

# **COLLECTIVE BARGAINING AGREEMENT**

**by and between the**

**MEAD EDUCATION ASSOCIATION**

---

**and the**

**MEAD SCHOOL DISTRICT  
BOARD OF DIRECTORS**

**September 1, 2021 – August 31, 2022**

<b>PREAMBLE.....</b>	<b>1</b>
<b>ARTICLE I. ADMINISTRATION OF AGREEMENT.....</b>	<b>2</b>
SECTION 1. DEFINITION OF TERMS .....	2
SECTION 2. RECOGNITION.....	3
SECTION 3. STATUS OF AGREEMENT .....	4
SECTION 4. VARIANCES.....	4
SECTION 5. DISTRIBUTION OF AGREEMENT .....	5
SECTION 6. LABOR/MANAGEMENT .....	6
<b>ARTICLE II. BUSINESS.....</b>	<b>7</b>
SECTION 1. AGENCY SHOP .....	7
SECTION 2. MANAGEMENT RIGHTS .....	7
SECTION 3. ASSOCIATION RIGHTS .....	8
SECTION 4. NEGOTIATION PROCEDURES .....	9
SECTION 5. PICKET LINE RIGHTS.....	10
SECTION 6. NO STRIKE NO LOCKOUT .....	10
<b>ARTICLE III. EMPLOYEE RIGHTS.....</b>	<b>11</b>
SECTION 1. NONDISCRIMINATION.....	11
SECTION 2. PERSONNEL FILE.....	11
SECTION 3. DUE PROCESS IN DISCIPLINARY ACTION .....	12
SECTION 4. SAFETY AND HEALTH.....	13
SECTION 5. EMPLOYEE AND COMMUNITY .....	14
SECTION 6. JOB SHARING .....	16
SECTION 7. ASSIGNMENT & TRANSFER.....	18
SECTION 8. REDUCTION IN FORCE.....	27
SECTION 9. STAFF PROTECTION .....	29
SECTION 10. STUDENT DISCIPLINE .....	31
SECTION 11. TERMS OF AMNESTY .....	32
<b>ARTICLE IV. EVALUATION AND PROBATION.....</b>	<b>34</b>
SECTION 1. GENERAL .....	34
SECTION 2. EVALUATION OF CLASSROOM TEACHERS .....	34
SECTION 3. EVALUATION OF NON-CLASSROOM EMPLOYEES .....	52
SECTION 4. PROBATION OF NON-CLASSROOM EMPLOYEES.....	54
SECTION 5. PROVISIONAL NON-CLASSROOM EMPLOYEES.....	57
<b>ARTICLE V. INSTRUCTION .....</b>	<b>58</b>
SECTION 1. ACADEMIC FREEDOM .....	58
SECTION 2. EMPLOYEE WORKLOAD.....	58
SECTION 3. PREPARATION TIME.....	65
SECTION 4. NUMBER OF PREPARATIONS.....	66
SECTION 5. BUS DUTY .....	66
SECTION 6. SUPPLIES AND EQUIPMENT ORDERING & PHYSICAL ED EQUIPMENT.....	66
SECTION 7. DEPARTMENT ASSISTANCE.....	67
SECTION 8. STAFF AND CURRICULAR DEVELOPMENT.....	67
SECTION 9. LEARNING IMPROVEMENT TIME.....	70
<b>ARTICLE VI. LEAVES .....</b>	<b>71</b>
SECTION 1. SICK LEAVE (ILLNESS, INJURY AND EMERGENCY).....	71
SECTION 2. LONG-TERM LEAVE OF ABSENCE FOR HEALTH CONDITION .....	74
SECTION 3. ANNUAL LEAVE .....	74
SECTION 4. BEREAVEMENT LEAVE .....	76
SECTION 5. COURT APPEARANCE LEAVE.....	76
SECTION 6. ASSOCIATION LEAVE .....	76
SECTION 7. ASSOCIATION PRESIDENT'S RELEASE TIME .....	77
SECTION 8. LONG TERM LEAVES OF ABSENCE .....	78
SECTION 9. SABBATICAL LEAVE.....	78
SECTION 10. CRISIS LEAVE.....	79
SECTION 11. PARENTING LEAVE .....	80
SECTION 12. MILITARY LEAVE/SERVICE CREDIT .....	80



SECTION 13.PUBLIC SERVICE LEAVE .....	80
SECTION 14.RETURN FROM LEAVE .....	81
SECTION 15.FAMILY AND MEDICAL LEAVE .....	81
SECTION 16.EMERGENCY SCHOOL CLOSURE .....	81
SECTION 17.FAITH AND CONSCIENCE LEAVE .....	81
SECTION 18.DOMESTIC VIOLENCE LEAVE .....	82
<b>ARTICLE VII. FISCAL MATTERS .....</b>	<b>83</b>
SECTION 1. EMPLOYMENT OF CERTIFICATED EMPLOYEES .....	83
SECTION 2. INDIVIDUAL CONTRACTS .....	83
SECTION 3. SALARY SCHEDULE PLACEMENT .....	83
SECTION 4. PAYROLL DEDUCTIONS .....	85
SECTION 5. INSURANCE BENEFITS .....	85
SECTION 6. RETIREE INSURANCE BENEFITS .....	86
SECTION 7. TRANSPORTATION REIMBURSEMENT .....	86
SECTION 8. HOURS OF WORK .....	86
SECTION 9. EARLY RELEASE DAYS .....	87
SECTION 10.CO-CURRICULAR ASSIGNMENTS .....	87
SECTION 11.DOCTORATE DEGREE .....	88
SECTION 12.CAREER & TECHNICAL EDUCATION CONTRACTS .....	89
SECTION 13.PROFESSIONAL DAYS .....	89
SECTION 14.ADDITIONAL DAYS .....	90
SECTION 15.SUMMER SCHOOL AND MEPP HOURLY PAY .....	92
SECTION 16.ELEMENTARY CLUBS .....	92
SECTION 17.ELEM. SOCIAL WORKER/COUNSELORS ANNUAL ALLOCATION .....	92
SECTION 18.ESA PROFESSIONAL CERTIFICATION FEE REIMBURSEMENT .....	92
<b>ARTICLE VIII. GRIEVANCE PROCEDURES .....</b>	<b>93</b>
SECTION 1. DEFINITIONS .....	93
SECTION 2. GRIEVANCE OF BOARD POLICY .....	93
SECTION 3. GRIEVANCE PROCEDURE .....	93
SECTION 4. GENERAL .....	95
SECTION 5. SUPPLEMENTAL CONDITIONS .....	96
<b>ARTICLE IX. DURATION .....</b>	<b>97</b>
SECTION 1. DURATION .....	97
SECTION 2. SALARY INCREASES .....	97
SECTION 3. OPENERS .....	97
SECTION 4. ECONOMIC ACTION .....	98
<b>APPENDIX A – SALARY SCHEDULE 2021-2022 .....</b>	<b>99</b>
<b>APPENDIX A2 – PROFESSIONAL RESPONSIBILITIES .....</b>	<b>100</b>
<b>APPENDIX B1 – CO-CURRICULAR SALARY SCHEDULE 2021-2022 .....</b>	<b>101</b>
<b>APPENDIX B2 – CO-CURRICULAR ACTIVITIES 2021-2022 .....</b>	<b>102</b>
<b>APPENDIX C – MEAD EDUCATION ASSOC. GRIEVANCE REPORT FORM .....</b>	<b>104</b>
<b>APPENDIX D – MEAD VARIANCE REQUEST FORM .....</b>	<b>105</b>
<b>APPENDIX E-1 – SHORT FORM EVALUATION .....</b>	<b>106</b>
<b>APPENDIX E-2 – PERFORMANCE EVAL REPORT FOR CERT. SUPPORT EMPLOYEES...</b>	<b>107</b>
<b>APPENDIX F – REQUEST FOR SABBATAICAL .....</b>	<b>111</b>
<b>APPENDIX G – JUST CAUSE/SEVEN KEY TESTS .....</b>	<b>112</b>

## **PREAMBLE**

This Agreement entered into by and between the Board of Mead School District and the Mead Education Association pursuant to Chapter 41.59 RCW.

The Board and Association recognize and agree that providing quality education and maintaining high standards of academic excellence for the students and in all facets of the Mead School District program are mutual goals dependent primarily upon the quality and morale of certificated employees.

The members of the Association are professionally qualified to assist in formulating policy pertaining to educational programs, and the Association shall have the right after opening the Agreement in accordance with Article IX. Duration, to meet, confer and negotiate with the Board or a designee thereof to communicate the considered professional judgment of members prior to the final adoption by the Board of school policies relating to, but not limited to, curriculum, textbook selection, in-service training, student teaching programs, personnel hiring and assignment practices, leave of absence, salaries and salary schedules, and non-instructional duties.

The Board and Association have reached the following understanding that they desire to confirm in this Agreement.

## **ARTICLE I. ADMINISTRATION OF AGREEMENT**

### **Section 1. Definition of Terms**

- A. The term "District" shall mean the Mead School District Number 354, Spokane County, Washington State; or its agents.
- B. The term "Board" shall mean the Board of Directors of the Mead District.
- C. The term "Association" or "MEA" shall mean the Mead Education Association, which is affiliated with the Washington Education Association, the National Education Association and the WEA-Eastern Washington.
- D. The term "Parties" shall mean the District and the Association.
- E. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
- F. The term "Employee" shall mean any member of the bargaining unit as set out in this Agreement. Unless the context in which they are used clearly requires otherwise, words used in the contract denoting gender shall include both the masculine and feminine.
- G. Unless otherwise expressly stated, the term "day" shall mean any day the district business office is open for business with the public.
- H. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
- I. The term "President" shall mean the President of the Association or his/her designee.
- J. The term "contract" shall mean the individual employee's contract issued to and signed by each employee.
- K. The term "supplemental contract" shall mean that contract issued and signed for special and supplemental assignments and shall be in accordance with current statutory provisions.

- L. The term "Seniority" shall mean years of certificated experience in the state of Washington unless otherwise specified in this agreement.
- M. The term "RCW" shall mean the Revised Code of Washington.
- N. The term "WAC" shall mean the Washington Administrative Code.
- O. The term "SPI" shall mean the Washington State Superintendent of Public Instruction or his/her office.
- P. The term "PERC" shall mean the Washington State Public Employee Relations Commission.

## **Section 2. Recognition**

The Board recognizes the Association as the exclusive bargaining representative for regular full-time and part-time certificated employees of the Mead School District including short-term and long-term substitutes.

Short-term and long-term substitute employees shall be included in the bargaining unit as follows:

1. A "long-term substitute employee" shall refer to all substitute certificated employees included in the bargaining unit after working twenty (20) consecutive days in the same assignment. After the twentieth day, a long term employee shall be eligible for per diem salary placement and one day of sick leave for each (20) consecutive days of service. The following provisions shall apply to long-term substitute employees:

Article I

Article II

Article III-Sections: 1; 2 A, B; 3; 4; 5; 9; 10; 11

Article V-Sections: 1, 2, 3, 4, 5

Article VII-Sections: 1, 3, 4, 7, 10, 11

Article IX-Sections 1

2. A short-term substitute is a temporary employee who has been employed in various assignments for more than thirty (30) days in the current school year. A short-term

substitute shall be paid at the current substitute rate, as specified by the District. No other provisions of the Agreement apply.

Employees not subject to the terms and conditions of this Agreement include Superintendent, Assistant Superintendents, Executive Directors, Program Directors, Program Coordinators, Business Manager, Principals, Vice Principals, Assistant Principals, Principal Assistants and other exclusions as provided for in RCW 41.59.020. The District retains full discretionary rights to hire, assign, dismiss or retain "certified short-term and long-term substitute employees".

**Unpaid Leave for Long-Term Substitutes:** Requests for unpaid leave shall be submitted in writing to the principal/supervisor and approval shall be coordinated with the Personnel Office. Pre-approval is required. Consideration for approval will be limited to unique circumstances or opportunities. If the leave is approved, the unpaid day(s) will not affect or interrupt days of service.

### **Section 3. Status of Agreement**

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 groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of the Agreement shall continue in full force and effect. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

### **Section 4. Variances**

- A. **Definition:** A variance is a temporary exception to current policy, procedure or contractual agreement requested by a school site. Variances do not set precedent or establish past practice. The variance form shall be contained herein as Appendix E.
- B. **Variance Procedure:**
  - 1. A school site should notify the President and the Superintendent with a written copy of the variance requested.
  - 2. The variance will be considered by Labor Management within one (1) month of receiving the request. In some cases, representatives from the site may be requested to join Labor Management. In Labor Management the variance will be

discussed in terms of student learning, impact on other individuals and organizations within the District, School Board policy, contracts with other bargaining groups, state law and other regulations. Recommendations from Labor Management may be made to the site or to affected organizations.

3. MEA members at the site will vote on the variance by secret ballot. A 75 percent (75%) majority vote is required before it can be submitted to the MEA Executive Board or MEA Rep Council.
  4. The MEA Rep Council or Executive Board will vote on all variances affecting the contract between the MEA and the District.
  5. MEA will submit the variance to the Mead School Board for approval.
  6. The duration of a variance is one (1) school year.
- C. **Renewal of a Variance:** To renew a variance, a site needs to submit data showing how the variance has improved student learning. It is necessary to repeat steps 3 and 4 as listed above. If the renewal is accepted, the duration will again be one (1) school year.

#### **Section 5. Distribution of Agreement**

The final proof of the Agreement shall be mutually agreed upon no later than thirty (30) calendar days following the ratification and signing of this Agreement, at which time this Agreement shall be made available electronically. The Association shall prepare this Agreement as mutually agreed upon by the Association and District.

The Association and District shall make every effort to minimize the number of physical copies. The District shall provide up to fifty (50) copies of the agreement, at no charge to the Association, upon request. Any additional printing costs shall be the responsibility of the entity requiring the copies. The Association shall bear the responsibility for distribution to all employees.

The District & Association shall collaboratively proofread the Agreement.

## **Section 6. Labor/Management**

- A. Labor/Management meetings will be scheduled on a regular basis. The calendar will be established prior to August 31 of each school year by the Superintendent and the MEA President.
- B. Budgetary issues will be an ongoing topic at the regularly scheduled labor/management meetings. The MEA will be included in a budget planning and input session in the spring of each year as the budget is prepared for the following school year.

## **ARTICLE II. BUSINESS**

### **Section 1. Agency Shop**

- A. Any employee who is a member of the Association or who has applied for membership, shall sign and deliver an authorization form to the Association. Such membership authorization shall continue in effect from year to year, unless revoked in writing and sent to the Washington Education Association Membership Department.
- B. The Association and its affiliates (WEA and NEA) shall have the right of automatic payroll deduction of membership dues, assessments, and fees for employees who are members of the Association.
- C. The Association shall submit a copy of each signed authorization form to the District office for processing. Amounts of annual dues deductions, assessments, and fees shall be made known by the Association to the District office by September 10 of each year.
- D. Dues deductions for employees employed after the commencement of the school year shall be appropriately prorated, and shall be equal to the full yearly amount.
- E. Hold Harmless: The Association agrees to defend, indemnify, and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of the provisions of this article. It is mutually understood and agreed that the provisions of this paragraph are contingent upon:
  - 1. The District's agreement that the MEA shall be authorized to defend such suit through an attorney of MEA's choosing.
  - 2. The District's agreement to provide full cooperation and information to the MEA in defending any suit which may be brought against it as a result of this Agreement.

### **Section 2. Management Rights**

The Board, on its own behalf and on behalf of the public, hereby retains and reserves unto itself all power, right, authority, duties and responsibility conferred upon and vested in it by the laws and Constitution of the State of Washington and the United States, including but without limiting to the following:



- A. To the executive management and administrative control of the District, its properties, and facilities.
- B. To hire all employees and, subject to provisions of law, determine their qualifications and the conditions for their continued employment, or their dismissal or demotion.
- C. To establish educational programs, courses and related services, including special programs, and to provide for athletic, recreational, cultural, and social activities for students and the community as deemed necessary or advisable by the Board.
- D. To decide upon the duties, responsibilities, and assignments of employees.
- E. The exercise of the foregoing rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms and provisions of this Agreement and the Constitution and laws of the state of Washington.
- F. It is the desire of both parties to facilitate the ability for the District or buildings to creatively develop new programs and practices. The District and the Association can set aside contract language if both the District and Association mutually agree in a letter of agreement.

### **Section 3. Association Rights**

- A. **Use of School Buildings:** The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business upon notification to the building principal and provided such meetings and business are conducted outside the contracted workday.
- B. **Use of School Equipment:** The Association shall have the right to use District facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall reimburse the District for the cost of expendable office supplies.
- C. **Use of Bulletin Boards:** The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards to be provided in each faculty lounge of each building in the District. A copy of any notice posted pursuant to this section shall be supplied to the Superintendent prior to posting, whenever possible.

- D. **Use of District Mail System:** The Association shall have access to the District mail service and teacher mailboxes for communication purposes.
- E. **School District Information:** The Board shall furnish to the Association upon request any information that is public record under the Public Disclosure Act of the state of Washington.
- F. **Association Access to Employees:** The Association and its representatives shall have access to all District buildings and to all employees. The representative shall notify the building office and the person in charge of his/her presence. Such visits shall not interrupt classes.
- G. **Employees Scheduled by the Board:** Employees scheduled by the Board to attend meetings of the Board during regular working hours shall suffer no loss in pay.
- H. **Employee Information:** The Board shall upon request provide to the Association a list of newly employed certificated employees and substitute certificated employees containing their assignments, rate of pay, and number of days worked.
- I. **Exclusivity:** The rights granted to the Association herein, shall not be granted to any competing organization, unless so directed by PERC.

#### **Section 4. Negotiation Procedures**

- A. **Objectives:** The parties agree that the negotiations process is dependent on mutual understanding and cooperation, and therefore requires a free and open exchange of views in deliberation leading to policy decisions. Both parties agree to meet at reasonable times and places and to negotiate in a good-faith effort to reach agreement.
- B. **Negotiation Procedures:** Subject to approval of the Board, when negotiation bargaining sessions are scheduled during the regular workday, the District shall provide release time and pay the cost of substitutes for the Association bargaining team and the president.
- C. **Representation:** Members of the Board or their designated representatives, and representatives named by the Association shall meet for the purpose of negotiating and seeking agreement. Neither party will attempt to exert any control over the other's selection of its representatives, except that no member of the bargaining unit shall be used as a negotiator for the Board.

Consultants may be called upon by either party and utilized in the negotiation of any matter being considered by the negotiation teams.

- D. **Subjects of Negotiations:** The negotiation teams shall bargain wages, hours, and working conditions of the employees in accordance with applicable state laws.
- E. **Written Requests:** Requests from the Board shall be made in writing directly to the President. Within ten (10) days of the date of request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place within fifteen (15) days of the request.

Additional meetings shall be agreed upon by the negotiating teams as may be necessary. When bargaining occurs during the school year, sessions shall be held during the regular workday unless other arrangements are agreed upon by both parties.

- F. **Exchange of Information:** The Board agrees to furnish the Association all information needed for developing intelligent, feasible, and constructive proposals in accordance with the disclosure laws of the state.
- G. **Agreement:** When agreement is reached, it shall then be made in writing and submitted for ratification to the Board and to the Association. When approved by both parties, it shall be signed by their respective presidents and shall be entered into the official minutes of the Board. Three (3) copies shall be signed for the purpose of record; one (1) retained by the Board, one (1) by the Association, and one (1) by the Superintendent.

#### **Section 5. Picket Line Rights**

It shall not be a violation of this Agreement nor shall any employee be disciplined or discriminated against for refusing to cross any lawful picket line in the course of performing his/her duties.

#### **Section 6. No Strike No Lockout**

The parties agree that during the term of this Agreement there shall be no strike or other economic action by employees or the Association and there shall be no lockout or other economic action by the District.

### **ARTICLE III. EMPLOYEE RIGHTS**

#### **Section 1. Nondiscrimination**

The Board and Association agree that neither shall discriminate against any employee because of race, creed, color, sex, marital status, sexual orientation including gender expression or identity, age, national origin, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, religious or political belief, membership or non membership in the Association or any other protected class in compliance with federal and state law.

The Board and Association agree that all employees are entitled to their full rights of citizenship granted to them by the Constitution and the laws of the United States and the state of Washington, including the rights of freedom of religion and political activity, and further, the Board agrees not to discipline or discriminate against any employee who exercises these rights.

