

2. Observations will not take place on half, early release, or late start days, the day before winter or spring break, and on days of an assembly or a modified schedule, unless otherwise agreed to by the

employee.

3. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days of the observation.

g. 1st Post-Observation Conference:

1. The post-observation conference between the evaluator and the teacher will be held no later than five (5) days after the formal observation.

2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.

3. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.

h. 2nd Pre-Observation Conference: The pre-observation conference shall be held prior to each formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the teacher's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

i. 2nd Formal Observation:

1. The second of two (2) formal prearranged observations will occur no sooner than six weeks after the first formal observation and ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth. The observation will occur no later than ten (10) days after the pre-observation meeting.

2. Observations will not take place on half days, early release days, the day before winter or spring break, and on days of an assembly unless otherwise agreed to by the employee.

3. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days of the observation.

4. The final formal observation shall occur prior to May 1.

j. 2nd Post-Observation Conference:

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation unless the teacher agrees to waive the Post-Observation Conference because of the proximity in timing of the Post-Observation Conference to the Final Summative Conference.

2. The purpose of the post-observation conference is to review the evaluator's and the teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.

3. The teacher must be given the opportunity to attach written comments to the negotiated form.
4. If there is an area of concern, employees shall be notified of serious deficiencies that could affect their continued employment. Such notice shall include discussion of areas of concern, the applicable criteria and specific components, and the evaluator's suggested solutions to remedy the concern. Concerns shall be placed in writing. The intent of such notice is to provide ample time for the employee to improve his/her performance.

k. Informal Observations:

1. An informal observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
2. An evaluator may conduct any number of informal observations.
3. Observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.
4. All informal observations may be documented in writing and if documented, a copy will be provided to the teacher within five (5) days of the informal observation. If there is an area of concern based upon any such informal observation, the written documentation of the observation must be provided to the teacher in order for that evidence to be used in the evaluation process.
5. Any time after an informal observation a teacher may request a post-informal observation conference to discuss the informal observation.

l. Preliminary Summative Score: After a minimum of two scheduled observations and prior to a final summative conference, the teacher shall share evidence of student growth in the goal areas set at the beginning of the year and the evaluator shall share a preliminary summative score. The teacher and evaluator shall discuss areas in which the preliminary summative score may be improved as a result of additional evidence and agree on a date by which this evidence will be shared by either the teacher or evaluator.

m. Final Summative Evaluation Conference:

1. No later than May 10, the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
2. The teacher has the right to provide additional evidence for each criterion to be scored.
3. All evidence, measures, and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
4. If the teacher believes the criterion score or final summative score did not consider certain teacher evidence, procedures outlined in this section were not followed, and/or the criteria were not objectively scored, they shall be granted any of the following (except for teachers being recommended

for non-renewal, beyond May 15th):

- a. An additional formal observation by June 1st; and/or
- b. An alternative evaluator scoring of evidence.

5. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

6. Teachers shall have the right to attach additional comments or a rebuttal to the Final Summative Evaluation.

ARTICLE X, SECTION 8

8. Focused Evaluation Process

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation Process, and will include evaluation of one of the eight state criteria. The Focused Evaluation will be conducted in accordance with the instructional framework identified above, and this bargaining agreement incorporates by reference and in appendices the rubrics required for use by OSPI.

1. If a non-provisional teacher has scored at Proficient or higher the previous year, they will be evaluated using the Focused Evaluation Process, unless the evaluator or employee requests the Comprehensive Evaluation be conducted in any given school year.
2. Teachers on Focused Evaluation will be rotated to the Comprehensive Evaluation once every four years.
3. A teacher on a Focused Evaluation will meet with the evaluator early in the school year, preferably not later than October 15th. The teacher will identify one of the eight criteria as the basis of the evaluation and develop growth activities that address that criterion. The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous year's comprehensive summative evaluation. If the chosen criterion is not #3, #6, or #8, then the student growth component of criterion #3 or #6 will additionally be incorporated into the plan.
4. Observations and conferences for the Focused Evaluation shall follow the guidelines set forth in the Comprehensive Evaluation process above, provided the Focused Evaluation shall include the following steps:
 - a. A professional growth activity that is relevant, meaningful, and doable shall be proposed by the teacher at the first pre-observation conference.
 - b. The professional growth activity needs to be tied to one (1) of the eight (8) state evaluation criteria. If the employee chooses criterion #1, #2, #4, #5, or #7, they must also complete the student growth components in criterion #3 or #6.

