

**MERIDIAN SCHOOL DISTRICT NO. 505**

**MERIDIAN EDUCATION ASSOCIATION**

**AGREEMENT**

**September 1, 2023 - August 31, 2026**

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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, 2023 to August 31, 2026

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. In the event that the decision of the calendar committee modified the collective bargaining agreement, the decision will be subject to standard contract ratification. The recommended calendar shall follow the calendar "template" adopted in Board Policy No. 2220.

In the event the legislature increased or decreases District revenue formulas (including, but not limited to, levy capacity, levy equalization, the inflationary index, e.g., utilizing CPI instead of IPD, professional learning day funding, regionalization or salary compliance), the parties agree to reopen this Agreement at the written request of the District or the Association to negotiate the impact of such legislative action.

MSD School Board Approval: August 23,  
2023

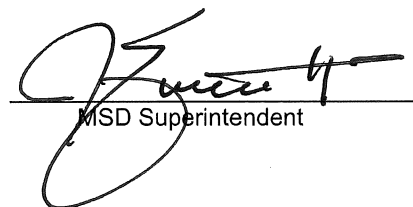
Signed this day 9/1, 2023

MERIDIAN EDUCATION ASSOCIATION

MERIDIAN SCHOOL DISTRICT NO. 505



MEA President



MSD 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.

Compensation for Certificated Substitute employees shall be at the rate of \$175.00 per day.

Annually, Certificated Substitutes who are employed by the District to fill the absences(s) of regularly employed certificated personnel for a period in excess of twenty (20) work days within the current school year shall be compensated at the per diem rate of the base pay on the salary schedule for a BA with 0 excess credits and 0 years of experience. 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, 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**

The parties recognize that each employee subject to this agreement has the right to become a member of the Association or decline membership in the Association.

**Section 2**

**EMPLOYEE SAFETY AND PROTECTION**

- A. 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.
- B. Certificated employees shall be named as additional insureds under the comprehensive liability insurance policy of the Meridian School District.
- C. Student Discipline
  - 1. Student discipline shall be administered consistent with applicable federal and state law and District policy and procedure, including;
    - a. [Chapter 392-400 WAC](#), Student Discipline
    - b. [RCW 28A.600](#), Students
    - c. [RCW 28A.600.020](#), Exclusion of student from classroom, and
    - d. Meridian School District [Policy 3241](#) and [Procedure 3241P](#), Classroom Management, Corrective Actions or Punishment.

**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 eighty (184) days. Per diem shall be calculated at 1/184 of the employee's base salary, plus any additional state funded days. One hundred eighty (180) days are school days.
1. Two (2) Learning Improvement Days (LID) will be provided for collaboration. All certificated employees are required to be in attendance as part of the employee's base contract. Placement of these Learning Improvement Days in the annual calendar would be determined through process with the joint calendar committee.
  2. In partial fulfillment of the base contract, each certificated employee shall work a total of two additional days:
    - a. One (1) day or two (2) half days shall be District directed and shall fall directly before the first day of the school year.
    - b. One (1) day shall be teacher directed and occur in January or according to the joint calendar committee.

**Section 5**  
**SUPPLEMENTAL CONTRACT**

There shall be a Supplemental Extended Day Contract for specified MEA assignments as contained in Article IX, Section 13, F. The District shall issue Supplemental Extended Day Contracts for the next year as early as possible and shall endeavor to do so prior to the close of the school year. CTE supplemental extended day contracts will be issued as soon as schedules are defined for the upcoming school year. The requirements of Article IV, Section 4, A. shall apply to Supplemental Extended Day Contracts as well as to regular teachers' contracts when the teacher is released from their 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**

- A. 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:
1. 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.
  2. 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.
  3. 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.
  4. No material may be placed in a certificated employee's personnel files until the employee has been given a copy of the material.
  5. A teacher may request that materials be removed from his/her personnel files.
  6. 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.
- B. Access to the personnel files will be restricted to the following persons:
1. The certificated employee and/or the certificated employee accompanied by his or her designated representative;
  2. The supervisor(s) of the employee;
  3. The Superintendent of the District and the District employee or Board member authorized by the Superintendent.
- C. 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 its inclusion in the working file, provided that no incident of a similar nature occurs during the two-year period.