The private life of an employee is not within the appropriate concern or attention of the Board.

No administrator shall discriminate against any member of the bargaining unit for his/her use of this document. No administrator may advise, impede, or otherwise discourage a member of the bargaining unit from seeking aid from the Association or its affiliates.

#### **Section 2. Personnel File**

- A. **Right to Inspect and Copy:** Employees will, upon request, have the right to inspect the contents of their complete Personnel File kept within the District. Anyone at the employee's request may be present during this review. Upon request, one copy of any document contained therein shall be afforded the employee at the District's expense. Additional copies will be at the employee's expense.
- B. **Official File:** No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District.
- C. **Placement of Materials:** Each employee's personnel file shall contain the following minimum items: evaluation reports, copies of annual contracts, record of teaching certificate and a transcript of academic records. Copies of all evaluation reports and other materials to be placed in the employee's file will be forwarded to the employee. Employees

will be afforded the opportunity to attach comments. Statements from non-professional sources shall not be included in the personnel file. Evaluation form(s) and any other materials shall be retained for two (2) years from the contract year to which the material refers.

- D. **Evaluator's Working File:** It is recognized that the evaluator in the evaluation process may need to maintain an anecdotal record in order to aid the evaluator in the evaluation process. Such material shall not be kept beyond the completion of the evaluation and shall not be placed in the personnel file.

### **Section 3. Due Process In Disciplinary Action**

- A. **Just Cause:** No employee shall be disciplined (including nonrenewal or discharge) without the application of the Seven Tests of Just Cause. Seven (7) Tests of Just Cause include Notice, Reasonable Rule or Order, Investigation, Fair Investigation, Proof, Equal Treatment, and Penalty (see Appendix I).
- B. **Confidentiality:** Employee discipline, including verbal reprimands, shall be conducted privately, only in the presence of another administrator or an Association representative (the latter at the choice of the employee).
- C. **Specific Grounds:** The specific grounds forming the basis for formal disciplinary action will be made available to the employee in writing. The Association shall be afforded a copy.
- D. **Discipline Appropriate to the Behavior:** Any disciplinary or other adverse action taken against an employee shall be appropriate to the behavior or situation that precipitates the action. Non-Disciplinary measures include: Oral Instruction/Counseling and Written Instruction/Counseling. Progressive Disciplinary Steps include the following: Disciplinary Oral Warning, Written Warning, Written Reprimand, Suspension, and Discharge.
- E. **Right to Representation:** Prior notification of the right of representation from the Association shall be given to an employee before any meeting in which formal disciplinary action will be taken against an employee. (Formal disciplinary action is that which results in a disciplinary notice being placed in the central personnel file.)

F. **Employee Complaints:** Any complaint and complainant's name (unless the release of such name is prohibited by state and/or federal law) made against an employee, or any person for whom the employee is administratively responsible, by a parent, student, or other person shall be called to the attention of the employee, by the next workday or as soon as possible, but no later than five (5) work days of the receipt of said complaint. Any complaint not called to the attention of the employee cannot be used in any disciplinary action taken against the employee. An employee will acknowledge receipt of the complaint by signing a receipt of notice of such complaint without requiring agreement to the substance of the complaint.

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G. **Grievance/Hearings:** It is agreed that all disciplinary matters pursuant to this article shall be subject to the grievance procedure contained in this Agreement.

H. **Election of Remedy:** Any employee receiving notification of nonrenewal of contract, discharge or adverse effect may request to have the matter heard by a hearing officer in accordance with RCW 28A.405.310 or RCW 28A.405.380 or an arbitrator in accordance with the grievance procedure contained herein.

#### **Section 4. Safety and Health**

The District shall comply with all state and federal statutes, rules and regulations regarding health, safety and the environment of learning and working sites.

A. **Safety committee:** State regulations require employers to have safety committees with equal representation of management and employees (WAC 296-800-130 and 13020). Associations may use these committees to deal with Indoor Environmental Quality (IEQ) issues or they may bargain for a separate committee to deal solely with IEQ issues.

B. **Notice of health problems and actions to resolve:** When an IEQ/Health/Safety issue arises, the District shall provide immediate notice to the entire staff of the impacted building and the Association. This notice shall outline the problem and its location, and what is being done to resolve the issue. On-going notices shall include updates on actions taken to resolve the issue and any reports from outside experts.

C. **Employee/District Responsibilities Regarding Hazardous Conditions:**

1. An employee shall be responsible for reporting to their supervisor, in writing, any

observed hazardous working condition. The employee will continue to retain supervisory responsibility.

2. The District shall, under circumstances above, be responsible for evaluating and correcting the condition. The District will defend the employee under terms of its liability insurance.

D. **Personal Injury:** An employee who sustains a personal injury in the course of employment will be paid at full salary for the period of absence to the limit of available illness leave, less the amount of any workers compensation award made for the disability due to such injury. Such absence shall be charged to the employee's annual or accumulated illness leave in the pro rata amount paid by the District. The District will reimburse employees for replacement of clothing or other personal property damaged or destroyed in a disturbance as provided by statute RCW 28A.58.425.

E. **Physical Assault:** Employees who suffer injury caused by a physical assault by a student, parent, guardian of a student, or other individual, during the course of their employment or the authorized supervision of students at a district sponsored event, will not be charged annual or accumulated sick leave up to a maximum of twenty-five (25) work days, provided the following steps are followed. Days must be accessed in full day or half-day increments.

- Mead School District Employees Accident Report is completed and turned in to the appropriate district official.
- Employee seeks professional medical care and the medical provider authorizes/approves the employee to miss work.

## **Section 5. Employee and Community**

The District and Association acknowledge that the following provisions under this section are an attempt to deal with staff concerns regarding safety and dangerous, assaultive behavior of students, parents, guardians and/or associates. Should any conflict exist between the legal rights of students, parents, guardians and/or associates and legal rights of staff, the District shall have the responsibility to determine the substantive and procedural rights which students, parents, guardians and/or associates are entitled to, notwithstanding the following provisions:

1. The District and the Association are jointly committed to providing quality educational programs in a warm, open, supportive environment which protects the



safety and security of all students and staff. Therefore, the parties agree that an optimal teaching and learning climate for staff and students requires an enforcement of policies and procedures for weapons, dangerous devices, and assaultive behavior.

2. Possession or use of weapons, explosives, firecrackers, illegal knives or other items capable of producing bodily harm is prohibited. Students in possession of or using any weapons or dangerous devices including but not limited to any weapon listed as a deadly weapon in RCW 9A.04.110, RCW 9A.41.280 or (local) ordinances will be disciplined according to district policy and/or state law.
3. Assaultive behaviors are defined as:
  - a. Physical assaultive behavior – purposeful assaultive, aggressive behavior by students, parents, guardians and/or associates.
  - b. Expressive assaultive behavior – verbal and/or written threat by students, parents, guardians and/or associates.
4. Receiving certificated employees will be given available information per federal and state statute concerning dangerous-assaultive behavior of students, parents, guardians and/or associates prior to admittance to classrooms. The District shall provide this information based upon written records that the District maintains or which it receives from a law enforcement agency.
5. If an employee wishes to file an informational and/or criminal complaint, the Superintendent or his/her designee and/or the administrator in charge of the school building shall cooperate with an assaulted employee in making his/her informational and/or criminal complaint against either an adult or juvenile offender. The District reaffirms its policy to support an employee who is assaulted while acting within the scope of his/her employment in accordance with District policies and direction, especially when attempting to maintain order in a school.



## **Section 6. Job Sharing**

A. **Definition:** Job sharing shall mean the sharing of one continuing full-time (1.0 FTE) position between two continuing employees for one contract year.

B. **Procedural Requirements:**

1. **Full Time Equivalent (FTE):** Employees cannot increase their FTE status through a job sharing assignment.

2. **Employee Status:**

a. **First Year:** In the first year of the job sharing assignment, the reduction of the employee's FTE shall be considered as other unpaid leaves. At the end of the first year, the employees may choose to return to their previous positions.

b. **Subsequent Years:** If the building staffing allows, the job share can be dissolved. Employees may return to their original FTE/ness in their original building without applying for a position for which they are qualified.

c. **Employee Benefits:** Each employee shall be placed on the appropriate position of the salary schedule in accordance with Article VII, Section 3, and receive a pro rated share of the stated salary based on their full-time equivalent work year. Fringe benefits (other than health insurance) shall also be prorated on the basis of FTE. Each employee shall receive a share of per diem time and other benefits as equivalent to other part time employees. Health insurance benefits will be provided by the Washington State Health Care Authority (HCA) in accordance with School Employee Benefit Board (SEBB) guidelines.

C. **Application and Approval:**

1. **Application:** Employees interested in job share assignments will apply by April 1 to the building principal. The principal and interested employees will mutually address the following:

- a. Employee compatibility (personal traits, educational philosophy, areas of effectiveness, and experience)
  - b. Division of teaching tasks
  - c. Management of the following items:
    - 1. faculty meetings
    - 2. parent conferences
    - 3. classroom parties and field trips
    - 4. student learning objectives
    - 5. staff development
    - 6. in-service
    - 7. open houses
    - 8. parent/student orientation
    - 9. opening and closing of school
    - 10. room preparation and closure
    - 11. parent/teacher conferences
  - d. Agreement on the acceptable division of time
  - e. Basic ground rules on discipline.
  - f. A communication system between the two employees, with the principal(s), with the parents, and with other building staff.
- 2. **Notification:** The applicants will receive notification acknowledging their job share status by May 15.
  - 3. **Yearly Review:** The job sharing employees and their immediate supervisor shall yearly review the job share status to decide to continue or dissolve the job sharing relationship, as per paragraph E. below.
- D. **Substituting:** Substituting for job sharing employees will be at the established rate of substitute pay.

**E. Dissolution of Job Sharing Status:** If the job sharing relationship dissolves, employees shall have one of the following options:

1. Return to their original FTE/ness in their original building if such a position is available after in-building assignments are completed.
2. Find another qualified job share partner from among current continuing employees and resubmit and complete the application and approval procedure contained in this provision.
3. Apply for and receive another position in the District.
4. Resign a portion of their original contract, with Superintendent approval.
5. Apply for an unpaid leave of absence, if eligible.

#### **Section 7. Assignment & Transfer**

The District and Association recognize the desirability of making assignments that consider the interests and aspirations of the employees. To this end, decisions will not be made in an arbitrary and capricious manner.

#### **A. Definition of Terms**

1. **ASSIGNMENT:** An individual's current job placement.
2. **REASSIGNMENT:** A change in assignment within a building either by request or because of building/program needs.
3. **TRANSFERS:** A transfer shall mean a change from an employee's current assignment to an assignment in another building.
  - a. **VOLUNTARY:** A transfer mutually agreed upon between the employee and District.

**b. INVOLUNTARY:** A transfer not mutually agreed upon between the employee and District.

**B. Sequence**

1. Principals/administrators survey employees about preferred teaching assignments for the coming year.
2. Enrollment/staffing levels are set administratively.
3. Student classes at the secondary level are set administratively.
4. Principals/administrators reassign in-building employees including those returning from leave.
5. The employee may discuss the proposed assignment with the building administrator.
6. Employees with involuntary transfer status from previous years have the opportunity to return if a position exists.
7. Least senior surplus employees are identified by teaching area at elementary, and by department at secondary levels.
8. Administrators seek volunteers in lieu of involuntary employees by department at secondary levels, and by teaching area at elementary levels.
9. When changes in employee assignments are made for the ensuing school year, every effort shall be made to notify the employee by the end of the current school year.
10. Involuntary employees (and volunteers in lieu of involuntary staff) are transferred to available positions.
11. Determine openings.
12. Establish hiring teams.

13. Post openings.

**C. Reassignment of Employees**

1. No employee shall be involuntarily reassigned within a building to a position for which the employee is substantially unqualified.
2. Reassignment procedures should not be used to preclude the placement of employees who are on involuntary transfer from prior years.
3. For purposes of assignment and transfer, each elementary school, middle school, high school, M.E.A.D., MEPP, Mead Support Services, and Special Services shall be defined as a building. LAP, Title I, Resource Room, DLC, BI and Developmental Preschool teachers are assigned to their respective school buildings and are not included in the Special Services building.
4. Program Relocation: If a Special Education program is relocated to another school, the teacher(s) assigned to that program shall have first option to be reassigned with the program to the new location. If the teacher(s) assigned to the program do/does not wish to be reassigned with the program to the new location and the building remains overstaffed, the Involuntary Transfer provisions of this Section shall apply.
5. Special Education staff who are reassigned by the District, will be provided flexibility in the employee's schedule to accommodate the move.

**D. Involuntary Transfer**

Identification of Employee(s) for Involuntary Transfer

1. The least senior employee will be identified for involuntary transfer if there is surplus staff.
  - a. Prior to the transfer or hiring in any building, each department at the secondary level, and each teaching area at the elementary level shall be designated as having surplus staff or as understaffed. Teaching areas at

the elementary level shall be defined as grades K-5, Special Services, and specialists (library, music, PE, and social workers).

- b. Provided the employee meets the qualifications and criteria referenced in this provision, the employee with the least seniority in the secondary department(s) or elementary teaching area shall be involuntarily transferred.
  1. Seniority for purposes of this provision shall mean length of service time in the Mead School District. Tie-breakers will be determined by length of service within the State. In the event a tie still remains, the tie will be broken by a drawing of lots.
  2. Involuntarily transferred employees shall meet the following qualifications and criteria:
    - Certified/endorsed for the teaching position.
    - Experience in or academic preparation for the teaching position.
  3. Notice of an involuntary transfer and the specific reassignment shall be given to the affected employee not later than May 15, unless it is not known by that date; if such notice must be made after May 15, it shall be given to the employee as soon as it becomes available.
  4. No employee will be involuntarily transferred more than two (2) consecutive years.
  5. If involuntary transfers become necessary, the District shall counsel with the affected employee regarding the rationale for the transfer. The transferred employee is entitled to discuss his/her personal desires at the time.

#### Volunteer in Lieu of Involuntary Transfer

1. No staff vacancy or new position shall be filled by means of an involuntary transfer if there is a volunteer available who meets the following qualifications and criteria:

- Certified/endorsed for the teaching position.
  - Experience in or academic preparation for the teaching position.
2. A volunteer does not retain the same right to return as a person being involuntarily transferred.

#### Involuntary Transfer – Assistance With Moving

1. Based upon an established educational need and physical requirements, a classroom teacher involuntarily transferred or volunteer in lieu of an involuntary transfer shall be allowed up to four (4) days of substitute and/or per diem time to prepare and plan for the new assignment and to transfer materials. The employee may request the assistance of the District to help move the employee's instructional materials.
2. The involuntarily transferred employee or the volunteer in lieu of an involuntary transfer may request the assistance of the District to help move the employee's instructional materials.

#### Involuntary Transfer – Rights to Return

1. A volunteer does not retain the same right to return as a person being involuntarily transferred.
2. Employees who are involuntarily transferred have the option of notifying the personnel office in writing if they want to waive their rights under Paragraph C, Involuntary Transfer. By doing so, the employee becomes a regular staff member at the new school, and is subject to all other provisions of the collective bargaining agreement for future staffing.
3. An employee with involuntary transfer status from previous years has the right to return to any position for which he or she is qualified, if the position is at the same building from which he or she was involuntarily transferred, and if the position is for the same full-time equivalency (FTE) as the employee had at the time the involuntary transfer took place.

4. The employee who is identified for involuntary transfer status has the option to return at any time if a position becomes available. However, to maintain continuity in both buildings, the employee can choose to remain in his or her current assignment through the semester at secondary levels, or through the school year at the elementary level. If the employee chooses to wait to return to his or her original assignment, the building with the open position can fill the position with a substitute until the employee returns. Also, if the employee chooses to wait until the semester at secondary or the end of the school year at elementary to return, he or she will be considered as part of the original school's staffing for purposes of reassignments, etc., for the coming year.

#### **E. Identification of Posting/Interview Team**

The interview team shall be initiated by the principal/human services, drawing from those employees most affected by the selection, those most knowledgeable in the area of the posting, and must include an MEA member. Hiring teams shall receive training and support as needed. Such training shall be developed jointly by the MEA and the District.

#### **F. Determination of Qualifications and Expectations**

Definitions of Posting Elements:

1. **Job Summary:** Describes the general nature and purpose of the job and is consistent with the rest of the job description.
2. **Essential Functions:** Described the basic duties that an employee must be able to perform, with respect to the following statutes: Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA), federal and state discrimination laws, and Family and Medical Leave Act (FMLA).
3. **Required Qualifications:** Describes the minimum requirement for certification and endorsements, without which one is not considered to be a qualified candidate for the position.
4. **Essential Criteria:** Consists of additional required criteria for the position. If one or more candidates meet the Essential Criteria of the posting, the interview team will make its selection based on the candidate who is most qualified. Essential



criteria include but are not limited to the degree of expertise or skill required to perform the function.

5. **Desired Criteria:** This section of the posting will identify all preferred or Desired Criteria a candidate will have the position. If a candidate meets or exceeds all Essential Criteria, failure to meet one or more of the Desired Criteria may not be used as a reason for the interview team to by-pass an in-district candidate. If a candidate meets or exceeds all Essential Criteria, the interview team may weight the Desired Criteria along with the Essential Criteria in making its selection of the best qualified candidate. The interview team shall develop the Desired Criteria.

#### **G. Posting of Open Positions**

1. Open positions shall be posted for a minimum of five (5) days. All open positions may be posted simultaneously inside and outside the District. Current continuing (.3 FTE or greater) in-district employees shall receive first consideration.
2. The position shall be posted online and directly emailed to all certificated employees within three (3) school days of the official announcement.
3. Employees who are interested in listings of openings during the summer months may access the District's website at mead354.org (or at web address 10.200.3.23 if using the District network system).
4. If a position becomes vacant after the start of second semester, the vacancy shall be filled by a substitute for the remainder of that year.
5. The posting shall be emailed to the MEA President at the time it is posted.
6. A school offering a summer program solely for the students attending that school shall first offer the positions to all certificated staff in that building before posting the positions.

#### **H. Selection Process**

The selection process is designed to balance the needs of existing employees for growth and new opportunities with the best fit into the culture of the work site.

1. Continuing (.3 FTE or greater) contract employees who apply for any open

positions shall be given first consideration.

2. All continuing (.3 FTE or greater) in-District applicants who meet posted Required Qualifications as defined in Paragraph F of this Section shall be interviewed for a given position.
3. The continuing (.3 FTE or greater) in-District candidate will be selected following the interview if the team determines that the candidate best meets the posted criteria as identified in Paragraph F of this Section.
4. The continuing (.3 FTE or greater) in-District candidate will be denied the position if the interview team determines the candidate does not meet the posted Required Qualifications and/or Essential Criteria as identified in Paragraph F of this Section.
5. If a continuing (.3 FTE or greater) in-District candidate(s) is not selected for the position, the interview team will notify the candidate(s) of its decision prior to moving forward with the selection process.
6. Following the selection, each continuing (.3 FTE or greater) in-District interviewee, upon request, shall be allowed to meet with the interview team or building administrator to review the reasoning behind the selection.
7. From September 1 to May 31, additional FTEness may be added to part-time employees under the following circumstances:
  - a. The District may offer additional continuing contract time to part-time continuing employees working .5 FTE or greater in the building without additional posting or interviews.
  - b. The District may offer additional leave replacement contract time to part-time continuing employees working .2 FTE or greater in the building without additional posting or interviews.
  - c. The District may offer additional leave replacement contract time to part-time leave replacement employees working .2 FTE or greater in the building without additional posting or interviews.

- d. This selection process shall not apply to Limited Defined Employees or those on a Personal Services Contract.

**I. Intra-District Transfer to Leave Replacement Positions**

1. When a one-year, leave replacement certificated position becomes available, continuing contract employees may apply for the one-year contract position without loss of continuing contract status. If the continuing employee is selected to fill the one-year position, a one-year leave replacement employee may be hired to fill the vacated position. Only one continuing contract employee may move per leave request granted. At the end of one year, the continuing employee filling the leave position shall return to his/her previous building, except in the case of Paragraph 2 below.
2. In the event that a leave replacement one-year position (that is filled with a continuing one-year replacement) becomes a continuing position, the hiring team may offer that continuing employee the continuing position without additional posting or interviews.