- c. The role of the evaluator is to assist the teacher in developing and implementing the professional growth activity by making reasonable efforts to provide the resources to implement it.
 - d. The score received on the selected criterion is the score assigned as the final summative score.
 - e. A group of teachers may focus on the same evaluation criteria and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.
5. The summative score of the focused evaluation is determined through the scoring of the instructional and student growth rubrics for the criterion selected.
6. Teachers on the Focused Evaluation system will receive a rating utilizing the four established levels: Level 1 – Unsatisfactory; Level 2 – Basic; Level 3 – Proficient; and Level 4 – Distinguished.

ARTICLE X, SECTION 9

9. Student Growth Goal Setting

1. During the cycle of reflection, observation, and dialogue, teachers and the evaluator will discuss identified student growth goals, assessments used to measure identified goals, and the points in time at which the baseline and assessment of growth will be measured.
- a. Teachers on a Comprehensive Evaluation shall identify a student growth goal for Components SG-3.1, SG-6.1, and SG-8.1 on the goal setting form. These goals may be the product of work done under 8.1.
 - b. Teachers on a Focused Evaluation shall identify a student growth goal on the goal setting form. If the employee chooses criterion #3, #6, or #8, the student growth components from the criterion will be used. If the employee chooses criterion #1, #2, #4, #5, or #7, they must also complete the student growth components in criterion #3 or #6.
 - c. Student growth goals will be based on each teacher's current year class, i.e. growth will not be measured against prior year student cohorts or grade-band student cohorts.
2. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. The teacher will identify the formal and informal assessments of student progress they propose to use to measure student progress on the goal setting form.

ARTICLE X, SECTION 10

10. Student Growth Criterion Scoring

1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG-3.1, 3.2, 6.1, 6.2, and 8.1. The evaluator adds up the raw score on these components and the employee is given a score of low, average, or high, based on the scores below:

- a. 5-12 – Low
- b. 13-17 – Average
- c. 18-20 – High

2. If the teacher receives an overall summative score of 4 (Distinguished) but a low student growth score, they must be automatically moved to a 3 (Proficient). If a teacher receives a low student growth score or a 1 (Unsatisfactory) on any single criterion on the summative evaluation, the teacher and evaluator will mutually agree to one of the following to satisfy the Student Growth Inquiry requirement:

Within two months of receiving the low student growth score, or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

- a. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
- b. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum, and assessment are aligned;
- c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
- d. Create and implement a professional development plan to address student growth areas. If agreement cannot be reached, the evaluator will determine the inquiry to be used from the above list.

3. The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth will be reviewed by the evaluator’s supervisor.

ARTICLE X, SECTION 11

11. Support, Resources, Intervention Strategies and Probation

General

- 1. The Association will be notified when any teacher is judged below Proficient, within ten (10) school days of when the teacher is notified.
- 2. When a teacher is judged below 3 – Proficient, some of the following conditions and provisions shall be granted to the employee to support their professional development for the following school year as agreed upon by the District and Association:
 - a. Class size will not exceed the recommended limits established in the current collective bargaining agreement;

- b. Up to four (4) days of leave granted to observe colleague's instruction;
 - c. Assignment to only one (1) work location, i.e., one classroom;
 - d. Assignment of a mentor;
 - e. Additional supports may include, but are not limited to: university course work, peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).
3. Employees placed on probation shall receive a formal plan of improvement as set forth in RCW 28A.405.100 and the "Probation" section in this Agreement below.
4. If an employee requires improvement in one or more areas that do not necessitate probation, at either party's request, an informal plan to improve the employee's performance may be developed and implemented.
5. If an employee with more than five (5) years of experience receives a Final Evaluation Rating below Proficient, the employee must be observed before October 15th the following year. If the first observation in that following year continues to document specific performance concerns, an Improvement Plan will be completed prior to completion of the Comprehensive Evaluation for that school year. This plan may be the same as the informal plan completed earlier or it may be modified based on the observation done before October 15th.

Provisional Employees

The District desires to attract and retain high quality teachers. The District especially values our provisional teachers and endeavors to support them as much as possible to be successful as they grow towards continuing status.

Probation

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

- 1. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is 1 – Unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is a 2- basic for two (2) consecutive years within a consecutive three (3) year time period shall also be placed on probation.
- 2. Teachers may only be placed on probation from the Comprehensive Evaluation system described in Section 7.
- 3. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to non-renewal or probation based on evaluations of their teaching effectiveness

in the out-of-endorsement assignments.

4. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:

- a. The evaluation report;
- b. A recommended and specific and reasonable program designed to assist the teacher in improving his or her performance.

5. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) days, any time after October 15th. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May is 1- Unsatisfactory. Before being placed on probation, the Association and the teacher shall be given notice of the action of the Superintendent which notice shall contain the following information:

- a. Specific areas of performance deficiencies identified from the instructional framework;
- b. A suggested specific and reasonable program for improvement;
- c. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.