**Section 8**  
**DISCIPLINE SUPPORT**

- A. 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.
- B. 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.
- C. 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**

- A. 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 (Appendix A: Salary Schedule) 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 through email as far in advance of the day of filling such vacancy as possible.

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 March 15. 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**

- A. No employee shall be formally reprimanded, disciplined, or reduced in rank or compensation without just cause.
- B. An employee shall be entitled to have present a representative of his choice during any action that may result in disciplinary action.
- C. 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.
- D. 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:

- A. The employee must sign in upon entrance.
- B. 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:

- A. 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.
- B. The determination of the financial policies of the District, including the general accounting procedures and the development of the inventory of supplies and equipment.
- C. 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.
- D. The use of School District properties and facilities.
- E. The determination of safety, health and property protection measures where legal responsibilities of the Board or other governmental units are involved.
- F. The right to relieve employees from duty for cause.
- G. The right to create, modify or eliminate instructional programs and the subjects to be taught.
- H. The right to establish job classifications and descriptions.
- I. The right to determine policies affecting the selection of employees.
- J. 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:

1. "Grievance" means an allegation by a teacher of a violation of the specific terms of this agreement.
2. "Grievant" means a teacher filing a grievance, or the Association filing a grievance alleging violations of Article IV, Association Rights.
3. "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**

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.

- A. 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.
- B. 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.
- C. 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).
- D. Time of Meetings: Meetings or discussions involving grievances of these procedures shall not interfere with teaching duties or classroom instruction.

- E. 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, not to exceed one (1) hour per month, unless there are extenuating circumstances. Staff meetings do not include other professional meetings required as part of the teacher's professional obligations, including but not limited to, data meetings, assessment meetings, IEP meetings, meetings with parents, etc.
- 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 qualified under RCW 28A.410.025 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 Reading Specialist, ML, MTSS or similar specialist is asked by an administrator and agrees to cover for an absent teacher, they will be compensated for that time at their prorated per diem rate of pay in addition to their regular pay.
- 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**

- A. 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.
- B. 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.
- C. The District shall, to the extent possible, equalize class size among teachers of the same grade level within the K-6 program.
- D. The maximum class size for the Meridian School District shall be the following number of students in any class within the District:
1. K-1 – 22 per class
  2. 2-5 – 25 per class
  3. 6-8 – 28 per class
  4. 9-12 – 33 per class
- E. 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.

- F. 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: 43 IEPs
  - Occupational/Physical Therapist: 40 IEPs
  - School Psychologist: 1:1000 enrolled
- 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:
- \$125 per month per IEP over the limit, or,  
Additional compensation option does not apply to School Psychologists
  - 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.
- G. 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.
- H. 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.
- I. The Superintendent shall select one solution from the list Below. If options 1, 3, or 4 are chosen, implementation will be within ten (10) working days.
1. Transfer students to another class;
  2. Compensate each affected teacher in the following manner:  
At the elementary level, each teacher will receive an additional three-hundred fifty dollars (\$350) per month if class size exceeds one (1) or two (2) students. For each additional student, the teacher will receive an additional one-hundred twenty-five dollars (\$125) per month. At the secondary level, each teacher will receive an additional one-hundred twenty-five dollars (\$125) 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 fifty dollars (\$50) per month.
  3. At the elementary level, or only by agreement with the teacher at the secondary level, provide additional instructional aid time;

4. Provide additional certificated teacher time
- J. The Special Education Director will provide a tentative caseload list to providers a least one week prior to the first day of school. Every attempt will be made to create reasonable workloads and to consider the unique needs of students within each provider's caseload.
- The recommended caseload for Resource Room Programs within the Meridian School District shall be the following, based on 1.0 FTE and pro-rated for less than 1.0 FTE:
    - Special Education Teacher: 28 IEPs
  - Options listed below will be considered in a collaborative effort to address caseload size/mix issued specific to Special Education Programs.
    - Hiring additional certificated or classified staff (the District and Association recognize the transient nature of the student population, and as such, hiring out of additional staff may no always be appropriate.), or;
    - Moving students to another teacher's caseload to even caseload sized when possible, or;
    - Support for IEP development and processing based on monthly provider counts reflecting an excess. A maximum of 2 hours release time or 2 hours of additional pay at per diem, per IEP in excess, with prior approval of the Special Education Director. Release time will be scheduled with the employee's immediate supervisor, or;
    - Other mutually agreeable solutions.
- K. 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.