**J. Intra-District Transfer to Temporary Assignments**

The District may establish temporary bargaining unit assignments (Teachers On Special Assignment (TOSA) for one year. Employees may apply for such positions pursuant to Article III, Section 6, F. With mutual agreement between the District and Employee the TOSA may be extended for an additional year. At the end of the position, the employee filling the temporary assignment shall return to his/her previous building without loss of benefit or seniority.

**K. Program Building Change**

Two days, paid at per diem rate, for moving shall be provided for impacted employees when a program is moved from one building to another. Days shall be used at the employee's discretion and communicated to their immediate supervisor. Moving a program from one building to another, for other than an emergency or construction situation, shall only occur during the summer.

**L. Opening of New School**

A schedule for extended days for employees working in a new school will be established through the Labor Management process no later than June 1<sup>st</sup> prior to the fall opening of the new school. Days will not be scheduled between July 1<sup>st</sup> and August 10<sup>th</sup>. Attendance at these days is optional.

**M. Digital Platforms & Technology Laptop/Computer Refresh**

**1. Learning Platform Cancellation, Change/Add and Support**

- a. The District shall not switch, change/add, or eliminate digital learning platforms during the school year.
- b. The District shall notify employees, no later than the last day of school for the upcoming school year, of the elimination of an existing digital learning platform or addition of a new digital learning platform.
- c. The District Technology Department shall provide logistical support and training in transferring employee's material to the new platform. When the transfer of material cannot occur, the Association and District will collaborate on how best to provide support to employees.
- d. Upon mutual consent between the District and Association small groups of employees can pilot innovative platform use.

**2. Laptop/Computer Refresh**

- a. All building-wide or district-wide laptop/computer refresh processing shall be scheduled through the Labor Management Process.
- b. The District shall make every effort to notify impacted employees six (6) months prior to any upcoming refresh.

**Section 8. Reduction In Force**

**A. Purpose:** To provide for an equitable, orderly and expeditious process of laying off employees in the event of a financial emergency. RCW 28A.405.

**B. Definitions**

- 1. "Financial Emergency" means a significant loss of funding that requires the involuntary separation of employees.

2. "Reduction in Force" means a reduction of employees resulting from a financial emergency. Any employee placed on layoff status shall retain all accrued benefits as are regularly extended to any employee on leave.
  3. "Qualifications" means the appropriate Washington State Certificate for the subject and/or grade level and/or assignment to which the employee will be assigned.
  4. "Seniority" means length of service within the State. Tie-breakers will be determined by service time in the Mead School District. In the event a tie still remains, the tie will be broken by drawing of lots.
- C. **Board Determination of Financial Emergency:** Prior to April 15 of each year, the Board shall determine whether a financial emergency exists. If it is determined that a financial emergency exists for the following school year, the Board shall notify the Association in writing of such determination.
- D. **Reduction In Force**
1. On, or before, January 31 of each school year, the District will compile a certificated employee seniority list. This list will include the following information: total teaching experience in Washington State and the Mead School District. The District shall make this list available to all employees electronically. Employees shall have twenty (20) working days to report any dispute regarding their years of experience. The District will provide a copy of the finalized list to each building, to the MEA President and, in email format, to all employees by March 15.
  2. The District shall accomplish the reduction in force beginning with the employees with the least seniority and who possess the required Washington State Certificate and shall proceed until the necessary number of reductions has been met.
  3. Final layoff (RIF) notices will be given on or before May 15.
- E. **Procedure for Recall**

Employees on layoff status shall be recalled in the order of most seniority, but must possess an appropriate Washington State Certificate for the subject and/or grade level

and/or assignment to which the employee will be assigned. Those employees recalled who possess the appropriate Washington State Certificate but are placed in a position outside of their endorsed area shall agree to complete state endorsement requirements for that position, pursuant to WAC 181.82.105 (8) and WAC 181.82.110.

**F. Employee Rights**

Nothing in this provision shall preclude the employee's grievance and/or right to due process of law.

**Section 9. Staff Protection**

- A. **District Request to Attend Conference:** If an employee is requested by a District administrator to attend a conference with a parent of a child covered under WAC 392-172, the employee has the right to a pre-conference meeting with the administrator regarding parental concerns.
- B. **Employee Required to Attend Conference:** If a legal hearing or court appearance is required (under WAC 392-172) and an employee is required to attend, the employee shall have the right to be represented by the District's appointed attorney. The District will pay the approved legal costs as determined by the District's attorney. Notification and timelines will be provided by the District in accordance with due process procedures, legal requirements, and counsel from the District's attorney.
- C. **District Liability Insurance:** The District will continue the practice of carrying employees as insured in its District liability insurance program. The following are coverages pertaining to legal liability:

**General Liability Coverage**

- 1. All activities due to the ownership, operation or maintenance of any school properties.
- 2. Coverage extended to any sanctioned school activity on or off the premises.
- 3. Employee liability, including corporal punishment, covering activities of employees acting within the scope of their authority.

4. Stop-gap coverage included on all employees.
5. Personal injury for the perils of libel, slander, wrongful search, or eviction.
6. All provisions under SB 298 are part of the District policy.

- D. **Vehicle Insurance:** Contingent non-ownership liability coverage provided as excess insurance over any personal auto liability or property damage insurance.

(The District has no more coverage under its liability policy than that which is provided to its employees.)

- E. **Personal Injury:** An employee who sustains a personal injury in the course of his/her employment will be paid his/her full salary for the period of his/her absence to the limit of available illness leave, less the amount of any workers compensation award made for the disability due to such injury. Such absence shall be charged to the employee's annual or accumulated illness leave in the pro rata amount paid by the District. The District will reimburse employees for replacement of clothing or other personal property damaged or destroyed in a disturbance as provided by statute RCW 28A.58.425.

F. **Employee/District Responsibilities Regarding Hazardous Conditions:**

1. An employee shall be responsible for reporting to his/her supervisor, in writing, any observed hazardous working condition. The employee will continue to retain supervisory responsibility.
2. The District shall, under the circumstances above, be responsible for evaluating and correcting the condition. The District will defend the employee under terms of its liability insurance.
3. The District agrees to provide information and consultation through the County Prosecuting Attorney.

- G. **Personal Property Insurance:** The District will provide theft insurance coverage which protects the personal property of Association members which has been safeguarded up to a value of \$10,000 per occurrence, \$5,000 maximum for any one (1) employee, all

subject to a \$100 deductible.

- H. **Employee Protection:** The District shall provide insurance coverage for employees for replacement of personal property damaged and/or destroyed in the maintenance of order and discipline within the District as provided by RCW 28A.400.370 and other applicable statutes.

#### **Section 10. Student Discipline**

- A. The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District, and shall give timely response to all employee requests regarding discipline problems. Further, the authority of the employee to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws or regulations. The principal or designee of each building shall, within the first month of school, distribute and explain the discipline procedures of the school building and the policy of the District relating to discipline. Additionally, Student Services shall ensure District-wide communication of said policy.
  - B. If a student has a history of behavioral concerns, prior to placement in a classroom, the District shall notify employee of said history and provide the employee with remedies/support necessary within legal guidelines and Board Policy.
  - C. Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period of up to the following two days, or until the principal or his or her designee and the teacher have conferred.
- RCW 28A.600.020



- D. In instances where student behavior warrants an emergency removal from a class or activity, prior to the return of the student, the principal or principal designee shall notify the employee of the disciplinary action taken or initiated by the principal or principal designee and of any conditions of return imposed upon the student, in writing if requested.
- E. Students committing offenses such as, but not limited to, harassing or inappropriate e-mail messages, websites, false electronic text messages or other technological misconduct that threatens the safety and/or reputation of certificated staff may be charged and/or disciplined in accordance with RCW 9.61.260 and Board Policy 3207.
- F. The parties agree that an individual student's status shall not be impacted by employee-management disputes regarding this Article.

#### **Section 11. Terms of Amnesty**

- A. All contract employees, substitute teachers, long-term substitute teachers and all other employees who participated in the strike or did not cross picket lines shall be returned to work in the position filled prior to the strike without malice, intimidation, reprisal or recrimination either now or in the future, from the Board, any of its administrators, or any other of its authorized agents.
- B. No reference to any individual participating in the strike shall be made by any School District official in any regular or special evaluation of any teacher, substitute teacher, or long-term substitute teacher. It is further agreed that no evaluation of teachers, substitute teachers, or permanent substitute teachers shall reflect subtly the teacher's participation in the strike.
- C. No reference to any individual's participation or non participation in the strike shall be made by any individual in any personnel file of any teacher, substitute teacher, or long-term substitute teacher.
- D. No School District employee shall be disciplined, subjected to malice, intimidation, or in any other way be penalized (pay lost due to strike activities not included) by any School District official or agent by reason of his/her participation in the strike or strike-related activities; nor shall any School District employee be disciplined, non-renewed, discharged, or in any way subjected to any penalty (pay lost due to imprisonment as a result of strike

activity not included) by the School District for his/her failure to report for work following the termination of the strike, if that employee is prevented from reporting for work by court action related to the strike.

- E. No student shall be disciplined, subjected to malice or intimidation, or in any other way penalized by any School District official or agent by reason of his/her participation in the strike or strike-related activities.
- F. Any allegation or violation of the terms of amnesty shall be set down in writing by the person or persons affected and be presented to a special five-member review board composed of two persons appointed by the Association, two persons appointed by the Board, and an impartial arbitrator or, a mutually agreed party. Said review board shall be empowered to take appropriate action.
- G. The Association agrees that it or any of its members will not discriminate or take any retaliation whatsoever against any student, certificated teacher, substitute teacher, long-term substitute teacher, or any other employee of the District who did not participate in the strike or recognize the picket line.

## **ARTICLE IV. EVALUATION AND PROBATION**

### **Section 1. General**

Employees shall be evaluated during each school year in accordance with the procedures and criteria set forth in this Article. Any employee whose work is judged unsatisfactory, based upon the evaluation criteria, shall be placed in a probationary status, no later than February 1, and shall be given until May 1 to demonstrate improvement in areas in which the employee is deficient.

### **Section 2. Evaluation of Classroom Teachers**

#### **A. Teacher Evaluation – Purpose**

The parties agree that the following evaluation system for all classroom teachers in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in WAC 392-191A-050:

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

#### **B. Qualifications Of Evaluators**

The term “**Evaluator**” shall mean the building principal or assistant principal of the classroom teaching being evaluated. The evaluator shall be made known to the classroom teacher fifteen (15) working days of the beginning of the school year or within fifteen (15) working days of the first day of employment. In the event the teacher being evaluated does not work under the direct supervision of a building principal or assistant principal, a certificated administrator as designated by the Superintendent shall serve as evaluator. A classroom teacher who is assigned to two (2) or more schools shall be assigned a primary evaluator.

If a teacher is transferred to another position, not under the supervisor's jurisdiction, the final evaluation shall be made by the supervisor at the time of transfer or by the new supervisor. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

Principals and administrators who have evaluation responsibilities shall engage in professional development designed to implement the evaluation system and maximize rater agreement. No teacher shall be evaluated by an administrator who has not been trained in the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. RCW 28A.405.120

### **C. Definitions**

1. The term **"Artifacts"** shall mean anything in physical or virtual form that provides data. Artifacts could include notes from observed practice and products or results of a classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Artifacts should not be created specifically for the evaluation system.
2. The term **"Classroom Teacher"** mean certificated staff with an assigned group of students for whom they provide academically focused instruction and/or grades. The term "classroom teachers" does not include: counselors, instructional coaches, education specialists, Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT, nurses, or school psychologists), and other bargaining unit members who do not meet this definition. Employees who do not meet the definition of classroom teacher will be evaluated using the evaluation requirements, as per state law, and as written in Article IV, Section 3 of this agreement.
3. The term **"Component"** shall mean the sub-section of each criterion.
4. The term **"Evaluation"** shall mean the ongoing process of identifying, gathering and using information to improve professional performance, and assess total job effectiveness.
5. The term **"Evaluation Criteria"** shall mean the minimum eight (8) evaluation criteria for classroom teachers to be scored as specified in WAC 392-191-006.

6. The term **"Evaluation Report"** shall mean that document which becomes a part of the teacher's personnel file.
7. The term **"Evidence"** shall mean any artifact, observed practice or results of the classroom teacher's work that demonstrates the teacher's ability and skills in relation to the instructional framework rubric. Evidence is not intended to be a portfolio collection of evidence but rather a sampling of data used to demonstrate the classroom teacher's level of performance. It should be gathered from the normal course of employment.
8. The term **"Instructional Framework"** shall mean the adopted instructional framework pursuant to RCW 28A.405.100. The parties have agreed to the Marzano Teacher Evaluation Model Rubrics by State Criteria with Scales and Possible Evidence as the basis of the evaluation process.
9. The term **"Not Satisfactory"** shall mean:
  - a. Provisional Teachers and Nonprovisional Teachers with five (5) years or less teaching experience in the State of Washington:
    1. Receiving a summative score of one (1) is not considered satisfactory performance.
  - b. Nonprovisional Teachers with more than five (5) years teaching experience in the State of Washington.
    1. Receiving a summative score of Unsatisfactory one (1) is not considered satisfactory performance.
    2. Receiving a summative score of Basic two (2), for two years in a row or two years within a consecutive three-year period, is not considered satisfactory performance.
10. The term **"Observe"** or **"Observation"** means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or

conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional or leadership framework rubrics pursuant to this section. (RCW 28A.405.100).

- A. A **"Formal Observation"** shall mean a documented observation that is pre-scheduled.
  - B. An **"Informal Observation"** shall mean a documented observation that is not required to be pre-scheduled
11. The term **"Rubrics"** shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.
12. The term **"Scoring Band"** shall mean the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.
- Level 1 Unsatisfactory = 8 – 14
  - Level 2 Basic = 15 – 21
  - Level 3 Proficient = 22 – 28
  - Level 4 Distinguished = 29 – 32
- Component scores within a criterion will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with fractions below .50 will be rounded down and all fractions .50 or above will be rounded up, for example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.50 would receive a final criterion score of 3.
13. The term **"Student Growth"** shall mean the change in student achievement in subject-matter knowledge, understandings, and/or skill between two points in time, in context of meeting standards/course requirements.
14. The term **"Student Growth Data"** shall mean data that is relevant to the teacher and subject matter. Student growth data must be a factor in the evaluation process and be based on multiple measures.

Assessments used to demonstrate student growth shall be appropriate, relevant and initiated by the classroom teacher. Evaluation of student progress may include formative and summative measures. Evaluation of student progress may include formative measures, summative measures, school-wide and district-wide assessments.

15. The term **"Summative Performance Ratings"** shall mean the four performance levels applied using the four-level rating system: Level 1 = Unsatisfactory, Level 2 = Basic, Level 3 = Proficient and Level 4 = Distinguished.

#### **D. Provisional Teachers**

1. **Definition:** The term **"Provisional Teacher"** shall mean any teacher in a teaching or other nonsupervisory certificated position. Provisional teachers shall be subject to nonrenewal of employment contract as provided in RCW 28A.405.220 during the first three years of employment, unless: (a) the teacher has previously completed at least two (2) consecutive years of certificated employment in another school district in the state of Washington, in which case the teacher shall be subject to nonrenewal of employment contract pursuant to RCW 28A.405.220 during the first year of employment; or (b) the teacher has received an evaluation rating below level two (2) on the four-level rating system established under RCW 28A.405.100 during the third (3<sup>rd</sup>) year of employment, in which case the teacher shall remain subject to the nonrenewal of the employment contract until the teacher receives a level two (2) rating. This shall include any teacher who is re-employed with the District after a break in service.
2. **Evaluation Option:** Provisional Teachers shall be evaluated on a comprehensive evaluation in accordance with provisions listed in Section 2.E. Comprehensive Evaluation Option.
3. **Ninety (90) day Observation:** Provisional teachers shall be observed for thirty (30) minutes in the first ninety (90) calendar days.
4. **Additional Observations:** In the third year of provisional status, teachers shall be observed at least three (3) times for a minimum of ninety (90) minutes during the evaluation year.

## **E. Evaluation Process**

### **1. Notification**

Within the first fifteen (15) days of each school year, or within fifteen (15) working days of the first day of employment, the classroom teacher will be notified whether the teacher will be evaluated using the comprehensive or focused evaluation system. When appropriate, evaluators may use group meetings for this purpose.

### **2. Teacher Self-Assessment**

All teachers will complete either a self-assessment on all eight (8) criteria and the components therein or use the results of their prior year's comprehensive evaluation in lieu of a self-assessment, prior to setting professional goals. No teacher shall be required to share the self-assessment form with his/her evaluator.

### **3. Artifacts and Evidence**

- a. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
- b. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated at the time of the post-observation conference, and be used to determine the final evaluation score.
- c. Artifacts should not be created specifically for the evaluation process, but should be "a natural harvest" of products generated in the course of the teacher's practice.
- d. Emphasis should be placed on the collection of a small number of high quality artifacts demonstrating teacher performance, rather than quantity of artifacts submitted.

### **4. Documentation**



The District shall adhere to the following:

- a. A copy of the final evaluation and teacher's written comments, if applicable, shall be placed in the teacher's personnel file and removed after three years.
- b. Classroom teachers shall have access to their data collection account in subsequent years as long as they remain employed in the District. Upon separation of employment from the District this account shall be closed and no longer maintained by the District.
- c. Evaluators shall notify the teacher of any additional evidence submitted to data collection account within three (3) days.
- d. Teachers shall not be required to share their self-assessment information utilized within the data collection system.
- e. Teachers shall not be required to use the data collection system; an acceptable alternative will be made available
- f. Any and all data entered into the data collection system shall be considered confidential, and not be subject to public disclosure.

## **5. Electronic Monitoring**

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class, unless it is initiated and submitted by the teacher or mutually agreed to by the evaluator and the teacher. Such recordings shall be used for evaluation purposed only and will not be shared without the teacher's written consent. Recordings of observations shall not be used in disciplinary matters.

## **F. Comprehensive Evaluation Option**

A comprehensive evaluation will be required for all teachers who are provisional teachers or who have received a level 1 or level 2 rating in the previous year. All continuing classroom teachers will be required to complete a comprehensive evaluation once every six (6) years.

## **1. Student Growth Goals – Comprehensive Evaluation**

Teachers on a comprehensive evaluation will develop student growth goals and timelines, will monitor their progress, and make adaptations as needed. The plan will be guided by the teacher's self-assessment or the prior year's comprehensive evaluation and must include the three (3) student growth goals (3.1, 6.1, and 8.1) and one (1) instructional goal. The evaluator and teacher shall mutually agree on the student growth goals for the year.

## **2. Pre-Observation Conference – Formal Observation**

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

## **3. Formal Observations**

- a. All classroom teachers for the purposes of a comprehensive evaluation shall be observed at least twice each school year in the performance of their assigned duties. At least one formal observation shall be conducted within the first ninety (90) calendar days for provisional teachers. All employees shall be observed for a period of no less than sixty minutes during each school year. The first formal observation for both provisional and nonprovisional teachers shall be prearranged.
- b. If mutually agreed upon, the second thirty (30) minutes of required observation time may be broken into smaller time increments. Only one pre-observation conference will be required for that series of observations.
- c. As defined in RCW 28A.405.220, teachers in the third year of provisional status must be observed at least three (3) times, for a total observation time of no less than ninety (90) minutes.
- d. Observations will not take place on half, early release, or late start days, the day before winter or spring break, on the day following an absence of the teacher, and

on days of an assembly or a modified schedule, unless mutually agreed upon to by the teacher and the evaluator.

- e. Within five (5) working days after completion of the formal observation or series of informal observations the evaluator shall provide the teacher with a written summary and feedback of the observation(s). Documentation shall be made using the instructional framework.
- f. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the observation document prior to or during the post-observation conference and be used to determine the final evaluation score.
- g. The final formal observation shall occur prior to May 1<sup>st</sup>.

#### **4. Post-Observation Conference – Formal Observation**

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

A post-observation conference shall be held within five (5) days following a formal observation or series of observations. If the teacher and evaluator have mutually agreed to break the remaining thirty (30) minutes of observation into shorter time increments, only one post-observation conference will be required for that series of observations.

If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide specific observable solutions to remedy the concern in writing. The teacher has the opportunity to attach written comments to the observation notes.

#### **5. Informal Observations**

- a. Informal observations do not have to be in the classroom. Department or collegial meetings may be used for Informal observations.

- b. If the evidence is to be used in the evaluation process, the teacher will be notified in writing.
- c. The evaluator is encouraged to engage in coaching cycles, walkthroughs, and support of professional growth of teachers, which shall not be used as the basis for teacher evaluations.

