

**Agreement Between**  
**Mercer Island School District #400**  
**and**  
**Mercer Island Education Association**  
**for**  
**Classified Employees**

**This agreement shall be effective from  
September 1, 2023 – August 31, 2024**

**Ratified by the Mercer Island Education Association  
and the Mercer Island School District #400**

**TABLE OF CONTENTS**

PREAMBLE..... 1

WITNESSETH..... 1

ARTICLE I – RECOGNITION AND DEFINITIONS ..... 2

    Section 1 – Recognition..... 2

    Section 2 – Definitions..... 2

ARTICLE II – STATUS AND ADMINISTRATION OF AGREEMENTS..... 4

    Section 1 – Ratification and Mutual Consent ..... 4

    Section 2 – Status of the Agreement..... 4

    Section 3 – Contract Compliance ..... 4

    Section 4 – Conformity to Law..... 4

    Section 5 – Distribution of Agreement..... 4

ARTICLE III – ASSOCIATION RIGHTS..... 5

    Section 1 – Status of the Association ..... 5

    Section 2 – Transaction of Association Business..... 5

    Section 3 – Exchange of Information ..... 5

    Section 4 – Prior Notification ..... 6

    Section 5 – Responsibility for Representation..... 6

    Section 6 – Membership Administration..... 6

    Section 7 – Hold Harmless ..... 7

    Section 8 – Payroll Deductions..... 7

    Section 9 – Notification of New Employees..... 8

    Section 10 – Leave for the Association President..... 8

    Section 11 – Association President..... 8

    Section 12 – District/Association Collaborative Budget Committee ..... 8

    Section 13 – Meetings with Association President..... 9

ARTICLE IV – EMPLOYEE RIGHTS ..... 10

    Section 1 – Individual Rights ..... 10

    Section 2 – Right to Join and Support Association ..... 10

    Section 3 – Right to Due Process..... 10

    Section 4 – Personnel Files..... 11

    Section 5 – Employee and Student Protection, and Notification of Health and Safety Information ..... 12

    Section 6 – Student Discipline..... 13

    Section 7 – Non-teaching Duties..... 13

    Section 8 – Employee Tools and Equipment ..... 13

    Section 9 – Unsafe District Vehicles..... 13

    Section 10 – New Employee Orientation..... 14

    Section 11 – Distribution of Paraprofessional Time ..... 15

    Section 12 – Distribution and Allocation of Special Expenditures..... 15

## TABLE OF CONTENTS

Section 13 – Site-based Council .....	15
Section 14 – Professional Involvement .....	16
Section 15 – Training and Mentoring .....	16
Section 16 – Classified Staff Meeting.....	17
Section 17 – Building Cabinet .....	17
Section 18 – School Sponsored Media .....	17
ARTICLE V – PERSONNEL ACTIONS .....	18
Section 1 – Individual Employee Letters of Assignment .....	18
Section 2 – Supplemental Letters of Assignment.....	19
Section 3 – Release from Letter of Assignment.....	19
Section 4 – Assignment, Vacancies, Voluntary Transfers and Involuntary Transfers .....	20
Section 5 – Direct Deposit of Wages Paid .....	21
Section 6 – Staff Calendar.....	21
Section 7 – Industrial Insurance .....	21
Section 8 – Insurance Benefits.....	21
Section 9 – Contract Termination Compensation.....	23
Section 10 – Travel Reimbursement .....	23
Section 11 – Incidental Release Time.....	23
Section 12 – Classified Job Descriptions .....	24
Section 13 – Reclassification.....	24
Section 14 – Classified Vacation & Holidays.....	24
Section 15 – Classified Optional Work and Training Hours .....	27
Section 16 – Classified Employees Salary Schedule.....	28
Section 17 – Classified Overtime Pay .....	29
Section 18 – Experience Credit and Step Advancement .....	29
Section 19 – New Employee 90-Day Probationary Period.....	30
Section 20 – Classified Employees Shift Differential.....	30
Section 21 – Classified Work Schedule and Minimum Guarantees.....	30
Section 22 – Classified Bus Driver Schedule .....	30
Section 23 – Video Cameras on School Buses.....	31
Section 24 – Classified Summer Work Schedule.....	32
Section 25 – Classified Workday/Week .....	32
Section 26 – Communication and Preparation Time.....	33
Section 27 – Health Care Preparation.....	33
Section 28 – Classified Rehires.....	33
Section 29 – Compensation for Temporary Coverage and Classified Substitute Salaries .....	33
Section 30 – Overnight Field Trips .....	33
Section 31 – Educational Staff Associate (ESA) Interns.....	34