### **Section 3**

#### **General Duties for Meridian Parent Partnership Program (MP3) Teachers**

- A. Student Learning Plan Coordinator (SLPC) Caseload, per 0.1 FTE  
The range to assign students to supervise in an SLPC capacity is 6.5-7.5 students. If the number exceeds 7.5 after one month, compensation will be given.
- B. Classroom Teaching, per 0.1 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 class/events are not in session.
- C. Material Purchase Orders:  
Teachers shall approve expenses. Requests from parents will need to be accompanied by the learning goal from the Student Learning Plan that support the learning material and document the items in the Student Learning Plan.

- D. MP3 teachers are committed to carrying out their work as Student Learning Plan Coordinators on the MP3 campus. This commitment supports our strong staff culture and promotes a collaborative work environment. However, due to the unique nature of MP3's structure, management of Student Learning Plans can be carried out in a remote workplace. Student Learning Plan Coordinators do not require a designated physical space to accomplish aspects of their work. Under certain circumstances, teachers shall be permitted to work from a remote workplace beyond the MP3 campus.

Permission to work from a remote workplace shall be granted under the following circumstances:

- If it is a campus day, the teacher must get a sub
- If it is a non-campus day, a sub would be optional.
- The teacher and the administration would discuss whether or not the teacher is able to complete their work remotely.

- If the teacher is able to effectively carry out all aspects of their SLPC work from the remote workplace, the teacher will not be required to take a sick day but would provide documentation of the work completed remotely.
- If the teacher is NOT able to effectively carry out all aspects of the SLPC work, the teacher must take a sick day and a sub will be optional.

**ARTICLE IX  
LEAVES, SALARIES AND BENEFITS**

**Section 1  
ILLNESS, INJURY, AND EMERGENCY LEAVE**

**Accumulation of Credit**

- A. 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.
- B. 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.
- C. Employees on leave of absence do not accumulate illness, injury or emergency leave for that period.
- D. Employees shall be notified of the accumulated illness, injury and emergency leave once a year.

**Use of Illness, Injury or Emergency Leave**

- A. Employees may use their accrued illness, injury and Emergency Leave if they are unable to work due to injury, quarantine, personal illness (which shall include disabilities caused or contributed to by pregnancy and childbirth and recovery therefrom), care for their children, husband or wife, mother or father of either spouse, brother or sister, grandparents, foster parents, son or daughter in-law, brother or sister in-law, niece or nephew, grandchild, domestic partner, or any person living in the immediate household as a member of the family with a health condition that requires treatment or supervision.
- B. 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.
- C. Personal illnesses of three (3) 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.
- D. 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:

1. 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
2. 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.

- E. All illness, injury, or emergency leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.
- F. Any employee obtaining illness, injury, or emergency leave by fraud, deceit, or falsified statement shall be subject to disciplinary action.
- G. 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.
- H. No District employee shall be entitled to sick leave while absent from duty due to the following causes
  1. Disability arising from any sickness or injury purposely afflicted or caused by unlawful conduct.
  2. Sickness or disability sustained while on leave of absence without pay.
- F. 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.
- G. 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 workdays.

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 March 15. In event such notification is not received by the Superintendent, or designee, by March 15, the employee shall be considered to have resigned from employment.

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 March 15 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 allowing teachers to improve their professional knowledge, competence, skill, and effectiveness. Activities may include but are not limited to: specialized training formal education, advanced professional learning, professional certification, and/or national board certification. Grants may be approved for those certificated employees who have served the District for a minimum of one (1) year. A pool of \$40,000 be available for "Professional Development" grants. This pool will be dispersed Fall and Spring of each year in the following manner: \$25,000 will be dispersed to the pool in the Fall and the remaining \$15,000 will be dispersed to the pool in Spring of each year. 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 an award 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. 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.

- D. 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. Salary schedules for each year of this Agreement are located in Appendix A and are inclusive of all inflationary adjustments unless otherwise provided herein.
- 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 per hour (Appendix A).