#### **6. Final Summative Evaluation Conference**

- a. Prior to May 15<sup>th</sup> the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
- b. The classroom teacher has the right to provide additional evidence for each criterion to be scored. Evidence must be submitted to the evaluator by May 1<sup>st</sup>, unless the evaluator and teacher mutually agree to a later date.
- c. If the evaluator judges the teacher to be below Proficient the evaluator must articulate multiple points of evidence that deemed the score less than Proficient.
- d. When a final summative score is below Proficient and the teacher believes certain teacher evidence was not considered and/or the criteria were not objectively scored the teacher and evaluator shall mutually agree on one of the following:
  - 1. An additional formal observation by June 1<sup>st</sup>.
  - 2. An alternative evaluator scoring the evidence. The alternative evaluator will be mutually agreed upon by the Association and the District.
  - 3. Assignment of a new evaluator for the ensuing school year.
  - 4. An additional observation by a different evaluator

- e. Nothing prohibits an evaluator from evaluating any or all teachers as Distinguished based on the evidence within a school year.
- f. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- g. Upon completion of an evaluation by the principal or other evaluator, the employee shall be provided with a copy of the summative evaluation report within three (3) days.
- h. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the teacher agrees with its contents. The teacher shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy of the report and prior to the report being forwarded to the District Personnel Office; or the comments may be forwarded to the Personnel Office within seven (7) school days following the evaluation conference.

## **7. Comprehensive Evaluation Summative Score**

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. Each teacher's criterion scores are established using at least 50% of the components from each criterion and 100% of the student growth components as per RCW 28A.405.100, WAC 392-191A-080 and WAC 392-191A-090.

The Summative Criteria Score is the sum of the eight criterion scores and is rated based on the summative scoring band, as follows:

Level 1- Unsatisfactory = 8 – 14

Level 2 - Basic = 15 – 21

Level 3 - Proficient=22 – 28

Level 4 - Distinguished=29 – 32

A summative score is assigned using the summative score from the most recent comprehensive evaluation in which the teacher receives a Level 3 or Level 4. 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. (RCW 28A.405.100)

#### **8. Student Growth Impact Rating**

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

Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the classroom teacher's student growth impact rating.

The following scoring band will be used to determine the student growth impact rating.

5-12	13-7	18-20
Low	Average	High

#### **9. Impact of Low Student Growth Score**

A student growth score of "1" in any of the student growth rubrics (SG3.1, SG3.2, SG6.1, SG6.2, and SG8.1) will result in an overall low student growth impact rating.

A classroom teacher with a preliminary rating of distinguished and with a low student growth rating will not receive an overall rating of higher than Proficient.

Classroom teachers with a low student growth rating will engage, with their evaluator, in a student growth inquiry.

#### **10. Student Growth Inquiry**

Within two months of the certificated classroom teacher receiving the low student growth score or at the beginning of the following school year, whichever is later, the evaluator will initiate the following steps.

The evaluator will examine additional student growth data in conjunction with the other student growth evidence previously provided. If the examination still results in a low student growth score, the evaluator will examine extenuating circumstances, which may include one or more of the following: goal setting process, content and expectations, student attendance, and/or extent to which standards, curricula, and assessments are aligned.

If after the above two examinations, the classroom teacher still has a low student growth rating, the evaluator will create and implement a professional development plan to address student growth areas, a copy of which will be given to the teacher. This plan may include monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revision, refinement and progress, and/or best practices related to student growth data collection and interpretation.

#### **G. Focused Evaluation Process**

If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

The teacher may select from any of the eight (8) state criterion for each year they are assessed using the Focused Evaluation. If the teacher selects criterion 3, 6, or 8, the student growth rubrics within those criterion shall be scored. If criterion 1, 2, 4, 5, or 7 is chosen, the teacher must complete the student growth components in criterion 3 or 6 as per WAC 392-191A-120.

A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. Within the current school year, a decision to move a teacher from a Focused to a Comprehensive Evaluation must occur prior to December 15<sup>th</sup>. A change to comprehensive

evaluation must be preceded by at least one (1) meeting to discuss the need to change, an opportunity for response and the decision.

#### **1. Observations and Conferences**

Observations and conferences for the focused evaluation shall follow the process set forth in Section 2.F.2-4.F.5 (with the exception of Section 2.F.3.c. – provisional employees).

#### **2. Final Summative Score – Focused Evaluation**

The score received for the selected criterion is the score assigned as the final summative score (Distinguished = 4, Proficient = 3, Basic = 2, Unsatisfactory = 1).

If the teacher is focusing on criterion one (1), two (2), five (5), six (6), and eight (8) a minimum of 50% of the components must be scored in the selected criteria. In addition, the two (2) components from the teacher's selected student growth goal will be included in the final summative score for the focused evaluation. For criterion eight (8), only the one student growth goal will be scored.

If the teacher is focusing on criterion three (3), four (4), and seven (7) 100% of the components must be scored in the selected criteria. In addition, the two (2) components from the teacher's selected student growth goal will be included in the final summative score for the focused evaluation.

Components scores within a criterion, and the included student growth scores, will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with fractions below .50 will be rounded down and all fractions .50 or above will be rounded up. For example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.50 would receive a final criterion score of 3.

### **H. Support for Basic and Unsatisfactory Performance**

1. Prior to the start of school, the Association will be notified if a continuing contract teacher with five (5) or more years of teaching, is judged below Proficient (-3).



2. When a teacher's summative score falls below Proficient, at least one of following conditions and provisions shall be granted, by mutual agreement between the teacher and the evaluator, to support the teacher's professional development:

- a. The teacher shall be granted up to five (5) days of district funded release time to observe colleagues' instruction.
- b. The teacher shall be granted an additional/alternative certificated employee evaluator.
- c. The teacher will be assigned to only one (1) work location, i.e., one classroom.
- d. A mentor will be assigned.
- e. The teacher may choose to participate in a voluntary structured support plan.
- f. Additional supports may include, but are not limited to: peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).
- g. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day /year.

In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15<sup>th</sup> the following year. If the 1<sup>st</sup> Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the 1<sup>st</sup> First Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

#### **I. Probation**

1. **Purpose:** The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvement(s) in his/her areas of deficiency. The establishment of a probationary period does not adversely affect the contract status of a teacher within the meaning of RCW 28A.405.200.

2. **Not Satisfactory:** Continuing contract teachers with four (4) or more years of teaching experience in the state of Washington receiving a summative score of one (1) are considered not satisfactory.

Continuing contract teachers with five (5) or more years of teaching experience in the state of Washington receiving a summative score of two (2) for two years in a row or two (2) years within a consecutive three-year period are considered not satisfactory.

Teachers may only be placed on probation from the Comprehensive Evaluation Process.

3. **Notice:** At any time after October 15<sup>th</sup>, a teacher whose work is not judged satisfactory based on district evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiency and provided with a written reasonable program for improvement no later than January 20<sup>th</sup> of the academic year. The notice to the teacher shall be signed by the Superintendent/Designee.
4. **Probationary Period:** A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance as long as the probationary period is concluded before May 1<sup>st</sup> of the same school year.
5. **Regular Meetings and Assistance:** During the probationary period the evaluator shall meet with the teacher twice monthly to supervise and make written evaluations of the progress made by the teacher.

The principal or supervisor may authorize one additional certificated administrator to evaluate and assist the teacher in improving his or her areas of deficiency. Should the evaluator or supervisor not authorize an additional evaluator, the probationer may request that an additional certificated evaluator become part of the probationary process. This request must be implemented by including an additional experienced evaluator assigned by the ESD in which the school district is located and selected from a list of evaluation specialists compiled by the ESD, if available.

A teacher on probation may authorize an Association representative to accompany him/her at all conferences required in this section

6. **Transfers:** The teacher may not be transferred from the supervision of the original evaluator during the period of probation. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district may occur.
7. **Removal From Probationary Status:** The teacher must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract teacher with five or fewer years of experience or of Level 3 or above for a continuing contract teacher with more than five years of experience. If the evaluator is satisfied that the teacher should be removed from probation, the teacher shall be notified in writing no later than May 15.
8. **Failure to Improve:** If the probationary teacher has not demonstrated satisfactory improvement in the area(s) of deficiency, the teacher shall be notified in writing on or before May 15th of the lack of improvement along with specific documentation. Lack of necessary improvement constitutes grounds for finding probable cause for non-renewal pursuant to RCW 28A.405.210 or RCW 18A.405.300.

Immediately following the completion of a probationary period that does not produce the required comprehensive summative evaluation performance ratings specified under Section 2.E. above, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another teacher nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of the teacher's contract year. If such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of the contract term.

9. **Procedural Errors:** 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. General Requirements**

- 1. Work Site Limit:** All observations for the purpose of evaluation must be conducted with the knowledge of the teacher at the teacher's normal work site.
- 2. Signatures:** The written observation report(s) and the written evaluation report(s) must be signed and dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by the teacher, provided that the teacher's signature shall indicate only that he/she has received a copy of the observation and/or evaluation report, not that he/she necessarily agrees with its content.
- 3. Copy and Response:** A copy of each observation shall be given to the observed teacher within five (5) working days of the observation. A copy of the evaluation shall be given to the teacher by June 1. Within seven (7) days, the teacher may submit written comments concerning the report which shall be attached to the report in the teacher's file.
- 4. Principals' Yearly Evaluation Files:** The principal's yearly evaluation files shall be purged at the end of each school year or no later than June 30.
- 5. Surprise Bar:** Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have been preceded with a written statement and/or formal conference with the teacher in order to provide notice of the problem, specific suggestions for improvement, and reasonable time and opportunity for improvement.

## **K. Use of Evaluation Results**

Evaluation results shall be private and confidential and shall be used:

- 1. To Document Satisfactory Performance:** To document the satisfactory performance by a teacher of his/her assigned duties;
- 2. To Identify Areas for Professional Growth:** To identify area(s) for professional growth according to the criteria included on the evaluation instrument;

- 3. To Document Unsatisfactory Performance:** To document performance by a teacher judged unsatisfactory, based on the adopted evaluation criteria.

**L. Non-Classroom Employees**

Non-classroom employees shall not be part of the process of evaluation of Article IV, Section 2.

**Section 3. Evaluation of Non-Classroom Employees**

Non-classroom employees are certificated staff who do not provide academically focused instruction and/or grades. Non-classroom employees include: counselors, social workers, instructional coaches, education specialists, Education Staff Associates (e.g. Speech Language Pathologists, OT, PT, nurses or school psychologists) and other bargaining unit members who do not meet the definition of classroom teacher.

- A. Responsibility for Evaluation:** Within each school, the principal or his/her administrative/supervisory designee shall be responsible for the evaluation of employees assigned to that school. An employee assigned to two (2) or more schools shall be evaluated by a primary evaluator. The employee shall be notified in advance of the name of the evaluator(s). The administrative organization plan of the District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other administrative/supervisory staff members to assist in the observation and evaluation process.
- B. Evaluation Criteria:** All employees shall be evaluated in accordance with the appropriate criteria set forth in the evaluation forms attached to this Agreement.
- C. Required Evaluation**
1. All employees newly employed by the District shall be evaluated within the first ninety (90) calendar days of commencement of their employment.
  2. All employees, including new employees, shall be evaluated annually, such evaluations to be completed not later than June 1 of the year in which the evaluation takes place.

3. If an employee is transferred to another position, not under the supervisor's jurisdiction, an evaluation shall be made by the supervisor at the time of transfer or by the new supervisor.
4. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
5. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.

D. **Additional Evaluations:** In addition to the required evaluations, principals and other supervisors and their administrative/supervisory designees may make evaluations at any time during the school year, such evaluations may cover individual observations for such periods of time as may be identified in the evaluation report. Any additional evaluations shall be for the purpose of improving employee performance except as provided in Section 3. Probation, herein.

No formal written program for improvement shall be developed or required of an employee prior to the completion of the employee's evaluation or beyond May 1, of the school year.

E. **Minimum Observation Criteria:** During each school year, each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall not be less than sixty (60) minutes. Upon completion of any observation by the building principal or other evaluator, the employee shall, within five (5) working days, be provided feedback of the observation. A minimum of one (1) observation for a total observation time of thirty (30) continuous minutes shall be required in connection with the evaluation of employees.

F. **Evaluation Procedures:**

1. Upon completion of an evaluation by the principal or other evaluator, the employee shall be provided with a copy of the evaluation report within three (3) days.
2. The employee shall sign the District's copy of the evaluation report to indicate

that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.

3. The employee shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being forwarded to the District Personnel Office; or they may be forwarded to the Personnel Office within seven (7) school days following the evaluation conference.
  4. Following the completion of each required evaluation report, a meeting shall be held between the evaluator and the employee to discuss the report.
  5. In the event that any evaluation report indicates that the employee has performance deficiencies in one (1) or more of the overall areas defined in the evaluation criteria, the principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to utilizing the services of available resource persons. If the supervisor and employee are unable to agree upon a mutually acceptable plan, the supervisor will prepare and deliver such plan to the employee.
- G. **Short Form Evaluation:** After an employee has had four years of satisfactory evaluations, upon mutual consent of the employee and the supervising administrator, the employee may be evaluated using the short form process (see form, Appendix F-1). The short form evaluation will be based on informal observations throughout the year totaling at least 60 minutes.

At least once every five years, the employee will be evaluated using the long form process.

#### **Section 4. Probation of Non-Classroom Employees**

- A. **Supervisor Report:** In the event that the evaluator determines on the basis of the evaluation criteria that the performance of an employee is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before January 20. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions of Article VI, Section 2.C.5 herein;
2. A recommended specific program designed to assist the employee in improving his/her performance;
3. Any written comments by the employee.

**B. Establishment of Probationary Period:** If the Superintendent concurs with the evaluator's judgment that the performance of the employee is unsatisfactory, the Superintendent may place the employee in a probationary status. This probationary status may begin at any time after October 15<sup>th</sup> but no later than February 1<sup>st</sup>. A probationary period of sixty school days (60) shall be established. The employee shall be given until May 1st to demonstrate improvement in the areas in which the employee is deficient. The employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:

1. Specific areas of performance deficiencies;
2. A suggested specific program for improvement;
3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvements in his/her areas of deficiency;
4. A statement indicating areas of assistance to be provided by the supervisory staff.

**C. Evaluation During the Probationary Period:**

1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
2. During the probationary period, the evaluator shall meet with the probationary



employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. The provisions of Article IV, Section 2.F.1 and Article IV, Section 2.F.2 herein shall apply to the documentation of evaluation reports during the probationary period.

3. The probationary employee shall be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation. In this event, a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation.
4. Beginning with the probationary period, an employee may have an Association representative present during conferences held pursuant to Article IV, Section 3.C.2 herein.
5. The District shall reimburse employees for tuition costs for courses required by their administrator as a result of their evaluation. The employee shall, upon completion of the course, provide the District a copy of the transcript from the college where the course was taken.

**D. Supervisor's Post-Probation Report:** Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) of the following recommendations for further action:

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

- E. **Action by the Superintendent:** Following a review of all reports submitted pursuant to Article IV, Section 4.D above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement, the Superintendent shall make a determination of probable cause for the nonrenewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15, pursuant to applicable statutes.

#### **Section 5. Provisional Non-Classroom Employees**

Pursuant to RCW 28A.405.220, employees are on provisional status for their first three years of employment with the District. However, employees with at least three years of teaching experience in another Washington State school district shall be on provisional status only for their first full year with the District. These employees will be evaluated according to the process outlined above for non-probationary-employees.

## **ARTICLE V. INSTRUCTION**

### **Section 1. Academic Freedom**

- A. **Academic Freedom:** Academic freedom shall be guaranteed to employees and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility.

These responsibilities include a commitment to democratic tradition, a concern for the welfare, growth and development of children, and an insistence upon objective scholarship.

- B. **Complaints Concerning Instructional Process:** Any complaints concerning the instructional process of materials shall be processed in accordance with Board Policy 2020.
- C. **Complaints Concerning Instructional Materials:** Any complaint resulting in the reconsideration of instructional materials shall be processed in a manner consistent with state law. The Association shall be provided a copy of any such complaint and shall have the opportunity to comment upon the material in the public hearing conducted pursuant to RCW 28A.58.758.

### **Section 2. Employee Workload**

#### **A. Class Size Maximums**

1. The Mead School District shall not exceed class size maximums except as provided in other areas stated in the Agreement:

K	20
1	24
2	24
3	26
4	26
5	30
6-12	31

**Combination Classes (Not to be equated with multi-age classes)**

1-2 24

3-5 26

- **Combination Class:** The term “combination class” shall mean a classroom created by the District for a one (1) year period due to student enrollment circumstances. It shall mean the merging of two (2) grade levels into one (1) classroom. No combination classes for Kindergarten. Every effort will be made to have a close to equal distribution of students in each grade level.

.2 FTE combo support shall be provided for every elementary school combination class.

- **Multi-age Class:** The term “multi-age class” shall mean a classroom created by an employee(s) in consultation and agreement with the building principal and building staff. Its purpose will be to teach students from one or more grade levels in one (1) classroom in order to utilize teaching strategies consistent with a multi-age philosophy. Multi-age classrooms may continue for more than one year.
- **Equitable Distribution of Students:** The District shall ensure an equitable distribution of students in general education classrooms for those whom have accommodations required by law.
- **ELL Students:** The District shall make every reasonable effort to incorporate current best practices in the placement of ELL students in general education classrooms.

2. Monies that are exclusively appropriated and received from the state to enhance staffing ratios will be used for that purpose. The District will advise the Association of the amount received and its application to enhance staffing ratios at the appropriate level.

3. **Elementary Class Size**

- a. Elementary beginning band classes with a minimum of 40 students per class shall receive para-educator time to provide additional support.

- b. Elementary library specialists, music specialists and physical education specialists follow the appropriate grade level class size. (See A.1 of this Section.)
- c. Elementary Specialists shall have a maximum of 44 classes per week assuming classes are thirty (30) minutes in length. Any building in which a specialist teaches 40-44 classes per week shall include a total of fifteen (15) minutes of passing time per day to allow specialists to prepare for the next class when the building schedule permits. Distribution of this time will be determined at the building level. A change in the length of the class session shall impact the number of sessions per week (i.e. 36 minutes = 37 class sessions per week).
- d. Within the first ten days of a new school year should elementary class size maximums exceed the above schedule, the principal shall confer with the appropriate employee(s), and other administrators to discuss alternative solutions that may include busing students to other schools, employing additional employees, creating combination classrooms, modifying elementary school boundaries or any other educationally sound possibilities. If the agreed upon solution is within the principal's authority, the solution shall be implemented.

To the extent possible, creating combination classes shall be avoided.

- e. After the first ten instructional days of a school year, class size maximums will not be exceeded without employee permission.

#### **4. Secondary Class Size**

- a. Class size in grades 6-12, laboratories, shop, and art non-vocational classes shall have a student/teacher class size determined by the number of student stations available. Vocational education classes shall be populated in accordance with Ch-180-58-WAC and the program goals and objectives that are approved by the state. Class size maximum related to vocational class offerings shall be consistent with stated goals and objectives of the class, available equipment, and safety and health standards, but not to exceed 30 students per class period.

- b. At the secondary level, any employee who teaches five (5) classes of any combination of the following areas (math, English, science, social studies or foreign language) with a combined enrollment of 151 students or more on the first school day in October (for first semester) and the first school day after February 20 (for second semester) will be provided a one (1) hour block of para-educator time per day for the remainder of that semester. The para-educator time will be assigned by the principal.
- c. In secondary music areas, class size maximums shall be consistent with stated goals and objectives for the class.
- d. In secondary physical education areas, the maximum class size will be 32 students per period.
- e. Secondary remedial classes (e.g. reading, Writing Workshop; math) shall not exceed 21 students per period.
- f. The M.E.A.D. school is recognized as a building within the Mead School District. As such, this building has staffing and budgetary items specific to their needs.
  - 1. The student/teacher staffing ratio will be 18:1 (Head Count).
  - 2. Each teacher will receive, under the supervision of the principal, a minimum of three (3) and no more than seven (7) extended days beyond the contracted work year for interviews and follow-up with at-risk students.
  - 3. The M.E.A.D. school will receive 6.5 para-educator hours per day specifically identified for classroom teacher support.
- g. After the first ten instructional days of a school year, class size maximums will not be exceeded without employee permission.