6. A plan of improvement will be developed and will include the specific evaluative criteria which must be met, and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation, supports provided and funded by the District, and the dates which these supports will be put into place.

7. A teacher who fails to successfully complete the probation process may have their probationary period extended or may be recommended for non-renewal.

8. Records of probation and supporting documentation will be maintained in the teacher's file for two (2) years and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed.

Evaluation During the Probationary Period

1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.

2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.

3. During the probationary period, the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 7 shall apply to the documentation of observation reports during the probationary period.

4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
5. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be jointly selected by the District and the Association from a list of evaluation specialists compiled by the ESD.
6. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. The teacher must be removed if he/she has five (5) or fewer years of experience scores at 2 – Basic or above, or if more than five (5) years of experience or above scores at a 3 – Proficient or above.
7. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

Evaluator's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:

1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status, or;
2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required, or;
3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.

Action by the Superintendent

Following a review of any report submitted as evaluation during the probationary period, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

ARTICLE X, SECTION 12

Non-Renewal (Discharge)

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

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

ARTICLE X, SECTION 13

Documentation

The District shall adhere to the following:

1. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.

2. Teachers shall have access to their Homeroom Evaluations account in subsequent years.
3. Evaluators shall notify the teacher of any additional evidence submitted via the electronic system within forty-eight (48) hours.
4. Teachers shall not be required to share personal assessment information utilized within the electronic system.
5. Any and all forms used for the pre-observation and post-observation meetings will be uniform across the district.
6. The final evaluation form will be uniform across the district.

Appendix A: State Salary Schedule

Table of Total Base Salaries for K–12 Certificated Instructional Staff for 2017–18

Years of Service	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90 or PhD
0	36,521	37,507	38,529	39,554	42,840	44,957	43,785	47,072	49,191
1	37,013	38,013	39,048	40,117	43,438	45,543	44,272	47,593	49,697
2	37,481	38,491	39,537	40,688	44,000	46,127	44,762	48,073	50,201
3	37,964	38,983	40,040	41,229	44,534	46,712	45,227	48,529	50,709
4	38,437	39,501	40,565	41,794	45,119	47,313	45,714	49,038	51,234
5	38,926	39,995	41,069	42,367	45,679	47,918	46,209	49,522	51,760
6	39,428	40,474	41,585	42,948	46,244	48,494	46,716	50,013	52,262
7	40,312	41,373	42,498	43,935	47,280	49,593	47,666	51,010	53,324
8	41,604	42,724	43,876	45,431	48,822	51,219	49,161	52,552	54,949
9		44,122	45,332	46,943	50,413	52,892	50,672	54,143	56,623
10			46,805	48,533	52,049	54,611	52,263	55,780	58,340
11				50,169	53,761	56,375	53,899	57,492	60,104
12				51,753	55,520	58,211	55,600	59,250	61,942
13					57,322	60,093	57,360	61,052	63,823
14					59,132	62,046	59,172	62,981	65,776
15					60,671	63,660	60,710	64,618	67,486
16 or more					61,884	64,932	61,924	65,910	68,836

Appendix B: TRI Schedule

2017-2018 Tri Compensation – 27.0% of 2015-2016 base

*2 per diem workdays are included

Years of Service	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90 or PhD
0	9,861	10,127	10,403	10,680	11,567	12,138	11,822	12,709	13,282
1	9,994	10,264	10,543	10,832	11,728	12,297	11,953	12,850	13,418
2	10,120	10,393	10,675	10,986	11,880	12,454	12,086	12,980	13,554
3	10,250	10,525	10,811	11,132	12,024	12,612	12,211	13,103	13,691
4	10,378	10,665	10,953	11,284	12,182	12,775	12,343	13,240	13,833
5	10,510	10,799	11,089	11,439	12,333	12,938	12,476	13,371	13,975
6	10,646	10,928	11,228	11,596	12,486	13,093	12,613	13,504	14,111
7	10,884	11,171	11,474	11,862	12,766	13,390	12,870	13,773	14,397
8	11,233	11,535	11,847	12,266	13,182	13,829	13,273	14,189	14,836
9		11,913	12,240	12,675	13,612	14,281	13,681	14,619	15,288
10			12,637	13,104	14,053	14,745	14,111	15,061	15,752
11				13,546	14,515	15,221	14,553	15,523	16,228
12				13,973	14,990	15,717	15,012	15,998	16,724
13					15,477	16,225	15,487	16,484	17,232
14					15,966	16,752	15,976	17,005	17,760
15					16,381	17,188	16,392	17,447	18,221
16 or more					16,709	17,532	16,719	17,796	18,586

Memorandum of Understanding

Between the Meridian School District and the Meridian Education Association

The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940).