**Section 13**  
**EXTRA SALARY**

- A. Participation in certain district approved professional activities will be compensated at the curriculum rate (Appendix A) 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.
- B. Professional Learning Stipend. The purpose of the professional learning stipend is to recognize the employee's responsibilities related to full and meaningful participation in professional learning as defined in RCW 28A.415.430.
1. Year 1 (2023/2024 School Year) Professional Learning Stipend: 2022/2023 PLS Increased by IPD (IPD = 3.7%)
  2. Year 2 (2024/2025 School Year) Professional Learning Stipend: 2023/24 PLS Increased by IPD (Estimated IPD is 3.9%)
  3. Year 3 (2025/2026 School Year) Professional Learning Stipend: 2024/25 PLS Increased by IPD (IPD is Currently Unknown)
  4. Employees in years 20-24 of the salary schedule shall also receive a professional learning longevity stipend of \$1350. Employees at years 25 and above shall receive a professional learning longevity stipend of \$4,000.
  5. If, during the term of this agreement, the District suffers a double levy failure, this provision will be reopened for negotiation by the parties.
- C. 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.
- D. 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
- There shall be supplemental pay for District specified supplemental services as designated in Article IV, Section 5 for days worked in addition to the regular teacher contract as defined in Article IV, Section 4, B (Extended Days).
- According to the terms of this provision, the parties have agreed to extend the regular teacher contract of the following assignments. All Supplemental Extended Day contracts are based on 1.0 FTE and will be prorated for partial FTE:
- CTE Teachers by thirty (30) additional workdays, based on the assignment being CTE funded at 1.0 FTE. Contracts will be prorated for partial CTE funding.
  - School Counselor (ESA): Elementary (Grades P-5) by two (2) additional workdays
  - School Counselor (ESA): Secondary (Grades 6-12) by ten (10) additional workdays,
  - School Nurses (ESA) by eight (8) additional workdays,
  - School Occupational Therapist (ESA) by four (4 (3+1 district directed)) additional workdays,

- School Psychologist (ESA) by eight (8) additional workdays,
- School Physical Therapist (ESA) by four (4 (3+1 district directed)) additional workdays,
- School Speech Language Pathologist (ESA) by four (4 (3+1 district directed) additional workdays,
- Special Education Teachers (Grades PK-12) by four (4 (3+1 district directed)) additional workdays

E. ESA employees with current national certification from their respective professional associations shall receive a stipend of \$1000 per year.

- SLP Certificate of Clinical Competence (CCC)
  - OT National Board for Certification on Occupational Therapy (NBCOT)
  - Psychologist National Certificated School Psychologist (NCSP)
  - Nurse National Board Certification of School Nurses (NBCSN)
  - PT Specialist Certification Examination in Orthopedics (APTA) and Pediatric Clinical Certification
  - School Counselor ESA Certification (ASCA)
  - National Certified Counselor
- ESA certified employees are responsible to provide the district with annual verification or renewal by December 31st to qualify for the stipend.
  - The stipend will be pro-rated based on FTE in an ESA assignment. If an ESA certified employee is released from their contract or takes leave from their contract, the stipend will be prorated and included in the June payroll check.
  - ESA certified employees who hold or obtain a valid national certification from their respective professional association during the entire school year or become newly certified prior to December 31 of the school year, will receive an annual stipend of \$1000.
  - ESA certified employees who attain valid national certification from their respective professional association after December 31 of the school year will receive 60% of their first annual stipend for a total of \$600.00.

**Section 14**  
**INSURANCE BENEFITS**

**A. Application and Intent**

1. The provisions in this Article IX, Section 14 represent the parties' shared understanding of current SEBB rules regarding eligibility and coverage. All of these provisions shall be read consistent with any SEBB rules, regulations, and policies, some of which may change over time.
2. Any eligibility, premium surcharges, or enrollment decisions made by the District may be appealed by submitting a written request for administrative review in accordance with WAC 182-32-2020 rather than the grievance procedure in Article VI of the Agreement.

**B. School Employees Benefits Board (SEBB) Program Coverage and Benefits**

1. The District shall pay the full portion of the employer contribution to the School Employees Benefits Board (SEBB) for insurance programs as adopted in the statewide collective bargaining agreement for all employees who meet the eligibility requirements outlined in state law and described below.
2. Benefits presently provided by the SEBB include but not be limited to:
  - Basic Life and accidental death and dismemberment insurance (AD&D)
  - Basic Long-term Disability
  - Vision
  - Dental which may include orthodontia
  - Medical
3. Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees who select a qualifying High Deductible Health Plan (HDHP) for their medical insurance will automatically be enrolled in a Health Savings Account (HSA). These employees may choose to make additional contributions to their HSA through a payroll deduction.