**5. Special Services Maximum Class Size**

Developmental (DP) Preschool	8 maximum headcount per session
Developmental Learning Center	13 maximum headcount per session
Special Education Resource Room & ELC Elementary	25 maximum headcount students enrolled in Program
Secondary Special Education Resource Room/Life Skills	12 maximum students enrolled per period
Speech Language Pathologist (SLP)	Average 1:49
School Psychologists	Average 1:1300 students enrolled in the District
Educational Specialists	Average 1:140 headcount (ages 3-21 per report P223H). First count October 1 <sup>st</sup> and the first of each month thereafter. If this limit is exceeded anytime during 2 <sup>nd</sup> semester the position will be posted for the next school year.

**B. Mainstreaming Protection for Classroom Teachers:** The classroom teacher who is mainstreaming, within the definition of state and federal laws, may request an in-service training session during a regular workday. Topics to be discussed may include but not be limited to the following:

1. The laws governing mainstreaming.
2. The rights of students, parents and teachers under WAC 392-172.
3. Available help for students.
4. Information concerning the student's handicap and/or educational needs.
5. Clarification of responsibilities of teachers and administrators in providing learning experiences for students under WAC 392-172.

**C. General Education Teacher Support:** There will be a bank of para-educator time established for each building. The amount of time will be based on a proportion of three

(3) hours per day per thousand FTE students, rounded to the nearest quarter hour (e.g. a school of 500 students would receive 1.5 hours per day or 135 hours per semester).

This bank will be accessed and administered by a site based team. Each building will collaboratively decide the makeup of this team. The purpose of this bank shall be to provide support in the regular classroom for students that are in need of such assistance. Any pool time not used in one school year may be carried over to the next school year. If a special education student generates ongoing, permanent needs through an IEP, this would be outside of the resources of this pool.

- D. Special Education Related Meetings:** In the event that a psychologist or educational specialist is required to work an extended day (specifically, attending meetings before school at a secondary school and after school at an elementary school on the same day), the employee will be paid one (1) hour of curriculum rate as compensation. This is limited to one (1) hour per day and no more than 40 hours per individual per year.

If needed, this compensation formula may also be utilized for those Special Services individuals who are assigned multiple job roles requiring responsibilities beyond the contracted day.

**E. Nurses:**

1. The District shall provide one school nurse per 2100 students (headcount).
2. The District shall provide each school nurse with a District cell phone to be used during school hours.
3. The District shall provide a phone in each building nurse's station
4. The building principal/principal designee will meet biannually by October 15<sup>th</sup> and by May 30<sup>th</sup> with the school nurse to evaluate the health care needs and responsibilities of the building. The building principal, in conjunction with the school nurse will determine a plan to meet the identified needs and responsibilities.
5. A Lead Nurse shall be appointed by the District with the duties and responsibilities determined through collaboration between the District and the Association. The



Lead Nurse shall receive a responsibility stipend of \$5,250 in addition to the additional days she/he receives for the buildings served.

**F. Library Media Specialists:**

The District shall employ a minimum of one (1) FTE Library Media Specialist at each elementary building.

**G. Itinerant Employees:**

1. **Travel:** Employees assigned by the District to more than one building shall be reimbursed for mileage based on the mileage rates between buildings and paid based on IRS rates. This does not include employees who apply and are hired to more than one position in different buildings.

When travel time occurs during prep time, the District will reimburse the employee for lost prep time by means of a supplemental contract at per diem rate multiplied by the time traveled each day multiplied by the number of days.

2. **Extended Days:** Extended days will be worked out with the principals. Employees assigned to more than one building shall be eligible for extended pay to attend both open houses.
3. **Work site:** Itinerant employees (with the assistance of educational specialists, where appropriate) will meet with the building principal or his/her designee to schedule available work spaces to best meet the needs of itinerant employees. In order to coordinate all building needs, adjustments will be made as necessary.

**H. Para-Educator Services:**

1. A minimum of 7.5 hours para-educator time per building per day, under the supervision of the principal, will be provided to assist classroom teachers in each elementary school above and beyond the management system. Classroom teachers and the principal at each building will work together to establish a process for teachers to access the services/duties of this para-educator; it is the principal's responsibility to communicate to the para-educator those duties. Clerical services for classroom teachers in the secondary schools will be provided under the supervision of the principal: 15 hours for each senior high school, 7.5 hours for

each middle school. During emergencies or to utilize time not used by classroom teachers, the principal may determine the para-educator's assignment.

2. Six (6) hours of para-educator time shall be provided for each full-time elementary Special Education resource classroom.
3. Five (5) hours of para-educator time shall be provided for each full-time secondary Special Education resource classroom.
4. In the event of financial emergencies (for example: levy loss, state funding restrictions, enrollment decline, or reduced federal grant awards), the para-educator services provided in this section may be reduced or suspended at the discretion of the Board.
5. Health Room Assistants: Consistent staffing will be provided to support nursing services in the Health Room at each elementary school. This para-educator will be available in the Health Room daily for two (2) consecutive hours from 11:00 am – 1:00 pm.

### **Section 3. Preparation Time**

- A. **Elementary Employees:** All elementary (K-5) employees directly involved in classrooms shall have at least 305 minutes of preparation time per regular work week and a thirty (30) minute duty free lunch period each day. Preparation time at the elementary level may be in parts, as long as no part is fewer than twenty-five (25) minutes in length. Preparation time scheduled prior to the arrival of students shall be no less than twenty-five (25) minutes in length and no less than thirty (30) minutes in length after the start of the student day.
- B. **Secondary Employees:** All secondary (6-12) employees directly involved in classrooms shall have at least one (1) hour preparation time during each instructional school day, exclusive of the duty-free lunch period.
- C. **Loss of Preparation Time:** Employees who are asked by an administrator to use their preparation time provided within the student day to cover another employee's class will be compensated at the employee's hourly per diem rate of pay. Under emergency circumstances, the administrator may meet with staff during preparation time.

- D. **Use:** Preparation time is intended for the individual employee's use for lesson planning, conferencing with parents, and other purposes directly related to classroom responsibilities.

#### **Section 4. Number of Preparations**

- A. **High School:** On the high school level, there will be a maximum of three (3) preps per grading period, per individual employee. Exceptions will only be with the concurrence of the individual employee.
- B. **Middle School:** At the middle school level (grades 6-8), there shall be no more than three (3) preparations, per grading period, in the following subject areas: language arts, science, social studies and mathematics. Exceptions will only be made with the concurrence of the individual employee.

#### **Section 5. Bus Duty**

Bus duty will not be assigned to any employee except in an emergency situation.

#### **Section 6. Supplies, Equipment Ordering & Physical Education Equipment**

- A. The principal shall be responsible for the building budget. The monthly building budget reports and purchase order status shall be available to employees requesting them.
- B. Employees shall have advisory input to setting building priorities. Moneys used for classroom supplies and equipment, once determined, shall be available to the building staff for the purpose of placing orders using the District purchase order procedure. Purchase orders must be approved by the principal before receiving final approval at the District level.
- C. Supplies and materials shall be made available upon arrival to employees in a manner consistent with building priorities and the overall building budget.
- D. The District will supply coveralls and shop coats for teachers in laboratory, shops and art areas where needed.
- E. Physical Education facilities and materials shared with outside programs that are damaged shall be replaced or repaired as soon as possible.

## **Section 7. Department Assistance**

The District will provide each high school with \$6,850 and each middle school with \$2,000 to provide departmental assistance for curricular and instructional needs.

By October 10<sup>th</sup> of the school year, departments will develop a plan of assistance and elect a representative who would execute this plan. The representative will meet with the principal to determine how this assistance might be provided.

The District shall provide one period per day of released time for the high school ASB activities. In the event of financial emergencies, including loss of levy, reduction in state funding, or decrease in enrollment, this released time may be reduced or suspended at the discretion of the District.

## **Section 8. Staff and Curricular Development**

- A. **Purpose:** It is recognized that effective staff and curriculum development programs are necessary to provide continuing opportunities for the professional growth of employees and improved instructional programs.
- B. **In-service Needs Assessment:** The District will administer an in-service needs assessment on an as-needed basis. Such needs assessment may be with the assistance of the Association, other agencies, or colleges and universities. This needs assessment does not preclude staff members or the Association from presenting in-service program suggestions at any time.
- C. **Clock Hours:** To the extent possible the District shall provide clock hours. District clock hours shall be provided at no cost to the employee.
- D. **Staff and Curriculum Development Activities:** Staff and curriculum development activities shall normally cover the following areas:
  - 1. Activities that will promote professional development, i.e. classroom visitations, etc.
  - 2. Staff development workshops.
  - 3. Work in areas of curriculum development at the District level.
- E. **Association Recommendations:** The Association may recommend to the District topics

for after-school courses, workshops, conferences and programs designed to improve the quality of instruction.

- F. **New Curriculum:** In the implementation of new curriculum, the District shall develop and implement an in-service training program for any employee(s) who will be responsible for the new curricular program.

**Curriculum Adoption:** The District shall adhere to a maximum of one (1) curriculum adoption in the core content areas per year at the elementary level.

- G. **Release Time/Compensation:** The District agrees that employees involved in staff development will be provided released time and/or compensation in accordance with the following criteria:

1. Release time will be provided for activities that will promote professional development, i.e. classroom visitations, etc.
2. The number of participants and the options available to the employees will be determined by the Superintendent or designee.
3. Employees participating in areas of pre-authorized curriculum development and/or program support at the District or building level outside the workday or work-year will be remunerated by an hourly curriculum rate (Appendix A).
4. For those employees who choose to stay in their classroom rather than participating during school hours in training authorized to support District programs, the District shall offer the same training on non-school days or hours with a minimum stipend of \$50 for a three (3) hour period or \$100 for a six (6) hour period. This rate is not to be broken up into an hourly rate.
5. Designated presenters of the District sponsored training shall be compensated at the rate of \$50 per hour.
6. **Employee Assessment Days:** Employees may use non-designated assessment substitute teacher days at their discretion. Such days may be used and claimed at anytime during the school year unless otherwise designated. All employees administering the WAAS (Washington Alternative Assessment System) or its state

required equivalent shall be granted two (2) additional release days.

**Kindergarten:** Certificated employees shall receive four (4) assessment days per 1.0 FTE employee. All certificated employees below 1.0 FTE shall receive three (3) assessment days.

**Grades 1-5 & Elementary Social Workers:** Certificated employees (.7-1.0 FTE) shall receive three (3) assessment days. Certificated employees (.1-.6 FTE) shall receive two (2) assessment days. Elementary employees, Grade 5, with class size of 27 or more shall receive one (1) additional assessment day in the Fall and one (1) additional assessment day in the Spring.

**Grades 6-12:** Certificated employees shall receive one (1) assessment day.

**ELL, Resource Room, DLC, SLP, OT, PT, VI and HH certificated staff in Grades 1-12 and DP** certificated employees shall receive three (3) assessment days.

- H. **Voluntary Participation:** Participation in all activities under this section that occur outside the regular workday will be on a voluntary basis.
- I. **Association Notification:** The District will make every effort to inform the Association at least twenty (20) days prior to conducting a district-wide staff development workshop. Communications prior to the workshop will include at least:
  - 1. The objectives for the workshop.
  - 2. The process for participant selection, if applicable.
  - 3. The expectation for participants.
  - 4. The time and location of the workshop.
- J. **Itinerant Employees:** An employee who is assigned to more than one building shall be allowed the professional judgment to decide which site he/she wishes to be identified with for building activities such as staff development days, retreats, restructuring meetings, etc.

- K. **District Grants:** In the event that the District receives grant moneys intended to be used according to collaborative decisions made at the building level, the District agrees to utilize such processes in accordance with and as is intended by the grant.

**Section 9. Learning Improvement Time**

- A. **Purpose:** In order to provide employees with the time they need for collaboration, planning, preparation, and training, the workday will be structured to include a minimum block of 45 minutes for such use.
- B. **Guidelines for Learning Improvement Time:** Learning Improvement Time will be used for the staff meetings, work sessions, and trainings that should occur as part of the work day. The time may be used in the following ways:

Employees shall have at least two (2) days per week of planning time prior to the start of the school day.

District Collaborative meetings and trainings shall be conducted between 7 – 8:30 a.m. on Wednesdays.

Staff meetings shall be held no more than 2 times per month.

## **ARTICLE VI. LEAVES**

### **Section 1. Sick Leave (Illness, Injury and Emergency)**

A. **Accumulation:** At the beginning of each school year, each employee shall be credited with an advance sick leave allowance of twelve (12) days with pay. Each employee's portion of unused sick leave allowance shall accumulate from year to year as permitted by law. Employees employed less than a full term shall be entitled to a proportionate part of all sick leave allowance. Sick leave earned but unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment.

B. **Definitions:**

1. **Eligible employees:** Eligible employees shall include all persons regularly employed by the District and entitled by law and this Agreement.
2. **Day:** The terms "full day" and "full day of sick leave" shall mean and be equivalent to one day of full-time employment for each employee as specified in that employee's individual contract.
3. **Days:** The term "days" as used in this Section, means actual contract days in session.
4. **Full-time Daily Rate of Compensation:** The term "full-time daily rate of compensation" shall mean the salary of an employee for each full day of employment exclusive of supplemental pay and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.

C. **Use:**

1. **Personal Illness, Injury or Disability:** The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness, injury or disability.
2. **Maternity/Paternity/Adoption:** The District shall grant sick leave for pregnancy, childbirth and related temporary disability to employees, to the extent the



employee's physician certifies the employee's temporary disability. Accrued sick leave benefits may be used for maternity/paternity adoption leave. Employees requesting such leave shall notify the district as early as possible prior to the commencement and shall indicate the expected date of return. Employees shall advise the District of the exact date of return as soon as that date is known to the employee.

3. **Family Illness:** The District shall grant sick leave to employees in the event of illness within the immediate family of the employee. For purposes of this provision, immediate family shall mean spouse, parent, child, grandchild, grandparent, sibling(s), or a person living in the same household as the employee.
  4. **Emergency:** The District shall grant sick leave to employees in the event the employee has an emergency, defined as, a problem that has been suddenly precipitated or is unplanned; or where pre-planning could not relieve the necessity for the employee's absence.
  5. **Written Statement:** A grant of sick leave in excess of five (5) consecutive days must be verified by a written statement from the employee's physician.
  6. **Extended Disability or Illness:** In case of an extended disability or illness, an employee may continue to draw sick leave until it has been exhausted.
- D. **Sick Leave Exhaustion:** The Board shall grant up to fifteen (15) days of additional sick leave with pay to an employee where a single illness is of a continuing nature of at least sixty (60) contracted workdays, and who has exhausted all applicable paid leave granted under this Agreement. Employees granted this additional sick leave shall reimburse the District for all substitute costs. Such additional sick leave shall not accrue.
- E. **Annual Conversion of Accumulated Sick Leave:**
1. Commencing in January of each year, eligible, employees may elect to convert excess sick leave to monetary compensation.
  2. An eligible employee is one who has accumulated in excess of 60 full days of unused sick leave as of the last pay period of the prior year.

3. Written notice of the intent to convert unused sick leave must be provided to the District during the month of January.
4. The number of sick leave days that an eligible employee may convert shall be determined by taking the number of days accumulated during the previous calendar year at a rate consistent with the employee contract (a maximum of twelve (12) days per year) and subtracting therefrom the number of sick leave days used by the employee during the previous calendar year.
5. The number calculated in (4) above, if positive, shall be the number of sick leave days that may be converted. Monetary compensation at the rate of 25 percent (25%) of the employee's current daily rate of compensation shall be paid to the employee for each day converted. Partial days shall be compensated on a pro rata basis.
6. Sick leave days converted to compensation shall be deducted from the employee's accumulated sick leave account.
7. Compensation received shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state.
8. Payment shall be included in the February payroll. Required federal withholding and social security deductions will be made at this time.

**F. Conversion of Sick Leave upon Retirement or Death:**

1. An employee who terminates employment due to retirement or death may personally, or through his or her estate in the event of death, elect to convert all eligible, accumulated, unused sick leave days to monetary compensation.
2. Vested out-of-service employees who terminate employment but leave funds on deposit with a state retirement system shall not be considered to have retired or to be an eligible employee.

3. "Retirement" shall mean the employee must have been separated from employment and have been granted a retirement allowance from a state retirement system.
  4. Compensation for converted accumulated sick leave shall be paid at the rate of 25 percent (25%) of the average daily rate of compensation at the time of retirement for each day of unused accumulated sick leave.
- G. **VEBA Medical Plan:** The Association shall notify the District of its intention to participate in VEBA plan, annually, prior to December 31 of each year.
- H. **Sick Leave Bank:** The District shall continue to provide members with access to leave sharing (sick leave bank) in accordance with SPI guidelines.

**Section 2. Long-Term Leave of Absence for Health Condition (Twenty-One (21) consecutive work days or greater)**

- A. **Purpose:** An employee who is unable to perform his or her duties because of personal illness or disability, or for the purpose of caring for a sick member of the employee's immediate family may, upon request, be granted leave of absence without pay for the duration of each illness or disability up to one year at a time. For purposes of this provision, immediate family shall mean spouse, parent, child, grandchild, grandparent, in-laws, sibling(s), or a person living in the same household as the employee. Additional leave may be granted at the discretion of the Board.
- B. **Application:** Application for leave of absence for health condition shall be made in writing to the Personnel office with a copy to the employee's immediate supervisor.
- C. **Sick Leave:** Accumulated sick leave may be used or is retained while on leave of absence for health conditions at the discretion of the employee. No increment is allowed for the year when an employee is on leave of absence for health conditions.

**Section 3. Annual Leave**

- A. **Annual Leave:** Each employee shall earn five (5) annual leave days per year, with pay. This leave may be used for personal, business, household, or family matters that require

absence during school hours. Prior notification for annual leave shall be made to the employee's principal, or other immediate supervisor as soon as possible. Employees less than 1.0 FTE will receive a prorata share of annual leave based on their percentage of FTE.

- B. **No Reasons Required:** The employee shall not be required to state the reason for taking such leave, other than that he/she is taking leave under this section.
- C. **Limitations:** In the event that the use of annual leave on a given day and in a given building would create a situation that not enough substitutes could be obtained, the principal could limit the use of annual leave to 20% of his/her staff. (Employees having to use annual leave for emergency situations shall have priority in taking such leave.) Annual leave shall be taken as either a full day or one-half (1/2) day.
- D. **Usage, Accumulation, and Reimbursement:**
  - 1. Unused annual leave may be accumulated/used as follows:
    - a. Accumulated to a maximum of thirty (30) days. Balances over thirty (30) days will automatically be cashed out in any contract year the balance exceeds thirty (30) days.
    - b. A maximum of six (6) days may be taken during one contract year.
      - i. "Once in a Lifetime Event": The District may permit the use of more than six (6) annual leave days in a contract year for a "once in a lifetime event." Employees wishing to make such a request are to submit their request, in writing, to their immediate supervisor and Human Resources at least thirty (30) days in advance. The request should thoroughly document the reason for the leave as well as the anticipated start and end dates.
    - c. A maximum of twelve (12) days for cash out purposes per contract year.
    - d. A maximum of thirty (30) days for cash out at retirement or separation.

Annual days cashed out as set forth above will be paid per the Association's annual VEBA election.

2. The daily rate of pay for reimbursement of annual leave shall be the employee's per diem rate of pay.

#### **Section 4. Bereavement Leave**

- A. **Immediate Family:** Up to five (5) days of bereavement leave with pay will be granted for each occurrence of death of immediate family. Immediate family for this purpose is defined as: spouse, parent, child, in-laws, grandchild, grandparent, sibling, niece, nephew, aunt or uncle, or those of the employee's spouse, or a person living in the same household as the employee.
- B. **Personal Friend:** Up to two (2) days will be granted for bereavement for a person of close personal ties.
- C. **Travel:** In cases where emergency factors of long distance are involved, the employee may request up to two (2) additional days leave.
- D. **Additional Leave:** Additional leave may be taken under the terms of this policy and shall be deducted from the employee's accumulated sick leave.

#### **Section 5. Court Appearance Leave**

- A. **Jury Duty:** Leave with pay shall be granted for jury duty. The employee shall notify the District when notification is received to serve on jury duty by providing a copy of the jury summons.
- B. **Subpoena:** A leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court. Any compensation received for a subpoena appearance on contracted days shall be remitted to the District.

#### **Section 6. Association Leave**

- A. **Association Leave:** Association leave may be provided at Board discretion for Association business that enhances the professional status and competence of certificated staff members. This applies to officers of the Association and its constituent organizations or to members of these organizations who are listed as official delegates or

participants in the formal program for the meeting.