**TABLE OF CONTENTS**

ARTICLE VI – LEAVES..... 35

- Section 1 – Leave Allowances..... 35
- Section 2 – Sick-leave Conversion at Separation from Employment (Maximum 180 days)..... 36
- Section 3 – Family and Medical Leave..... 36
- Section 4 – Washington State Paid Family and Medical Leave Act..... 37
- Section 5 – Pregnancy Disability Leave ..... 38
- Section 6 – Parental Leave for Paternity or Adoption ..... 38
- Section 7 – Leave Sharing ..... 39
- Section 8 – Leave of Absence Without Pay ..... 40
- Section 9 – Military Leave ..... 41
- Section 10 – Jury Duty and Subpoena Leave ..... 41
- Section 11 – Attendance at Meetings, Conferences and Special Events ..... 42
- Section 12 – Association Leave ..... 42

ARTICLE VII – LAYOFF, ADVERSE EFFECT, AND RECALL ..... 43

- Section 1 – Goals and Criteria..... 43
- Section 2 – Program Reductions..... 43
- Section 3 – Seniority..... 44
- Section 4 – Timeline for Notice of Seniority Ranking ..... 45
- Section 5 – Layoff/Adverse Effect/Reduction in Force/Recall..... 45
- Section 6 – Notice of Layoff/Adverse/Reduction in Force..... 46
- Section 7 – Recall..... 46

ARTICLE VIII – EVALUATION..... 48

- Section 1 – Classified Evaluation ..... 48
- Section 2 – Probation ..... 49
- Section 3 – Termination..... 50
- Section 4 – Evaluation of Supplemental Contracts ..... 50
- Section 5 – Evaluation of Supplemental Contracts for Coaches at the Secondary Level..... 51

ARTICLE IX – DRUG/ALCOHOL TESTING PROGRAM ..... 52

- Section 1 – Drug Free Workplace ..... 52
- Section 2 – Drug and Alcohol Testing Program ..... 52

ARTICLE X – GRIEVANCE PROCEDURES..... 55

- Section 1 – Purpose ..... 55
- Section 2 – Definitions..... 55
- Section 3 – General Conditions..... 55
- Section 4 – Grievance Procedure..... 56

## TABLE OF CONTENTS

ARTICLE XI – SALARIES AND COMPLIANCE .....	58
ARTICLE XII – TERMS OF AGREEMENT .....	59
EXECUTION/SIGNATURES.....	59
APPENDIX A: FORMS.....	60
Inventory of Personnel File.....	61
Letter of Assignment.....	62
Limited Letter of Assignment .....	63
Classified Site Orientation .....	64
Plan for Missed Breaks Due to Unforeseen Job-Related Circumstances.....	65
Classified 24 Hour Optional Work and Training Agreement .....	66
Employee’s Record of Completed 24 Hour Optional Work and Training .....	67
Classified Personal Business Hours Form .....	68
Grievance Form A: Complaint by the Aggrieved.....	69
Grievance Form B: Decision of Immediate Supervisor .....	70
Grievance Form C: Decision by Superintendent or Designee .....	71
Grievance Form D: Decision Regarding Arbitration .....	72
APPENDIX B: SCHEDULES.....	73
Categories of Seniority .....	74
MIEA Classified Salary Schedule .....	75
MIEA Custodians Salary Schedule.....	76
MIEA Classified Substitute Salary Schedule .....	77
Classified Supplemental Salary Schedule 2023-24 .....	78
Coaching Extra-Curricular Salary Schedule 2023-2024.....	79
2023-24 MISD School Calendar.....	80
APPENDIX C: EVALUATION MODEL/FORMS.....	81
Classified Employee Evaluation Form.....	82
Classified Letter of Probation .....	83

**PREAMBLE**

This Agreement is entered into between the Board of Directors on behalf of the Mercer Island School District #400, King County, State of Washington, herein referred to as the "District" and the Mercer Island Education Association, herein referred to as the "Association."