**C. Eligibility**

1. Certificated staff, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1 through August 31. All hours worked during the school year shall count for purposes of establishing eligibility.
2. An employee who is not anticipated to work 630 hours within the school year because of the time of year the employee is hired, but is anticipated to work at least 630 hours the next school year, will be eligible for benefits as of the employee's first working day if the employee is anticipated to be compensated for at least 17.5 hours a week in six of the last eight weeks counting backwards from the week that contains the last day of school.

3. Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in the school year, the employee will become eligible for benefits to begin the month after attaining 630 hours.
4. Monthly, the District will report to the Association any added represented employees not covered by SEBB and those whose eligibility status is reasonably anticipated to change in the ensuing month. Any changes to an employee's eligibility status reasonably anticipated or occurring in July or August shall be discussed at a Labor Management meeting prior to the end of the school year.

D. Benefit Enrollment and Continuity of Coverage

1. Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.
2. Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to the first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

E. Benefit Termination/End

1. Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective per WAC 182-31-050.
2. In cases where separation occurs after completion of the student year, benefit coverage will generally continue until August 31. Exceptions will occur depending on effective date of resignation or termination.

F. Leaves

1. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees who are otherwise eligible for benefits who go on unpaid leave and retain their employment relationship will remain eligible for benefits under conditions allowed by SEBB.
2. An employee on approved leave under the Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245. For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA (COBRA).

G. Legislative Changes

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this Section for negotiation over the changes to the extent allowed by law.

**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  
Provisions Applicable to Evaluation Generally**

**I. Purpose**

Evaluation shall be designed to facilitate the improvement of instruction. To this end, these evaluation procedures are intended to:

- A. Facilitate the collection of evidence to be used in the formative and summative assessment of certificated staff job performance.
- B. Provide information useful in determining and providing for professional development opportunities that support professional growth.
- C. Provide educators with formative information and data that promotes and encourages reflection in one's practice and supports continuous self-improvement.
- D. Motivate all members of the staff to participate in formulating and evaluating instructional programs.
- E. Determine if there is a need to take corrective measures supporting the growth of employees with identified performance deficiencies and/or a need to place an employee on probation.

**II. Responsibility for Evaluation**

Employees holding non-administrative positions shall be observed and evaluated during each school year in accordance with the procedures and criteria set forth herein.

**A. Required Evaluation**

- 1. All employees except leave replacement and retire/rehire shall be evaluated annually.
- 2. Leave replacements and retire/rehire employees may be evaluated.
- 3. All evaluations shall be completed prior to June 1 of each year.

**B. Administrator Responsible for Evaluation**

- 1. Within each school, the principal, or designee, shall be responsible for the observation and evaluation of employees assigned to that school. Employees in itinerant or district wide positions will be observed and evaluated by the appropriate department director or designee.
- 2. Employees assigned to more than one (1) school shall be observed and evaluated by one (1) principal, or designee. In addition, principals of other schools in which the employee serves may submit evidence to the evaluating principal/designee that may be included in the formal evaluation. Such evidence will be identified as having come from the non-evaluating principal/designee.

3. All employees hired prior to September 15 shall be notified by October 15 as to the administrator responsible for their evaluation. Staff hired after September 15 will be notified as to the administrator that will be responsible for their evaluation as soon as possible and prior to their first observation.

III. General Observation and Evaluation Procedures

The following provisions pertain to all observation and evaluation options described in Article X:

- A. No mechanical or electronic device shall be installed in any classroom, or brought in on a temporary basis, which could allow a person to listen to or record the procedures in any classroom without the knowledge and permission of the employee.
- B. The evaluator may make informal observations without advance notice at their discretion. Such informal observations shall last a reasonable length of time in order for the evaluator to understand the situation being observed.
- C. 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.
- D. 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 revised systems and maximize rater agreement. No administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in evaluation procedures.
- E. 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.
- F. Disputes regarding evaluative ratings of performance are not grievable except as to the failure to follow the procedures in this Article X.
- G. The parties acknowledge student achievement is the result of many factors including effective teachers, quality curricula, sufficient and appropriate materials, parent involvement, and readiness to learn. Thus, for the purposes of employee evaluation, test results that measure the academic progress of students shall be utilized only as set forth in Article X, Section 2, IV and V.
- H. This Article X may be reopened by either party if state law links compensation to evaluation ratings.