- B. **Application:** Requests for Association leave shall be submitted in writing to the Superintendent by the Association president at least five (5) working days, if possible, before the leave is to be taken.
- C. **Substitute Costs:** Where the absence of a person requires a substitute, the cost of the substitute shall be at no expense to the District.
- D. **Long Term Association Leave:** The Board agrees that employees designated by the Association may, upon request, be granted a leave of absence without pay for up to two (2) years, per request, for the purposes of engaging in activities of the Association or its affiliates.

#### **Section 7. Association President's Release Time**

- A. **Release:** The District shall, when requested by the Association, release the Association president (and/or one designee) for up to one full-time equivalent for the purpose of conducting Association business. The Association president shall make every effort to request on or before April 1 the amount and time (within the school day) of released time for the coming year.
- B. **Salary:** The Association shall remit the contract salary of the Association president (and/or designee) to the District in proportion to the amount of the release time. The Association shall additionally remit the MEA President Stipend to the District. The Association shall provide the District documentation outlining the stipend calculation process. Any changes to the President stipend calculations shall be provided to the District by September 1<sup>st</sup>.

The Mead School District will submit an invoice on a monthly basis to the Mead Education Association office for reimbursement of salary plus stipend including all discretionary days and benefits. The District shall provide the Association with the projected annual reimbursement by September 10<sup>th</sup>.

The Mead Education Association will reimburse the Mead School District No. 354 on a monthly basis upon receiving the statements from the District.

- C. **President's Rights:** The Association president shall receive full pay and be in every respect an employee of the District and shall not be denied any rights or privileges had by any employee. The Association president shall be returned to his/her original position without loss of benefits or seniority.

The Association president will stay on the Mead School District payroll and continue to receive his/her benefits from the District. The Mead School District will report and pay all taxes for the Association president.

### **Section 8. Long Term Leaves of Absence**

- A. **Application Requirements:** An employee may make application for the following leaves after at least three (3) consecutive years of employment immediately prior to the request. Applications must be submitted by April 1 of each year.
- B. **Peace Corp, VISTA, Exchange Teacher, Etc. Leave:** A leave of absence without pay for up to two (2) years may be granted to any employee who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs or accepts a Fulbright Scholarship or serves in a full-time capacity with any favorably recognized humanitarian organization.
- C. **Education Leave:** An employee shall be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university, or to further his/her educational background at an accredited college or university. Said program must be a minimum half-time program.
- D. **Leaves for the Good of the District:** Leaves for the good of the District may be granted at the discretion of the District.

### **Section 9. Sabbatical Leave**

- A. **Minimum Number of Leaves:** The District will fund a minimum of one (1) sabbatical per school year.
- B. **Requirements:** The requirements for a sabbatical leave are:
1. **Five Year Requirement:** An applicant for sabbatical leave must be an employee

of the District who has rendered service in the District for at least five (5) consecutive years immediately preceding the sabbatical leave, not more than one such leave of absence shall be granted in each five (5) year period.

2. **Application and Selection:** The employee shall submit to the Superintendent in writing a detailed outline of the proposed professional study and/or travel and indicate how this will enlarge the employee's understanding of educational philosophy and curriculum, and/or improve his/her facility in teaching techniques, and/or broaden his/her experience in fields in which he/she is engaged. The employee must indicate in the application the benefits of the leave to the District. The Sabbatical Form shall be contained herein as Appendix G.
3. Sabbaticals shall be allowed for one or two semesters within a school year. The applicant must apply by April 1. Final decisions and notifications shall be by May 1.
4. **Reimbursement/Benefit/Service Obligation on Completion of Leave:**
  - a. Employees who return to the District for two (2) years after the sabbatical leave will not reimburse the District.
  - b. Employees who return to the District for less than two (2) years after the sabbatical leave will reimburse to the District a pro-rata amount of the sabbatical pay received.
  - c. If an employee should die or become permanently disabled while on sabbatical leave, no repayment of salary paid while on leave will be required.
5. **Compensation:** The salary is to be one-half (1/2) the employee's yearly per diem rate of pay.
6. **Seniority and Return from Leave:** Persons returning from Sabbatical Leave will retain their seniority and will return to the building of their last assignment.

#### **Section 10. Crisis Leave**

Paid crisis leave is granted when an unforeseen and unavoidable crisis event of grave consequences prevents the employee from performing regular school duties. Request for leave is to be made to the immediate supervisor with final approval by the Superintendent. Crisis leave will only be approved when other paid leaves in this agreement are exhausted.



### **Section 11. Parenting Leave**

- A. An employee may request parenting leave for up to the remaining semester following the birth, adoption, or guardianship of a child. The employee may request up to an additional four (4) semesters of parenting leave. These additional semesters may be provided either full or part-time, one or more semesters at a time.
- B. Requests for fall semester must be made by April 1. Requests for spring semester must be made by November 15. Requests will not be submitted to the Board for approval until the birth, adoption, or guardianship of a child/children has taken place.

### **Section 12. Military Leave/Service Credit**

- A. Military leave of absence is granted to employees called into active, extended, or temporary duty of the armed service of the United States. Employees returning from military leave of absence shall notify the Personnel office in writing at the earliest possible date.
- B. Provided the maximum two (2) years experience credit for military leave has not already been granted, and provided return to service with the District is not later than the September following military discharge, intervening service credit will be given to employees returning from military leave of absence.
- C. Each employee shall be granted a leave, not exceeding fifteen (15) days, during each calendar year for active training duty when ordered by the Washington National Guard or Armed Forces Reserve Corps. During this leave the employee shall receive his/her normal pay.

### **Section 13. Public Service Leave**

- A. **Paid Leave:** Up to five (5) days of Public Service Leave may be granted each year by the Board for those employees who have been appointed to serve on a government committee. The purpose of this committee shall be related to education. Such leave shall not exceed one (1) percent of the Association membership. Any compensation other than expenses, received for service performed on contracted days shall be remitted to the District.

- B. **Unpaid Leave:** Any employee serving in an appointed/elected position that furthers the cause of public education may be granted up to four (4) subsequent years of unpaid leave when required to perform the duties of his/her appointed/elected office. If an extension of unpaid leave is requested for this purpose, the District and the Association shall meet to determine whether to recommend approval of additional years.

#### **Section 14. Return from Leave**

Employees returning from leave shall return to their former teaching position or as similar a position as is possible. In the event that there is a change in the position, the employee shall be able to utilize the provisions of Article III, Section 7, Assignment and Transfer.

#### **Section 15. Family and Medical Leave**

- A. **Eligibility:** Any eligible employee is entitled to a total of twelve (12) work weeks of family and medical leave during any fiscal year (September 1 - August 31).
- B. **Reserving of Other Leave:** Provisions as provided in Policy & Procedure 5406 Leave Sharing, Policy 5403 Discretionary Leave and Procedure 5404 Family Medical Leave shall be made available to employee.
- C. **Posting:** The District shall post information on the Family and Medical Leave Act at each employee work site.
- D. **Caveat:** Sick leave shall run consecutively with Family and Medical Leave. An employee may elect to use all available paid leave prior to accessing Family and Medical Leave.

#### **Section 16. Emergency School Closure**

In the event the District temporarily closes one or more schools for one or more days of the contract year, the affected employees will be granted leave at no deduction in salary or benefits, provided that students are not required to make up the day(s).

#### **Section 17. Faith or Conscience Leave**

Each employee covered by this agreement is entitled to unpaid leave as required by law (RCW

1.16.050). The employee may use annual leave in lieu of unpaid leave. The employee will make reasonable effort to provide three (3) days advance notice of intent to take this leave.

**Section 18. Domestic Violence Leave**

Per RCW 49.76, Domestic Violence Leave Law and District Policy, employees may take Domestic Violence Leave. Those interested in obtaining confidential support regarding this leave should contact the Human Resources office directly. This is non-grieveable.

## **ARTICLE VII. FISCAL MATTERS**

### **Section 1. Employment of Certificated Employees**

The Board shall in all instances employ employees who are properly certificated and or endorsed in accordance with applicable state laws, WAC and by such other requirements as specified by OSPI. Non-certificated personnel shall only be assigned duties in the instructional setting (classroom) that do not require a certificated employee as required by Washington State laws, WAC, and OSPI.

Non-certificated personnel shall be assigned in such a manner as to make it clear to which certificated employee they are responsible. Such assignment shall be made after prior consultation with the certificated employee.

### **Section 2. Individual Contracts**

Each employee shall be issued a teaching and/or supplemental contract at the time of employment for the respective positions. The certificated contract includes compensation for the 180 regular work days plus Time & Incentive compensation of 7.25% of the base pay. A list of work/professional duties and responsibilities is set forth in Appendix A-2.

The length of an assigned employee's contract shall be 180 days. Any extension of contract days approved by the Board, shall be computed on a full per diem basis of that individual's contract rate of pay.

### **Section 3. Salary Schedule Placement**

- A. **Schedule:** The salary schedule shall be made a part of this Agreement as Appendix A.
- B. **Salary Schedule Placement:** Bargaining unit members will be placed on the salary schedule in accordance with WAC 392-121.264 and the reporting standards of S-275 in place as of August 2018, except as otherwise described in this section.
- C. **Clock Hours:** Clock hours will continue to be counted as college credit for placement purposes, with ten (10) clock hours equaling one quarter credit hour.

1. A letter is submitted to the Human Services Department by August 15 indicating that a salary change is anticipated.
  2. A certification (grade slip, transcript, or clock hour verification form) indicating an increase in educational increment is submitted to Human Services on or before October 1. An official transcript must be received by the District Personnel Office by November 1.
  3. All educational credits/clock hours must be completed on or before October 1 (the date specified by OSPI).
- D. **ESA Employees:** The calculation of years of service for ESA employees (occupational therapists, physical therapists, speech-language pathologists, nurses, social workers, counselors, psychologists, etc.) regulated under Title 18 RCW will include experience in schools and other non-school positions as occupational therapists, physical therapists, speech-language pathologists, nurses, social workers, counselors, psychologists, etc. The calculation shall be that one (1) year of service in a non-school position is equivalent to one (1) year of service in a school position. For the purpose of computing a year of experience, a full year will be deemed to be 1,440 or more hours within a twelve-month period.
- E. **Education Credits:** The District shall accept education credits for pay increases if the following criteria are met:
1. A letter is submitted to the Human Services Department by August 15 indicating that a salary change is anticipated.
  2. A certification (grade slip, transcript, or a letter from the college) indicating an increase in educational increment is submitted to Human Services on or before October 1. An official transcript must be received by the District Personnel Office by November 1.
  3. All educational credits/clock hours must be completed on or before October 1 (the date specified by OSPI).

- F. **Implicit Price Deflator (IPD):** Full IPD as provided by the state legislature shall be provided for all certificated employees within the bargaining unit. This includes the basic contract, Time & Incentive compensation and curriculum hourly rate of pay as set forth in Appendix A.

#### **Section 4. Payroll Deductions**

- A. For the duration of this Agreement the Board agrees to continue its present policies concerning other allowable deductions.
- B. Payroll deductions shall also include tax sheltered annuities that have been approved by the district, direct deposits through the Electronic Funds Transfer/Automated Clearing House (EFT/ACH) process and any approved health clubs.

#### **Section 5. Insurance Benefits**

- A. **Contribution:** The District shall provide the State funded insurance benefit allocation per month for each FTE employee in the insurance pool. The District shall provide an additional fifty (\$50) dollars for each FTE employee (\$600 per year) to increase the health care allocation.
- B. **Health Care Authority (HCA) Retiree Subsidy:** The District will pay the Health Care Authority (HCA) retiree subsidy contribution.
- C. **Medical Carriers:** Carriers for medical insurance coverage shall be mutually agreed upon annually by the Association and the District.
- D. **Insurance Pooling:** From funds provided for benefits, deductions will first occur for the mandatory group benefits. After deduction for mandatory group benefits, the cost of medical insurance will be deducted from each employee's FTE allocation. Any individual's unused benefit allocation will be distributed to other employees to pay for any out-of-pocket medical insurance. The final amount each employee pays will be determined upon completion of the insurance pool.

Married employees will be pooled separately and will be allowed to combine benefit allocations to minimize the out-of-pocket medical expenses. Any remaining funds will be reallocated to the entire group.

If remaining funds exist after all medical premiums have been paid, funds will be allocated to employees on an FTE basis according to the annual signed VEBA agreement.

- E. **District Insurance Committee:** The Association and District shall participate in the District Insurance Committee for the sole purpose of exchanging information concerning health and other insurance benefits.
- F. **Tax Sheltered Annuity/Salary Insurance/Short Term Disability:** Employees may participate in any voluntary benefit programs offered by the district, such as tax sheltered annuity programs and salary insurance/short term disability insurance at their own expense.
- G. **IRS Section 125 Plan:** The District will provide an IRS Section 125 plan for use by individual employees. The scope of this plan will be determined by the Association and the District. The District will pay required management fees for IRS 125 plan.

#### **Section 6. Retiree Insurance Benefits**

In the event the state reverts back to pre-SEBB health benefits regulations the following provisions shall apply:

Currently, retiring employees access health care benefits through the State retiree plan, as administered by the Washington State Health Care Authority. If at some point in the future retiree health care is again available, sponsored, or provided through the WEA and/or the Mead School District, the Association retains the right to reopen the issue of access to health care benefits for retirees.

#### **Section 7. Transportation Reimbursement**

District transportation will be provided, when available, for student activities. When private transportation is used, employees will be reimbursed at the current IRS rate in accordance with the Transportation Reimbursement provisions of the contract.

#### **Section 8. Hours of Work**

- A. **Workday:** The regular workday shall consist of 7.5 continuous hours, including a thirty (30) minute duty-free lunch period. In general, the workday shall not start earlier than 7:00

a.m., and it will not end later than 4:00 p.m. unless with the concurrence of the individual employee.

- B. **School Closure:** If any scheduled student days are not worked by teachers within the 180 day student calendar year due to school closures, and if such days require make-up, the schedule of make-up days shall be negotiated with the Association.
- C. **Emergency Delayed School Opening:** In regard to delayed opening caused by an emergency situation, the workday of employees shall begin thirty (30) minutes before the scheduled student starting time. In the event of early dismissal, employees may leave as soon as students have departed, no additional supervision of students is required, and the building is secure.

### **Section 9. Early Release Days**

- A. Each year the District shall provide a half-day secondary student early release the last day of the first semester. Employees at the secondary level shall use this release time to prepare for new semester classes and to complete grading for students leaving. The District shall also provide a half-day elementary student early release day prior to the November conferencing period. Employees at the elementary level shall use this student release to prepare for parent/teacher conferences.
- B. On the last student day of the year, employees may be dismissed when students are dismissed.

### **Section 10. Co-curricular Assignments**

The following provisions shall apply to the co-curricular positions contained herein:

- A. **Assignment:** Principal(s) shall assign employees to known included co-curricular positions before the start of the season or activity. Exceptions may be made due to unforeseen circumstances.
- B. **Supplemental Contract:** Employees assigned to fill included co-curricular assignment(s) shall be issued a supplemental contract as soon as possible after being assigned. The employee must select one of the following two options for payment: (1) equal monthly payments over the remaining contract (thru August) or (2) lump sum at the end of the



season/activity (June for activities that go thru the school year). If method of payment is not indicated, payment will be made over the remaining contract year.

- C. **Supplemental Salary Schedule Placement:** Each employee will move to his/her rightful place on the increment schedule for the school year involved. Prior experience within an activity obtained within or outside the District will be credited when an assignment is made within the same activity. Non-contract experience will not count.
- D. **Co-Curricular Increments:** An increment shall be a percentage of \$37,653 adjusted annually by the IPD as provided by the state legislature. The position of the employee on the co-curricular increment schedule shall be the step that corresponds to his/her experience in that activity. See Appendix B.

#### **Section 11. Doctorate Degree**

- A. **Purpose:** All employees employed by the District prior to the 2018/19 school year holding a Doctorate's Degree will be offered a supplemental contract of \$1,000. Employees receiving these contracts will be responsible for professional duties of the following nature:
  - 1. A mentor teacher relationship to develop, enhance, and support collegial relationships among professional staff, including consultation, observation, teaching model instruction units, and special technical assistance; or
  - 2. A teacher/pupil support relationship to provide extra tutorial help to students, or act as specially designated student advocate; or
  - 3. Other duties developed cooperatively between eligible employees and the building principal; or
  - 4. Other professional duties as indicated by the employee to be listed on the supplemental contract.
- B. **Procedure:** Upon selection of the duty by the employee, the principal, if requested, may assist the employee to establish a mentor relationship, a tutorial/advocacy arrangement or other duties. Such supplemental contract may be completed during the eligible employee's prep time or outside the regular school day. At the completion of the school

year, the eligible employee will certify by signature that such supplemental contract duties have been performed. Supplemental contracts offered in accordance with this Agreement will be in compliance with RCW 28A.400.200. Employees less than 1.0 FTE will receive a prorata share of the doctorate degree based on their percentage of FTE.

## **Section 12. Career & Technical Education Contracts**

At the first Board meeting in October, supplemental duty, extended day contracts will be offered for state approved Career & Technical Education program teaching assignments. Such contracts shall be subject to the conditions established by state statute. Following Board approval, a list of such additional days shall be considered as an addendum to the current contract year.

## **Section 13. Professional Days**

Professional Days worked in August are considered a part of the upcoming contract year and will be paid at the employee's upcoming contract year per diem rate of pay. Compensation for these days is part of the employee's Time & Incentive compensation.

The Learning Improvement Days and/or Principal Days taking place prior to the start of the school year will be scheduled the week prior to the first day of school, unless the district and association mutually agree to an alternate schedule.

- A. Learning Improvement Day (LID):** There shall be three (3) Learning Improvement Days annually for program or professional development work designed to improve student learning. Compensation for these days is a part of the employee's Time & Incentive compensation. If an employee elects to not work on a LID the building principal will notify payroll and the employee's Time & Incentive compensation will be adjusted to reflect non-attendance. Part-time employees who work the entire day will be paid 7.5 hours for each LID. Special Services employees and employees working in specialty areas may, in consultation with their administrator, have the option to attend professional development offerings that are applicable to their area of specialty if there are no applicable district professional development opportunities offered.
- B. Principal Days, New Employee Days and Time & Incentive:**
  - 1. Principal Days:** There shall be two (2) supplemental days designated as set forth below. Compensation for these days is a part of the employee's Time & Incentive

compensation. If an employee elects not to work any of these days the building principal will notify payroll and the employee's Time & Incentive compensation will be adjusted to reflect non-attendance. Part-time employees who work the entire day or half-day will be paid 7.5 hours for each principal full-day and 3.75 hours for each principal half-day.

- a. One half-day (1/2) designated by the District for the start-of-school.
  - b. One half-day (1/2) designated by the principal for open house.
  - c. One (1) full day designated by the principal for staff development/ building retreat activities. This day may be scheduled as two (2) one-half (1/2) days or one (1) full day at any time during the contract year.
- 2. **New Employees:** Employees who are new to the district shall be required to attend two (2) days of joint training. This training may be made available prior to the start of the contract year. Payment for these two days is included in the employee's individual basic contract.
  - 3. **Time & Incentive Compensation:** Each employee shall receive Time & Incentive compensation of 7.25% of their base contract, prorated based on FTE, as set forth in Appendix A.

#### **Section 14. Additional Days**

Additional Days worked in August are considered a part of the upcoming contract year and will be paid at the employee's upcoming contract year per diem rate of pay.

Based on specific work and project needs for program compliance, the District will generate supplemental duty extended contracts to secondary counselors, school psychologists, educational specialists, school nurses, elementary social workers/counselors, Compass Program social workers and Instructional Coordinators. Following Board approval, a list of such additional days shall be considered as an addendum to the current contract year.

- A. **Secondary Counselors:** A schedule of extended days for secondary counselors will be established and directed by the school principal. A minimum of six (6) days but no more than ten (10) days per full time equivalent counselor (pro rata) shall be granted by

supplemental contract. Two separate supplemental contracts will be issued – one for days worked in June paid in July and one for days worked in August paid in September. When an employee retires or resigns they are only entitled to the June extended days. The August days are for the new replacement employee to prepare for the upcoming school year.