1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current Collective Bargaining Agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.
2. The District shall procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940, i.e., a fair, prudent, and accountable competitive procedure for procuring services that includes an open competitive process, except where an open process would compromise cost-effective purchasing, with documentation justifying the approach. The District acknowledges its responsibility to document the procurement process in order to comply with the requirements of ESSB 5940.
3. Employees selecting richer benefit plans inherently pay higher premiums and, correspondingly, higher out of pocket costs. Therefore, until such time as the law is clarified regarding the intent of this provision in ESSB 5940, the parties believe the District is in compliance.
4. It is the intent of the parties to make progress toward reducing the ratio of full-family to employee-only coverage premium costs in accordance with the 3:1 goal set forth in ESSB 5940. To this end:
 - a. Each MEA bargaining unit employee included in the pooling arrangement, who *elects medical benefit coverage*, must pay a minimum out of pocket expense, through payroll deduction, of 1% of the cost of their monthly medical premium. The amount of premiums deducted from said employees will be returned to the pool for distribution.
5. The State health benefits allocation and negotiated District insurance contributions are applied to the bargaining unit as a whole, not to individuals. Therefore, the parties agree these funds, inclusive of the “pooling dollars” they generate, will not be available to fund HSAs. Contributions to HSA accounts will be borne solely by individuals electing the QHDHP. Compliance with applicable tax regulations will be the sole responsibility of individuals utilizing HSAs.
6. The parties shall abide by state laws relating to school district employee benefits, and this MOU shall be construed consistent with such laws.
7. This MOU shall be effective for the 2013-14 school year. The parties shall meet prior to May 1, 2014, to discuss whether to renew or amend this MOU for another year.

Tentative Agreement

Tom Churchill
For the Meridian School District

Steve Lawrence
MEA President

Date

Date

**Memorandum of Understanding for School Years 2017-2018
Between the Meridian School District and Meridian Education Association**

The purpose of this Memorandum of Understanding (MOU) is to articulate the rights and responsibilities for certificated staff represented by the Meridian Education Association (MEA) assigned to the Meridian Parent Partnership Program (MP3). Unless otherwise noted, the current collective bargaining agreement with the MEA and Meridian School District (District) is applicable to certificated staff at MP3.

General Duties for All Teachers	
0.1 FTE	The District's intent is to assign 6.5-7.5 students to supervise; the maximum assigned will be 7.5 students to supervise. If the number exceeds 7.5 after one month, compensation will be given.
0.08 FTE	Teaching two 55 minute periods a week (same subject/students) which includes other reasonable duties as directed by the district to replace the time for any weeks campus classes/events are not in session.
Material POs	Teachers shall approve expenses. Requests from parents will need to be accompanied by the learning goal from the SLP that support the learning material and document the items in the SLP.
Specialized Assignments	
2.0 FTE	"Special Needs Resources" for IEP management, SPED consultation, special needs assessment coordination/implementation/evaluation, conferencing with/coordinating district SPED resources and working with students, parents and assigned teacher on accommodations/modifications. They will offer periodic parent-as-teacher trainings on incorporating best-practices for special needs students into off-site (at home) instruction and periodic intervention classes for struggling readers and writers.

This MOU shall be in place for the 2017-2018 school year only. The MEA and District shall address any necessary changes to the MOU during the normal MEA and District bargain in 2018 with the intention of agreeing to a new MOU and/or incorporating language specific to MP3 in the new bargaining collective bargaining agreement.

For the District _____
Date

For the Association _____
Date

**Memorandum of Understanding for School Years 2017-2018
Between the Meridian School District and Meridian Education Association**

IRE Scheduling Discussion

The District and MEA agree to have a discussion and work together to develop a solution surrounding scheduling at IRE, specifically around two issues:

- When scheduling K-2, we feel that having specialties in the afternoon is the better option.
- Additionally, we feel that the schedule needs to have a five-minute break around specialty classes. Currently, classes are backed up against each other and there needs to be at least a small gap between classes.

**Memorandum of Understanding for School Years 2017-2018
Between the Meridian School District and Meridian Education Association**

PLC/Schedule

The District and the MEA will create a committee dedicated to the goal of creating consistent PLC (Professional Learning Communities) time within the contracted day. The committee will be comprised of two (2) teachers each from MHS, MMS, and IRE. At least one of those teachers will be one of the official Teacher Leaders. Each building will supply one administrator to the committee as well. The committee will develop a plan that creates consistent PLC time within the contracted day, is acceptable to the School Board, and keeps the District in compliance with the Minimum Basic Education standards set by the State Board of Education (average of 1027 hours across the District). The committee will have its first meeting by the end of September 2017 and will have a plan to propose to the School Board by the beginning of February 2018.