## **Section 2 Classroom Teacher Evaluation**

### **I. State Criteria, Instructional Framework, and Evaluation Rubric**

- A. Classroom teachers will be evaluated based upon the criteria defined in Washington State law in RCW 28A.405.100. 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. Classroom teachers shall be evaluated using the UW Center for Educational Leadership 5D+ Framework for Teaching Rubrics as approved for use by OSPI. The 5D+ Framework Rubrics will be posted for employees on the District's website and incorporated into this Agreement by reference.

### **II. Applicability of Evaluation Model**

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.

### **III. Evaluation Types**

- A. 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:
  - 1 Classroom teachers who are provisional employees;

2. Any classroom teacher who received a summative evaluation performance rating of Unsatisfactory or Basic in the previous school year; and
  3. All other classroom teachers at least once (1) every six (6) years.
- B. A “focused evaluation” is 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. All teachers who are not required to be on a comprehensive evaluation are eligible to be on a focused evaluation.
  - C. 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 in writing by October 31.
  - D. It is the intent of the parties that upon successful completion of the comprehensive evaluation, all teachers will cycle through focused evaluation for the next five (5) years, subject to the terms set forth in RCW 28A.405.100 and the provisions above.

#### IV. Inquiry Cycle

Evaluation is a formative and summative process of analyzing evidence as it relates to the instructional framework to promote instructional growth. The search for evidence originates from inquiry cycles that include observation, reflection, and conversation as described below.

##### A. Self-Assessment

The teacher self-assesses their instructional practice using the instructional framework and the evaluation rubric to identify an area of focus. The teacher chooses whether to share the results of the self-assessment with their evaluator. The self-assessment may include:

1. An examination of student work, classroom-based assessment data, feedback from students, etc. and reflection on the question: “What are the learning strengths and learning challenges of students?”
2. Consideration of building and district learning goals and instructional initiatives, and reflection on the question: “How do these support the learning challenges of students?”
3. Assessment of instructional practice using the 5D+ instructional framework and the 5D+ teacher evaluation rubric referencing evidence from day-to-day classroom practice to support an assessment for each rubric indicator. Observation and Data collection. Analysis of evidence and reflection. Questions such as “Which indicators are strengths and which are learning opportunities?”

##### B. Determine a Focus

1. The teacher and evaluator engage in a conference to discuss and determine the teacher-selected area of focus, and the type of evidence that will be collected.

2 Student Growth Goals

- a. Embedded within at least one conference during the year, the teacher and evaluator shall discuss student growth measures and student growth goals to be used for the year.
- b. For a comprehensive evaluation, the teacher shall identify and document a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1. The goal for SG-6.1 and SG-8.1 may be the same goal.
- c. For a focused evaluation, if Criterion 3, 6 or 8 is selected as the focused criterion, the teacher shall identify and document a student growth goal for Components SG-3.1, SG-6.1 or SG-8.1, respectively. If Criterion 1, 2, 4, 5, or 7 is selected for the focused evaluation, the teacher shall select to identify and document a student growth goal for either Component SG-2.1 or SG-6.1
- d. See Section 2.V.D for more information about student growth goals and student growth data.

C. Implement and Support

1 Gathering of Evidence

- a. The teacher and principal engage in study and learning around the teacher-selected area of focus.
- b. This stage of the cycle involves the gathering of evidence, feedback, support, review of student work, and reflection individually and with colleagues.
- c. Evidence is 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 instructional framework.
- d. Although this stage is focused on the teacher-selected area of focus, the teacher and evaluator may gather and discuss evidence relevant to any of the eight evaluative criteria.

2 Observations

- a. During each school year all classroom teachers shall be observed for the purposes of evaluation at least twice (2) in the performance of their assigned duties. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting. Total observation time for each employee for each school year shall be not less than sixty (60) minutes.
- b. An employee in the third (3) year of provisional status shall be observed at least three (3) times in the performance of their duties and the total observation time for the school year shall not be less than ninety (90) minutes.

- c. New employees shall be observed at least once (1) for a total observation time of thirty (30) minutes during their first ninety (90) calendar days.
- d. Following each observation, or series of observations, the evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof within three (3) days after such report is prepared.