- B. **School Psychologists & Educational Specialists:** A schedule of extended days for school psychologist and educational specialists will be established by Special Services Administration. Ten (10) days per full time equivalent employee shall be granted by supplemental contract. Two separate supplemental contracts will be issued – one for days worked in June paid in July and one for days worked in August paid in September. When an employee retires or resigns they are only entitled to the June extended days. The August days are for the new replacement employee to prepare for the upcoming school year.
- C. **School Nurses:** A schedule of extended days for school nurses will be established for program compliance at the rate of three (3) days per buildings served. A supplemental contract for these days, worked in August, will be paid in September. When an employee retires or resigns they are not entitled to these August extended days. These days are for the new replacement employee to prepare for the upcoming school year.
- D. **Elementary Social Workers/Counselors & Compass Program Social Workers:** A schedule of extended days for elementary social workers/counselors and Compass Program social workers will be established and directed by the school principal or program administrator. A minimum of two (2) but no more than five (5) days per full-time equivalent employee (pro rata) shall be granted by supplemental contract. A supplemental contract for these days, worked throughout the year (August 1 – June 30), will be paid in July. When an employee retires or resigns they are not entitled to any extended days worked after June 30. August days are for the new replacement employee to prepare for the upcoming school year.
- E. **Instructional Coordinators:** A schedule of extended days for Instructional Coordinators will be established and directed by the program administrator. A minimum of two (2) but no more than five (5) days per full-time equivalent employee (pro rata) shall be granted by supplemental contract. A supplemental contract for these days, worked throughout the year (August 1 – June 30), will be paid in July. When an employee retires or resigns they are not entitled to any extended days worked after June 30. August days are for the new replacement employee to prepare for the upcoming school year.

**Section 15. Summer School and MEPP Hourly Pay**

Employees working in summer school and MEPP certificated hourly positions shall be paid at their hourly per diem rate of pay.

**Section 16. Elementary Clubs**

The District will determine an annual allocation to fund clubs at the elementary level with stipends paid at a rate of 1% per 12 hours activity. Certificated employees shall have first right of refusal unless the creation of a club was initiated by a staff member outside the MEA bargaining unit.

**Section 17. Elementary Social Worker/Counselors Annual Allocation**

The District will provide each elementary school social worker/counselor (1.0 FTE) with a yearly allocation of \$500 to purchase necessary curriculum, materials or for professional development (conference). This allocation can be carried over for three (3) years. Funds are accessible via Student & Family Services. In the event of financial emergencies (for example levy loss, state funding restrictions, enrollment decline or reduced federal grant awards), the monies provided to social worker/counselors in this section may be reduced or suspended at the discretion of the District/Board.

**Section 18. ESA Professional Certification Fee Reimbursement**

For ESAs (OT/PTs, SLPs & certificated nurses), whose certification requires both renewal with the State of Washington Department of Health and OSPI, the District will reimburse the employee for the cost of the Department of Health license renewal fee.

In the event of financial emergencies (for example levy loss, state funding restrictions, enrollment decline or reduced federal grant awards), the renewal reimbursement outlined in this section may be reduced or suspended at the discretion of the District/Board.

**ARTICLE VIII - GRIEVANCE PROCEDURE**  
***(A Process for Settling Differences of Contract Interpretation)***

**Section 1. Definitions**

- A. **Grievant:** A "grievant" shall mean an employee or group of employees or the Association.
- B. **Grievance:** A "grievance" is defined as an alleged violation of a specific term or terms of this Agreement, a dispute regarding an interpretation of the Agreement or Board Policies. All grievances shall contain a concise statement of the disagreement and the expressed contract provision that is alleged violated.
- C. **Days:** "Days" shall mean contracted work days. When a grievance has not been resolved by the end of the school year, the District Office work days are to be treated as working days for the purpose of completing the Grievance Procedure.

**Section 2. Grievance of Board Policy**

The Grievance Procedure may also be utilized to resolve disputes in the inconsistent application of Board policy. When this is done, only the first three (3) steps of the Grievance Procedure may be used. The decision of the Board, if the dispute goes through the third step, is not arbitratable. However, if the dispute is not settled to the satisfaction of the Association, the Association may negotiate to deal with the issues in question.

**Section 3. Grievance Procedure**

**Informal Step:** The parties acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. However, if this is unsuccessful, the following steps shall be followed in the processing of a formal grievance:

- Step 1:** Within twenty (20) days following the time when the grievant has knowledge or reasonably could have had knowledge of the basis of a grievance, the grievant may present the grievance in writing to the immediate supervisor who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Grievance form is included in the Agreement as Appendix D. The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, the provisions(s) of the Agreement alleged to be

violated, and the relief sought. A written decision shall be issued within five (5) days after the meeting. The response shall include the reasons upon which the decision was based. The immediate supervisor and/or Association representative may determine if the issue of the grievance has district-wide implications and may refer the matter directly to the Superintendent or his/her designee.

**Step 2:** If the grievance is not resolved at Step 1, or if no decision has been rendered within ten (10) days after presentation of the grievance in Step 1, appeal may be made to the Superintendent or his/her designee within five (5) days. Upon receipt, the Superintendent shall arrange for a meeting to take place within five (5) days. A written decision shall be issued within five (5) days after the meeting. The response shall include the reasons upon which the decision was based.

**Step 3:** If the grievance has not been resolved at Step 2, or if no decision has been rendered within ten (10) days after presentation of the grievance in Step 2, the grievance may be appealed to the School Board. Upon receipt of the appeal, the secretary of the Board shall arrange a meeting of the Board to take place within fifteen (15) days or at the next regularly scheduled Board meeting, whichever time period is longer. A written decision shall be issued within five (5) days after the meeting.

**Step 4:** If the grievance has not been resolved at Step 3 or if no decision has been rendered within ten (10) days after the Board meeting, the Association may submit the grievance to binding arbitration. Such appeal shall be made within ten (10) days.

**Binding Arbitration:**

The Association may advance any grievance to final and binding arbitration within twenty (20) days of receipt of the Step 3 response. Upon such a written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve.



If the two parties are unable to agree, the Association and District shall request a panel of arbitrators from either AAA or FMCS. Requests to FMCS may ask for arbitrators who have experience in the disputed issue. Upon receipt of the arbitrator list, the parties individually will strike the names of those arbitrators whom they do not want, number the remaining ones in order of preference and return the lists to the selected agency within ten (10) calendar days..

#### **Section 4. General**

The arbitrator shall be selected from the list of eligible candidates by representatives of the Board and the grievant. Upon receipt of the arbitrator list, the parties individually will strike the names of those arbitrators whom they do not want, number the remaining ones in order of preference and return the lists to the selected agency within ten (10) calendar days.

The representatives of the Board and the grievant shall present their cases to the arbitrator within thirty (30) days after the arbitrator has been selected or as scheduled.

The arbitrator shall make a decision in writing not more than thirty (30) days or as the amount of time deemed necessary by the arbitrator following the date the case is presented to him/her.

The arbitrator shall have no power or authority to rule on any issue not specifically before him/her. The parties shall not present any issue to the arbitrator that has not been specifically included within the grievance as presented to the Board in Step 4. The arbitrator shall not have any authority to decide any subject not specifically set forth in the express terms of this Agreement, nor shall he/she decide any subject not expressly contemplated by the terms of this Agreement. The arbitrator shall make a written report of his/her findings and decisions to both parties. To the extent any arbitrator's decision exceeds the limitations of his/her authority, it shall be null and void.

The expense of arbitration shall be borne equally by the Board and the Association.

Nothing contained herein shall be construed as limiting the right of any employee having any complaint to discuss the matter via administrative procedures or to meet individually with the Board.

Items within this Agreement that specifically reserve the ultimate decision-making powers are not grievable provided specified procedures have been followed.



## **Section 5. Supplemental Conditions**

A grievant may elect self representation or be represented by an Association selected representative. The Association shall have the right to present and to state its views at any formal step of the grievance procedure. The Association at Binding Arbitration shall represent the employee exclusively.

No reprisals of any kind will be taken by the District or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

Should the investigation or processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

Parties may mutually agree to extend the timelines at any step of the grievance process.

## **ARTICLE IX - DURATION**

### **Section 1. Duration**

This Agreement shall be in force and effect from September 1, 2021, to August 31, 2022, and shall not be extended orally. Upon written notice given by the Association to the District not later than April 1, the Parties agree to exchange proposals and commence negotiations on a successor Agreement no later than May 1, 2022.

Should the Parties agree to use the Interest Based Bargaining process to resolve the subsequent negotiations, the Parties shall be jointly trained and the training shall include the Superintendent, the Association President, the joint bargaining teams, and other members the parties may deem appropriate.

### **Section 2. Salary Increases**

Annual IPD increases as provided by the state legislature will be distributed to the basic contract, Time & Incentive percentage and curriculum hourly rate of pay as set forth in Appendix A. Any state increase funded for insurance benefits during the duration of this Agreement will be implemented.

### **Section 3. Openers**

Modifications of this Agreement, matters of common concern, wages, hours, terms and conditions of employment may be subject to negotiation during the term of this Agreement only upon request and by mutual agreement of the parties, except as otherwise provided herein.

In the event the State Legislature passes laws that impact this Agreement and if such laws are also subject to local bargaining, negotiations shall be opened on such matters.

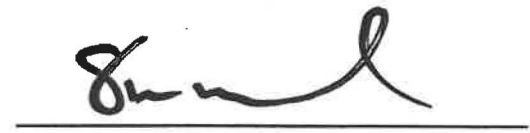
The parties shall meet and discuss strategies to implement sub-committee recommendations when they are forwarded to the bargaining team.

During the first year of the Collective Bargaining Agreement each party may open one (1) item for negotiation with advanced notification of thirty (30) days.

#### **Section 4. Economic Action**

Notwithstanding any other provision of this Agreement, when the Agreement is opened, both parties reserve full rights of economic action, including strike or lockout over negotiations set forth in this Agreement.

In witness whereof, the parties have herewith set their hands and seal this 14 day of October, 2021.

  
Toby Doolittle  
MEA President  
Shawn Woodward  
Mead School District Superintendent

# APPENDIX A-1 – CERTIFICATED SALARY COMPENSATION SCHEDULE

MEAD SCHOOL DISTRICT #354 CERTIFICATED SALARY COMPENSATION SCHEDULE FOR 2021-22										
YRS	COMPENSATION ELEMENTS	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90
Step 0	Base	\$47,567.00	\$48,785.00	\$50,037.00	\$51,320.00	\$52,638.00	\$53,983.00	\$55,369.00	\$56,792.00	\$58,246.00
	*Time/Incentive	\$3,449.00	\$3,537.00	\$3,628.00	\$3,721.00	\$3,816.00	\$3,913.00	\$4,014.00	\$4,117.00	\$4,223.00
	Total	\$51,016.00	\$52,322.00	\$53,665.00	\$55,041.00	\$56,454.00	\$57,896.00	\$59,383.00	\$60,909.00	\$62,469.00
Step 1	Base	\$49,090.00	\$50,350.00	\$51,639.00	\$52,961.00	\$54,322.00	\$55,713.00	\$57,142.00	\$58,608.00	\$60,111.00
	*Time/Incentive	\$3,559.00	\$3,650.00	\$3,744.00	\$3,840.00	\$3,938.00	\$4,038.00	\$4,143.00	\$4,249.00	\$4,358.00
	Total	\$52,649.00	\$54,000.00	\$55,383.00	\$56,801.00	\$58,260.00	\$59,751.00	\$61,285.00	\$62,857.00	\$64,469.00
Step 2	Base	\$50,659.00	\$51,958.00	\$53,290.00	\$54,660.00	\$56,059.00	\$57,493.00	\$58,969.00	\$60,482.00	\$62,033.00
	*Time/Incentive	\$3,673.00	\$3,767.00	\$3,864.00	\$3,963.00	\$4,064.00	\$4,167.00	\$4,275.00	\$4,385.00	\$4,497.00
	Total	\$54,332.00	\$55,725.00	\$57,154.00	\$58,623.00	\$60,123.00	\$61,660.00	\$63,244.00	\$64,867.00	\$66,530.00
Step 3	Base	\$52,281.00	\$53,623.00	\$54,997.00	\$56,405.00	\$57,851.00	\$59,333.00	\$60,857.00	\$62,418.00	\$64,020.00
	*Time/Incentive	\$3,790.00	\$3,888.00	\$3,987.00	\$4,089.00	\$4,194.00	\$4,299.00	\$4,412.00	\$4,525.00	\$4,641.00
	Total	\$56,071.00	\$57,511.00	\$58,984.00	\$60,494.00	\$62,045.00	\$63,632.00	\$65,269.00	\$66,943.00	\$68,661.00
Step 4	Base	\$53,956.00	\$55,339.00	\$56,757.00	\$58,212.00	\$59,707.00	\$61,233.00	\$62,803.00	\$64,416.00	\$66,066.00
	*Time/Incentive	\$3,912.00	\$4,012.00	\$4,115.00	\$4,220.00	\$4,329.00	\$4,439.00	\$4,553.00	\$4,670.00	\$4,790.00
	Total	\$57,868.00	\$59,351.00	\$60,872.00	\$62,432.00	\$64,036.00	\$65,672.00	\$67,356.00	\$69,086.00	\$70,856.00
Step 5	Base	\$55,683.00	\$57,110.00	\$58,574.00	\$60,073.00	\$61,614.00	\$63,193.00	\$64,815.00	\$66,475.00	\$68,183.00
	*Time/Incentive	\$4,037.00	\$4,140.00	\$4,247.00	\$4,355.00	\$4,467.00	\$4,579.00	\$4,699.00	\$4,819.00	\$4,943.00
	Total	\$59,720.00	\$61,250.00	\$62,821.00	\$64,428.00	\$66,081.00	\$67,772.00	\$69,514.00	\$71,294.00	\$73,126.00
Step 6	Base	\$57,461.00	\$58,936.00	\$60,448.00	\$61,999.00	\$63,588.00	\$65,213.00	\$66,890.00	\$68,606.00	\$70,361.00
	*Time/Incentive	\$4,166.00	\$4,273.00	\$4,382.00	\$4,495.00	\$4,610.00	\$4,729.00	\$4,850.00	\$4,974.00	\$5,101.00
	Total	\$61,627.00	\$63,209.00	\$64,830.00	\$66,494.00	\$68,198.00	\$69,942.00	\$71,740.00	\$73,580.00	\$75,462.00
Step 7	Base	\$59,303.00	\$60,825.00	\$62,379.00	\$63,964.00	\$65,584.00	\$67,233.00	\$68,930.00	\$70,679.00	\$72,476.00
	*Time/Incentive	\$4,299.00	\$4,410.00	\$4,522.00	\$4,639.00	\$4,758.00	\$4,879.00	\$5,005.00	\$5,133.00	\$5,265.00
	Total	\$63,602.00	\$65,235.00	\$66,901.00	\$68,603.00	\$70,342.00	\$72,112.00	\$73,935.00	\$75,812.00	\$77,741.00
Step 8	Base	\$61,200.00	\$62,770.00	\$64,377.00	\$66,028.00	\$67,722.00	\$69,453.00	\$71,237.00	\$73,063.00	\$74,937.00
	*Time/Incentive	\$4,437.00	\$4,551.00	\$4,667.00	\$4,787.00	\$4,910.00	\$5,039.00	\$5,165.00	\$5,297.00	\$5,433.00
	Total	\$65,637.00	\$67,321.00	\$69,044.00	\$70,815.00	\$72,632.00	\$74,492.00	\$76,402.00	\$78,360.00	\$80,370.00
Step 9	Base		\$64,777.00	\$66,438.00	\$68,140.00	\$69,890.00	\$71,683.00	\$73,520.00	\$75,404.00	\$77,334.00
	*Time/Incentive		\$4,696.00	\$4,817.00	\$4,940.00	\$5,067.00	\$5,199.00	\$5,330.00	\$5,467.00	\$5,607.00
	Total		\$69,473.00	\$71,255.00	\$73,080.00	\$74,957.00	\$76,882.00	\$78,850.00	\$80,871.00	\$82,941.00
Step 10	Base			\$68,563.00	\$70,324.00	\$72,127.00	\$73,963.00	\$75,870.00	\$77,815.00	\$79,813.00
	*Time/Incentive			\$4,971.00	\$5,098.00	\$5,229.00	\$5,363.00	\$5,501.00	\$5,642.00	\$5,786.00
	Total			\$73,534.00	\$75,422.00	\$77,356.00	\$79,326.00	\$81,371.00	\$83,457.00	\$85,599.00
Step 11	Base				\$72,573.00	\$74,432.00	\$76,333.00	\$78,301.00	\$80,308.00	\$82,367.00
	*Time/Incentive				\$5,262.00	\$5,396.00	\$5,533.00	\$5,677.00	\$5,822.00	\$5,972.00
	Total				\$77,835.00	\$79,828.00	\$81,866.00	\$83,978.00	\$86,130.00	\$88,339.00
Step 12	Base				\$74,895.00	\$76,816.00	\$78,783.00	\$80,803.00	\$82,877.00	\$85,002.00
	*Time/Incentive				\$5,430.00	\$5,569.00	\$5,711.00	\$5,858.00	\$6,009.00	\$6,163.00
	Total				\$80,325.00	\$82,385.00	\$84,494.00	\$86,661.00	\$88,886.00	\$91,165.00
Step 13	Base					\$79,271.00	\$81,213.00	\$83,390.00	\$85,525.00	\$87,719.00
	*Time/Incentive					\$5,747.00	\$5,894.00	\$6,046.00	\$6,201.00	\$6,360.00
	Total					\$85,018.00	\$87,107.00	\$89,436.00	\$91,726.00	\$94,079.00
Step 14	Base					\$81,811.00	\$83,793.00	\$85,958.00	\$88,266.00	\$90,530.00
	*Time/Incentive					\$5,931.00	\$6,089.00	\$6,239.00	\$6,399.00	\$6,563.00
	Total					\$87,742.00	\$89,882.00	\$92,197.00	\$94,665.00	\$97,093.00
Step 15	Base					\$84,426.00	\$86,433.00	\$88,512.00	\$90,691.00	\$92,927.00
	*Time/Incentive					\$6,121.00	\$6,289.00	\$6,439.00	\$6,604.00	\$6,773.00
	Total					\$90,547.00	\$92,722.00	\$94,951.00	\$97,295.00	\$100,000.00
Step 16	Base					\$87,129.00	\$89,183.00	\$91,352.00	\$93,602.00	\$95,914.00
	*Time/Incentive					\$6,917.00	\$7,094.00	\$7,245.00	\$7,415.00	\$7,590.00
	Total					\$94,046.00	\$96,277.00	\$98,597.00	\$100,817.00	\$103,404.00

Curriculum Rate - \$53/hour

Grandfathered BA+135 Individuals - Base Salary \$89,363 + Time/Incentive contract of \$6,479 for a total of \$95,842

Time & Incentive stipend includes Learning Improvement Days, Principal Days and an Attract & Retain Incentive

## APPENDIX A-2

<b>Basic Salary</b>	
<b>Professional Responsibilities</b>	<b>Voluntary Activities</b>
<ul style="list-style-type: none"> <li>• Annual mandatory employee trainings</li> <li>• Curriculum implementation during contract day</li> <li>• Academic/Behavior Intervention meetings during the contract day</li> <li>• Grading Papers</li> <li>• Elementary Class List Prep during contract day</li> <li>• Lesson Plans</li> <li>• Assessments</li> <li>• Grades/Test Data</li> <li>• Report Cards</li> <li>• Moving personal items within/out building</li> <li>• TPEP</li> <li>• IEP meetings</li> <li>• Elem Parent/Teacher Conferences 2x per yr</li> <li>• Moving Classroom within the school</li> <li>• Preparing for opening/closing of school</li> <li>• PBIS within contract day</li> <li>• Examine data to improve learning during contract day</li> <li>• Parent Meetings</li> <li>• IEP prep/Progress reports</li> <li>• Evaluation Reports</li> <li>• Homework Assistance &amp; Assessment Make-Up during contract day</li> <li>• Participating in Staff Collaboration during contract day</li> </ul>	<ul style="list-style-type: none"> <li>• Ice Cream Social</li> <li>• Elementary Math/Science Nights</li> <li>• Fine Arts Nights</li> <li>• School Board Meetings</li> <li>• McTeacher Night</li> <li>• Professional Development Conference Attendance **Employees do not receive additional compensation outside contract day</li> <li>• Hiring Teams</li> <li>• CLI Participation</li> <li>• PTSS Meetings</li> <li>• PTSS/Community Sponsored Events/Activities</li> <li>• Building Leadership Team during contract day</li> <li>• High School Block Parties</li> </ul>
<p style="text-align: center;"><b>Sample Items Eligible for Additional Compensation</b>  <i>*All of the following items require pre-approval by supervising administrator.</i></p> <ul style="list-style-type: none"> <li>• Title Meetings</li> <li>• PBIS (outside the contract day)</li> <li>• Curriculum Cadre Work</li> <li>• Moving Due to District Needs</li> <li>• After School Academic Enrichment Programs (Mt. Spokane High School)</li> <li>• Department Assistance High School</li> </ul>	