### 3. Artifacts

- a. Artifacts are products generated, developed or used by a certificated teacher while carrying out their instructional duties. Artifacts should not be created specifically for the evaluation system. Tools or forms used in the evaluation process may be considered as artifacts.
- b. 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.
- c. The District commits to documenting evidence of performance readily available via observations and conversation to the greatest extent possible so as to lessen the time required to compile additional artifacts. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence is required to be collected for that criterion. It is the intent of the parties that every effort will be made to provide and collect ample evidence of proficiency. It is the nature and quality of the evidence, not the amount that determines its rating. Principals may request evidence in areas not yet consistent with a proficient rating but may not require a specific amount of evidence or number of artifacts.

### D. Analyze Impact

- 1. The teacher and evaluator engage in a conference to examine student and teacher data, analyze the impact of the data, and formatively discuss teacher growth using the 5D+ rubric. The teacher and evaluator decide whether to continue the same inquiry or identify a new area of focus. The conference is intended to include discussion of the question: "Based on your inquiry what did you learn about your practice as it impacts student learning?"
- 2. At any time during the cycle of inquiry, employees shall be notified of deficiencies that could affect their continued employment. The intent of such notice is to provide ample time for the employee to improve their performance with support from their evaluator.

## V. Comprehensive Summative Performance Rating

### A. Criterion Rating

The final summative score for either a comprehensive or a focused evaluation is determined by an analysis of evidence. The scoring methodology to be used will be “preponderance of evidence” subject to the following:

- 1 Evaluators may score criterion indicators throughout the year and/or enlist reflective conversations to provide guidance to teachers concerning specific performance. The intent is to ensure teachers are made aware of serious deficits as early as is reasonably practical.
- 2 After scoring all criterion indicators, the evaluator shall make a judgment as to the criterion score based on the overall evidence collected rather than the raw indicator score. The intent is to ensure that the evaluator may exercise professional discretion, based on having adhered to the collaborative inquiry and evidence collection process, when determining the final criterion score.

### B. Rating for Comprehensive Evaluation

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

- 8-14—Unsatisfactory
- 15-21—Basic
- 22-28—Proficient
- 29-32—Distinguished

### C. Rating for Focused Evaluation

A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

### D. Student Growth Goals

- 1 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.



## 2 Student Growth Goals for Comprehensive Evaluation

- a. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. For a comprehensive evaluation, evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
  - 5-12 — Low
  - 13-17 — Average
  - 18-20 — High
- b. A student growth score of “1” in any of the rubric rows will result in an overall low student growth impact rating.
- c. A teacher who receives a “4” (Distinguished preliminary summative rating) and a Low student growth score will receive an overall “3” (Proficient) summative rating.
- d. If a teacher receives a Low student growth score, the teacher and evaluator will mutually agree within two months or the beginning of the following school year to engage in one of the student growth inquiries required by law (WAC 392-191A-100) as follows:
  - i. 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;
  - ii. 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;
  - iii. 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;
  - iv. 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.
- e. The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth will be reviewed by the evaluator’s supervisor.

### 3. Student Growth Goals for Focused Evaluation

- a. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use the criterion 3 or 6 student growth rubrics, as selected by the teacher.
  - b. If a teacher receives a student growth score of “1” in any of the rubric rows, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100) as set forth in D.2.d., above.
- E. A final written evaluation reflecting all evidence reviewed during the evaluation process shall be completed for each employee by the evaluator and discussed with the evaluatee prior to June 1. The employee shall sign the District copy as an indication of the employee's awareness of the comments and summary statement recorded thereon. Such signature shall not necessarily be interpreted to be an agreement with the comments and/or summary statement. The employee may attach written comments to their evaluation report.
- F. Each classroom teacher will have the opportunity for a minimum of two confidential conferences during each school year with their principal or principal's designee either (a) Following receipt of the written evaluation results; or (b) At a time mutually satisfactory to the participants. The purpose of each such conference will be to provide additional evidence by either the evaluator or certificated classroom teacher to aid in the assessment of the certificated classroom teacher's professional performance against the instructional framework rubrics.

## VI. Professional Development

The District and Association agree to work collaboratively to identify and provide ongoing, substantive training relevant to the instructional framework, rubrics, and evaluation process as appropriate to the identified needs. Specific training will be provided for evaluators, teacher leaders, TOSAs, and classroom teachers. The intent is to ensure consistent planning to ensure high-quality, relevant training, and teacher involvement.

### **Section 3 Remediation and Probation**

#### I. Non-Probationary Plans of Assistance

- A. The District may require the following employees to participate in a non-probationary plan of assistance:
  - 1. Any provisional employee;

2. Any continuing contract employee covered under the evaluation procedures set forth in Section 2 above with five or fewer years of teaching experience who has received a Level 2 (Basic) rating at the end of the previous school year.
- B. For employees defined in A above, the administrator and the employee shall attempt to develop a mutually agreeable written plan with appropriate support, resources and intervention strategies designed to improve the employee's effectiveness and to prevent the need to place the employee on probation. At least one (1) additional formal observation shall be held to determine if the employee has made sufficient progress in the identified areas of deficiencies. Said formal observation(s) shall not be conducted unless three (3) weeks have elapsed from the time of completion of the remediation plan.
  - C. The evaluations of certificated classroom teachers with a rating of Unsatisfactory whose immediately preceding evaluation rating was Distinguished or Proficient will be reviewed by the evaluator's supervisor.

## II. Probation

Employees shall be placed on probation subject to the following:

- A. At any time after October 15th, an employee whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing by the Superintendent that the employee is being placed on probation commencing on the date identified in the notice.
- B. For classroom teachers who have been transitioned to the revised evaluation system in Section 3 above, the following comprehensive summative evaluation performance ratings mean a classroom teacher's work is "not judged satisfactory" as that term is used in A above: (i) Level 1 (Unsatisfactory); or (ii) Level 2 (Basic) if the classroom teacher is a continuing contract employee with more than five years of teaching experience and if the level 2 (Basic) comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
- C. The written notice of probation shall enumerate the specific areas of deficiency along with a reasonable program for improvement. In addition to the support and assistance of a second evaluator under paragraph G below, a reasonable program for improvement shall identify the satisfactory levels of performance to be achieved in the areas of deficiency and the supports or assistance offered to help the employee improve in those areas.
- D. All written communications to the employee shall be served upon the employee personally or sent by certified or registered mail or by leaving a copy of the notice at the house of their usual abode with some person of suitable age and discretion then residing therein.
- E. A probationary period shall be established beginning any time after October 15, for a minimum of sixty (60) days, and ending no later than May 1. The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in their areas of deficiencies.

- F. During the probationary period the evaluator shall meet with the employee at least twice monthly to evaluate the progress being made on the remediation plan during the remediation process. A written evaluation of this progress will be provided in a timely fashion to the employee after each meeting.
- G. Second Evaluator During Probation
1. The evaluator shall identify one additional non-bargaining unit certificated employee to evaluate the probationer and aid the employee in improving their areas of deficiency. The District and the Association shall attempt to reach agreement on the additional evaluator, and if unable to agree, the District shall appoint the second evaluator.
  2. The second evaluator shall provide a written evaluation of the employee's performance to the evaluator, and provide a copy to the employee, no later than the conclusion of the probationary period. The evaluation shall be based on multiple observations of performance and a review of other available evidence, with a particular emphasis on the areas of deficiencies identified by the evaluator and any areas of disagreement identified and brought to the attention of the second evaluator by the employee. This evaluation shall use the district evaluation criteria and scoring methodologies in this Article to produce an overall summative score.
  3. Separate from this second evaluator, both the District and the Association reserve the right to appoint additional experts of their own choosing at any time to observe and evaluate the employee's performance.
- H. Upon the conclusion of the probationary period, the evaluator shall evaluate the employee's progress in remediating their performance and provide a report to the employee and the superintendent.
- I. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
- J. The Superintendent will fully consider all the evidence and facts of each particular case before deciding probable cause or causes exist for non-renewal of an employee's contract. In the event the Superintendent determines that there is probable cause or causes that the employment contract of an employee should not be renewed by the District for the next ensuing term, such employee shall be so notified in writing on or before May 15, preceding the commencement of such term. Such notification shall specify the cause or causes for non-renewal of contract.

- K. Every such employee so notified at their request made in writing and filed with the Board of Directors of the District within ten (10) days after receiving such notice, shall be granted opportunity for hearing to determine whether there is sufficient cause or causes for non-renewal of contract. If any such notification or opportunity for hearing is not timely given, the employee entitled thereto shall be conclusively presumed to have been reemployed by the District for the next ensuing term upon contractual terms identical with those which would have prevailed if their employment had actually been renewed by the Board of Directors for such ensuing term.