**APPENDIX B-1 - CO-CURRICULAR SALARY SCHEDULE – 2021-2022**

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1%	\$ 398.00	403.00	408.00	413.00	418.00	423.00	428.00	437.00	451.00
2%	\$ 796.00	806.00	816.00	827.00	838.00	849.00	860.00	879.00	908.00
3%	\$ 1,194.00	1,210.00	1,226.00	1,242.00	1,258.00	1,274.00	1,291.00	1,319.00	1,363.00
4%	\$ 1,592.00	1,613.00	1,634.00	1,655.00	1,677.00	1,699.00	1,721.00	1,759.00	1,817.00
5%	\$ 1,990.00	2,016.00	2,042.00	2,069.00	2,096.00	2,123.00	2,151.00	2,198.00	2,271.00
6%	\$ 2,388.00	2,419.00	2,450.00	2,482.00	2,514.00	2,547.00	2,580.00	2,637.00	2,724.00
7%	\$ 2,786.00	2,822.00	2,859.00	2,896.00	2,934.00	2,972.00	3,011.00	3,077.00	3,179.00
8%	\$ 3,184.00	3,225.00	3,267.00	3,309.00	3,352.00	3,396.00	3,440.00	3,516.00	3,632.00
9%	\$ 3,582.00	3,629.00	3,676.00	3,724.00	3,772.00	3,821.00	3,871.00	3,956.00	4,087.00
10%	\$ 3,980.00	4,032.00	4,084.00	4,137.00	4,191.00	4,245.00	4,300.00	4,395.00	4,540.00
11%	\$ 4,378.00	4,435.00	4,493.00	4,551.00	4,610.00	4,670.00	4,731.00	4,835.00	4,995.00
12%	\$ 4,776.00	4,838.00	4,901.00	4,965.00	5,030.00	5,095.00	5,161.00	5,275.00	5,449.00
13%	\$ 5,174.00	5,241.00	5,309.00	5,378.00	5,448.00	5,519.00	5,591.00	5,714.00	5,903.00
14%	\$ 5,572.00	5,644.00	5,717.00	5,791.00	5,866.00	5,942.00	6,019.00	6,151.00	6,354.00
15%	\$ 5,970.00	6,048.00	6,127.00	6,207.00	6,288.00	6,370.00	6,453.00	6,595.00	6,813.00
16%	\$ 6,368.00	6,451.00	6,535.00	6,620.00	6,706.00	6,793.00	6,881.00	7,032.00	7,264.00
17%	\$ 6,766.00	6,854.00	6,943.00	7,033.00	7,124.00	7,217.00	7,311.00	7,472.00	7,719.00
18%	\$ 7,164.00	7,257.00	7,351.00	7,447.00	7,544.00	7,642.00	7,741.00	7,911.00	8,172.00
20%	\$ 7,960.00	8,063.00	8,168.00	8,274.00	8,382.00	8,491.00	8,601.00	8,790.00	9,080.00
22%	\$ 8,756.00	8,870.00	8,985.00	9,102.00	9,220.00	9,340.00	9,461.00	9,669.00	9,988.00
24%	\$ 9,552.00	9,676.00	9,802.00	9,929.00	10,058.00	10,189.00	10,321.00	10,548.00	10,896.00
25%	\$ 9,950.00	10,079.00	10,210.00	10,343.00	10,477.00	10,613.00	10,751.00	10,988.00	11,351.00
26%	\$ 10,348.00	10,483.00	10,619.00	10,757.00	10,897.00	11,039.00	11,183.00	11,429.00	11,806.00
35%	\$ 13,930.00	14,111.00	14,294.00	14,480.00	14,668.00	14,859.00	15,052.00	15,383.00	15,891.00

## APPENDIX B-2 - CO-CURRICULAR ACTIVITIES – 2021-2022

<u>SENIOR HIGH SCHOOLS</u>		<u>MIDDLE SCHOOLS</u>	
		•ASB	7%
•Annual	18%	•Debate	5%
•Associated Student Body Activities	35%	•Drama	7%*
•Debate	24%	•Music, Instrumental	20%
•Drama*	22%	•Music, Vocal	13%
•Music, Instrumental*	26%	•Newspaper	7%
Assistant	22%	•Orchestra	4%
•Music, Vocal*	22%		
•Newspaper	16%		
•Orchestra	22%		
PE Coordinator	9%		

### ELEMENTARY SCHOOLS

• Elementary Vocal	10%
• Elementary Band	3%
• Elementary Orchestra	3%

In the event of financial emergencies including loss of levy, reduction in state funding, or decrease in enrollment, extracurricular activities may be reduced or eliminated. Before such action is taken, the Mead Education Association will be informed of the nature and scope of the emergency that will necessitate the action

Under the direction and approval of the principal, each staff member involved in chaperoning or assisting in activities, e.g., ski club chaperone, outdoor education, etc., will receive a \$50 stipend for each event.

- \* An additional 16% may be awarded by high school principals (Mt. Spokane and Mead High) for a major musical/drama production. This is the total percentage allocation for the production and must be shared by all disciplines/employees.

The allocation for a major musical/drama production is a set dollar amount – 16%, Step 5, Co-Curricular Salary Schedule – Appendix B-1, shared by all disciplines/employees. (For example, if the set dollar amount is \$6,000, and it is shared equally between three individuals, they would each receive \$2,000.)

A major musical/drama production is allowed every other year. For budgeting purposes, in the spring (no later than May 15<sup>th</sup>), prior to the upcoming school year, notification of a school's intent

to cast a major musical/drama production must be communicated via email to Business Services.

If a school declines to cast a major musical/drama production on their scheduled year a major musical/drama production may be scheduled the following school year. However, in no instance can a school schedule back-to-back major musical/drama productions.

The 16% stipend is intended for employees covered by the MEA contract. However, upon written authorization from MEA, a portion of the stipend may be paid to individuals who are not covered by the MEA contract.



**APPENDIX C - MEAD EDUCATION ASSOCIATION GRIEVANCE REPORT FORM**

**Name Of Grievant:**

**Date Grievance Occurred:**

**Date Given To Supervisor:**

**Association Representative(s):**

**Supervisor:**

**Statement of Grievance:**

**Area of Contract Violated:**

**Specific sections of the contract that have been violated include but may not be limited to:**

**Relief Sought:**

**Signature Of Grievant(s)**

#### **APPENDIX D - MEAD Variance Request Form**

Please answer the following questions and submit with your variance request.

1. Describe the variance and why it is necessary.
  
  
  
  
  
  
  
  
  
  
2. How does the proposed variance conflict with existing rules, regulations, policies or contracts?
  
  
  
  
  
  
  
  
  
  
3. Does the staff have an agreed upon democratic decision-making process and has this request been approved by that process?
  
  
  
  
  
  
  
  
  
  
4. How have students, community, and parents been involved in the decision making process?

**APPENDIX E-1 - SHORT FORM EVALUATION**

---

Teacher Name \_\_\_\_\_ School \_\_\_\_\_

School Year \_\_\_\_\_ Department/Grade \_\_\_\_\_

Administrator \_\_\_\_\_

In conjunction with the process described in RCW 28A.405.100, I have observed the certificated staff members whose name appears above and certify that this individual meets the set of standards as outlined in WAC 392-191-010 or WAC 392-191-020

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Teacher Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX E-2 – Performance Evaluation Report for Certificated Support Employees  
MEAD SCHOOL DISTRICT NO. 354**

**Mead, Washington**

**PERFORMANCE EVALUATION REPORT FOR  
CERTIFICATED SUPPORT EMPLOYEES**

<u>NAME</u>	<u>(Last)</u>	<u>(First)</u>	<u>(Middle)</u>	<u>DATE</u>	<u>TYPE OF EVALUATION</u>
<u>SCHOOL OR LOCATION</u>				<u>ASSIGNMENT</u>	<u>    </u> ANNUAL
					<u>    </u> 90-DAY
<u>Number of Students Present During Observation(s)</u>					<u>    </u> OTHER
<b>KEY: (S) SATISFACTORY</b>			<b>(U) UNSATISFACTORY</b>		
<b>(R) REQUIRES IMPROVEMENT</b>			<b>(N) NOT OBSERVED OR NOT APPLICABLE</b>		

The "R" and "U" ratings require specific comments and documentation

Overall  
Professional  
Appraisal

     Satisfactory  
     Requires Improvement  
     Unsatisfactory

**Professional Preparation and Scholarship**

- A. Possesses academic background appropriate to the specialty area.

**Knowledge of Specialty Area**

- A. Demonstrates competence in specialty area and is current in that specialty area or grade level.

**Special and Professional Skills**

- A. Effectively uses diagnostic and remedial procedures appropriate to field of specialty in working with students, school, staff, parents, and related agencies.

<b>S</b>	<b>R</b>	<b>U</b>	<b>N</b>	<b>COMMENTS</b>
—	—	—	—	
—	—	—	—	
—	—	—	—	

**B. Fulfills responsibilities regularly, promptly, and completely.**

**C. Limits professional activities to areas of specialty and assignment.**

**E. Is proficient in the selection, organization, and utilization of instructional materials and equipment.**

**F. Considers abilities, interests, and presents performance levels of students in planning.**

**G. Establishes immediate and long-range objectives and prepares plans to meet objectives.**

**H. Communicates effectively with parents, peers and administrators, both oral and written.**

**I. Exhibits proper command and use of speech and/or language skills.**

**A. Strives to develop rapport with the student as an individual.**

**B. Encourages students to accept responsibility for performance and goals.**

**A. Selects and prepares equipment and materials in advance of use time.**

**B. Maintains orderly, attractive, and stimulating station environment and atmosphere.**

**C. Provides adequate plans for a substitute.**

[illegible]

### Work Station Management (Continued)

- D. Evaluates individual student progress and maintains records as appropriate to field of study.**
- E. Is consistently prompt and accurate with reports.**

## Handling of Student Discipline and Attendant Problems

- A. Establishes and maintains order and discipline in the work station including:**
  - (1) quiet when appropriate;**
  - (2) attention to the employee when instruction is being given;**
  - (3) students conforming to established rules.**
- B. Shows consistency and fairness in dealing with student behavior.**
- C. Disciplines students in a firm but controlled manner.**
- D. Encourages students to develop courtesy, self-control, respect, and responsibility.**
- E. Enlists the assistance of teachers, vice-principal, principal, and other supportive personnel when appropriate.**
- F. Assists in maintaining control and enforcing rules throughout the school.**

## Efforts Toward Improvement When Needed

- A. Is responsive to supervision and constructive criticism.**
- B. Endeavors to implement improvement suggestions.**

[illegible]

### Professional Characteristics

A. Indicates willingness to make decisions and accept school responsibilities.

- (1) exhibits adaptability;
- (2) demonstrates understanding of established priorities;
- (3) deals with confidential information and communication in an ethical manner;
- (4) exhibits self-control, mature behavior and judgment;
- (5) works well with other people and is a contributing member of the team;
- (6) has plan for evaluation of own work and initiates efforts to improve.

**S   R   U   N        COMMENTS**

_____	_____	_____	_____	

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

## **APPENDIX F – Request for Sabbatical**

### **REQUEST FOR SABBATICAL FOR School Year**

**Name: School:**

Time Frame Requested: One Semester Two Semesters

**Philosophical Position:** The purpose of a sabbatical is to provide benefit for the District as well as personal, professional growth for the recipient through the sabbatical experience.

**Directions:** Following are questions regarding your desired outcomes and plan for sabbatical. Please answer each question carefully and thoroughly. Include as much detail as you feel you need to describe your intentions and goals to the readers. Assume your readers know nothing about you or your teaching responsibilities. Parenthetical number indicates the scoring value of each question. Attach your responses to this cover sheet.

1. (10 pts) **GOALS/OUTCOMES**  
What are the desired goals/outcomes of your sabbatical request?
2. (10 pts) **NEED**  
What is the relationship of the goals to student learning? What is the relationship of the goals to District needs? What data/information do you have to support these needs?
3. (20 pts) **PERSONAL PROFESSIONAL GROWTH**  
How do you anticipate benefiting from this sabbatical in terms of personal professional growth?
4. (30 pts) **BENEFIT TO DISTRICT/PLAN FOR DISTRICT GROWTH**  
Identify ways the district will benefit from your sabbatical experience. Provide a specific plan as to how you will facilitate/implement that growth.
5. (10 pts) **SABBATICAL PLAN**  
What is your plan for sabbatical activities? Include, for example, courses, travel details, timelines, and other pertinent information.
6. (20 pts) **EVALUATION**  
How do you plan to evaluate your experience in terms of numbers 1 – 5 above?
7. (10 pts) **EXPERIENCE**  
How many years have you worked for the Mead School District? One point will be awarded (to a total of 10) for each year of experience beyond the five years required for all applicants.

**(110 TOTAL POINTS POSSIBLE)**

All scoring will be held in confidence.

Successful applicants will make a presentation to the Mead School Board following the sabbatical year and/or with the agreement of the Superintendent, make a presentation to a selected group within the District.



## **APPENDIX G – Just Cause/Seven Key Tests**

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carroll R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A "no" answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. **NOTICE:** "Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"
2. **REASONABLE RULE OR ORDER:** "Was the Employer's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the employee?"
3. **INVESTIGATION:** "Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"
4. **FAIR INVESTIGATION:** "Was the Employer's investigation conducted fairly and objectively?"
5. **PROOF:** "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"
6. **EQUAL TREATMENT:** "Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?"
7. **PENALTY:** "Was the degree of discipline administered by the Employer in a particular case reasonably related to
  - a) the seriousness of the employee's proven offense, and
  - b) the record of the employee in his service with the Employer?"

\* The above seven steps may not be strictly adhered to in cases of risk to personal safety or the safety of others which may merit immediate corrective action.

# INDEX

## A

Academic Freedom .....	58
Additional Days .....	90
Administration of Agreement .....	2
Definition of Terms .....	2
Recognition .....	e
Adoption, Use of Sick Leave For .....	71
Agency Shop .....	7
Agreement .....	
Administration of .....	2
Distribution of .....	5
Recognition .....	3
Status of .....	4
Variances .....	4
Amnesty, Terms of .....	32
Annual Leave .....	74
Assessment Days .....	68
Assignment & Transfer .....	18
Association Leave .....	76
Association President's Release Time .....	77
Association Rights .....	8

## B

Bereavement Leave .....	76
Binding Arbitration .....	94
Bus Duty .....	66
Business .....	7

## C

Class Size .....	58
Elementary .....	59
Secondary .....	60
Special Services .....	62
Clock Hours .....	67
Co-Curricular Activities .....	102
Co-Curricular Assignments .....	87
Complaints, against employee .....	13
Computer Refresh .....	27
Contract, Openers .....	97
Contracts, Individual .....	83
Contracts, CTE .....	89
Court Appearance Leave .....	76
Crisis Leave .....	79
Curriculum Adoption .....	68

## D

Department Assistance .....	67
Digital Platforms .....	27
Disciplinary Action .....	12
Discipline, Student .....	31
Distribution of Agreement .....	5
Doctorate Degree .....	88
Domestic Violence Leave .....	82
Due Process .....	12
Duration .....	97

## E

Early Release Days .....	87
Education Credits .....	84
Education Leave .....	78
Elementary Clubs .....	92
Elem SW/Counselors Annual Allocation .....	92
ELL Students .....	59
Emergency Delayed School Opening .....	87
Emergency School Closure .....	81
Employee Rights .....	11
Due Process in Disciplinary Action .....	12
Nondiscrimination .....	11
Personnel File .....	11
Employee Workload .....	58
Employment of Certificated Employees .....	81
Equal Distribution of Students .....	59
ESA Employees .....	84
Certificate Fee Reimbursement .....	92
Evaluation and Probation .....	34
Evaluation of Classroom Teachers .....	34
Evaluation of Non-Classroom Employees .....	52
Evaluation, Report for Non-Classroom Employees .....	107
Evaluation, Short Form Non-Classroom Employees .....	106
Principal/New Employee Days and Time & Incentive .....	89

## F

Faith & Conscience Leave .....	81
Family and Medical Leave .....	81
Family Illness .....	72
Fiscal Matters .....	83

## G

Grievance Procedure .....	93
Informal Step .....	93
Grievance Report Form .....	104

## H

Hazardous Conditions .....	30
Health and Safety .....	13
Health Care Authority (HCA) .....	85
Hours of Work .....	86

## I

Individual Contracts .....	83
Injury, personal .....	14, 30
Instruction .....	58
Insurance .....	
Personal Property .....	30
Vehicle .....	30
Insurance Benefits .....	85
Insurance Benefits, Retiree .....	86
Insurance, Liability .....	29
Involuntary Transfer .....	20
Itinerant Employees .....	64, 69

## J

Job Sharing.....	16
Job Sharing, Dissolution of.....	18
Just Cause.....	12. 112

## L

Labor/Management.....	6
Learning Improvement Days .....	89
Learning Improvement Time .....	70
Leaves .....	71
Annual .....	74
Association .....	76
Bereavement .....	76
Conversion of Sick Leave upon Retirement or Death .....	73
Court Appearance .....	76
Crisis .....	79
Domestic Violence.....	82
Education.....	78
Faith and Conscience.....	81
Family and Medical .....	81
For Good of District .....	78
Long-Term Leave of Absence.....	78
Military/Service Credit.....	80
Parenting.....	80
Peace Corp, VISTA, Exchange Teacher, et.....	78
Public Service.....	80
Sabbatical.....	78
Sick .....	71
Sick Leave Exhaustion .....	72
Liability Insurance .....	29

## M

Management Rights .....	7
Maternity, Use of Sick Leave for.....	71
MEPP Hourly Pay.....	92
Military Leave/Service Credit.....	80

## N

Negotiation Procedures.....	9
Subjects of .....	10
New Employee Days.....	89
New Schools (Opening).....	27
No Strike No Lockout.....	10
Nondiscrimination.....	11
Nurses .....	63

## P

Para-Educator Service.....	64
Parenting Leaves.....	80
Paternity, Use of Sick Leave For .....	71
Payroll Deductions.....	85
Peace Corp, VISTA, Exchange Teacher, Etc. Leave.....	78
Performance Evaluation Report for Non-Classroom Employees .....	107
Personal Injury .....	14, 30
Personal Property Damage.....	30
Personnel File.....	11
Physical Assault.....	14
Picket Line Rights.....	10
Preamble .....	1
Preparation Time.....	65

Principal Days.....	89
Probation Classroom Teachers .....	48
Probation Non-Classroom Employees .....	54
Professional Days.....	89
Professional Responsibilities .....	100
Program Building Change.....	26
Provisional Classroom Teachers.....	38
Provisional Non-Classroom Employees .....	57
Public Service Leave.....	80

## R

Reduction in Force.....	27
Reimbursement, Transportation.....	86
Representation Fee.....	7
Request for Sabbatical .....	111
Retiree Insurance Benefits .....	86

## S

Sabbatical Leave.....	78
Sabbatical Request.....	111
Safety and Health.....	13
Salary Increases .....	97
Salary Schedule 2021-2022 .....	99
Salary Schedule Placement.....	83
Salary Schedule, Co-Curricular 2021-2022.....	101
School Closure.....	81, 87
Short Form Evaluation Non-Classroom Employee .....	106
Sick Leave.....	71
Conversion upon Retirement or Death .....	73
Staff & Curricular Development.....	67
Staff Protection .....	29
Status of Agreement.....	4
Student Discipline.....	31
Substitute, Long-term .....	3
Substitute, Short-term .....	3
Substitutes Unpaid Leave for Long-term .....	4
Summer School & MEPP Hourly Pay .....	92
Supplemental Contract.....	87
Supplemental Salary Schedule Placement .....	88
Supplies & Equipment Ordering.....	66

## T

Time & Incentive .....	89
Transportation Reimbursement.....	86

## V

Variances.....	4
Variance Request Form.....	105
VEBA.....	74
Vocational Contracts.....	89

## W

Workday.....	84
Workload, Employee .....	58
Workload, Employee .....	57