**WITNESSETH**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Mercer Island is their mutual aim and that the character of such education depends in large part upon the quality of the employees, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employees Collective Bargaining Act, Chapter 41.56 RCW, to bargain with the Association as the exclusive representative of its personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the preceding mutual covenants, it is hereby agreed as follows:

## ARTICLE I – RECOGNITION AND DEFINITIONS

### Section 1 – Recognition

The Board recognizes the Mercer Island Education Association (hereinafter, “Association” or “MIEA”) as the sole and exclusive representative for all employees included in the bargaining unit as delineated in parts A, B, and C hereof:

- A. All persons filling co-curricular positions as listed on the classified co-curricular Supplemental Salary Schedule and the Coaching Extra-Curricular Salary Schedule and/or issued supplemental contracts, excluding administrators.
- B. All classified employees listed in the “Categories of Seniority” in Appendix B of this contract, including, but not limited to, administrative assistants, bus drivers, secretaries, para-educators, custodial employees, activities coordinator, athletic trainer, dispatcher, flagger, interpreter, library and account clerks, lot attendant, registered nurse, licensed practical nurse, playground supervisor, security liaison, and technology specialists, excluding the following positions:
  - Administrative Assistant Accounts Payable
  - Administrative Assistant Purchasing & Business
  - Administrative Assistant Human Resources
  - Executive Assistant to the Superintendent
  - Network Engineer I
  - Network Engineer II
  - Technology Engineer
  - Information Systems Coordinator
  - Public Records and Information Officer
  - Human Resources Coordinator
  - Budget Coordinator
  - Payroll and Benefits Coordinator
  - Instructional Services Coordinator
  - Personnel Assistant
  - Capital Project Coordinator

Also excluded are students enrolled in public school and employed by the District; temporary summer employees; maintenance and operations employees; and warehouse employees.

- C. All classified employees who have worked a minimum of thirty (30) days for the District within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes.

### Section 2 – Definitions

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

The term “**Agreement**” shall mean this entire contract and any subsequent addenda mutually agreed upon during the period of the contract.

The term “**Association**” shall mean the Mercer Island Education Association.

The term “**Board**” shall mean the Board of Directors of the Mercer Island School District #400, also referred to as “employer.”

The term “**District**” shall mean the Mercer Island School District #400.

## ARTICLE I – RECOGNITION AND DEFINITIONS

The term “**employee**” shall mean all nonsupervisory classified employees being paid on the Classified Salary Schedule and all employees on classified supplemental contracts who are represented by this bargaining unit and their substitutes.

The term “**voluntary transfer**” shall mean the transfer of an employee from one position to another at the employee’s written request.

The term “**vacancy**” shall mean a position not filled by an employee.

The term “**involuntary transfer**” shall mean any transfer which is not a voluntary transfer.

The term “**classified employee**” shall mean a nonsupervisory classified bargaining unit employee.

The term “**days**” shall mean employee workdays unless otherwise specifically defined in this Agreement.

The term “**Act**” shall mean the Public Employees Collective Bargaining Act, Chap. 41.56 RCW, Laws of 1986.

The terms “**classified Limited Letter of Assignment**”, and “**Limited Letter of Assignment**” shall mean a letter issued to a classified employee who has: (a) been hired to fill a position temporarily vacant due to leave of absence or sabbatical leave; or (b) been hired to fill a position created for a temporary situation or need. Employees who are new to the District shall be issued a Limited Letter of Assignment for the first three (3) years of employment with the District. If hired for a fourth year, the employee shall be issued a Letter of Assignment for any (all) assignment(s). A Limited Letter of Assignment shall not be issued for less than forty-five (45) workdays and is limited to the current year.

The term “**assignment**” shall mean the position to which an employee is assigned in a particular academic year.

The term “**Letter of Assignment**” shall mean the notification to the employee of the employee’s assigned position and other terms as set forth in Article V, Section 1 of this Agreement.

The term “**prior notification**” is defined to be receipt by the Association of the board agenda at the same time it is being delivered to Board members.

The term “**student discipline**” shall mean the forms of corrective action or punishment, other than suspension or expulsion, taken by employees.

The term “**Extra-Curricular**” shall refer to athletic coaching and other positions which do not require a professional educational certificate as set forth in Appendix B, Coaching Extra-Curricular Salary Schedule.

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include all genders; words denoting number shall include both singular and plural.



## **ARTICLE II – STATUS AND ADMINISTRATION OF AGREEMENTS**

### **Section 1 – Ratification and Mutual Consent**

This Agreement, upon ratification by the Board and the Association, shall be signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent in writing of the Board and Association.

### **Section 2 – Status of the Agreement**

This Agreement shall supersede any policies, rules, regulations, resolutions, procedures, and practices of the District which shall be contrary to or inconsistent with its terms as they may relate to employees represented by the Association. Existing rules, regulations, policies, resolutions, and practices of the District not in conflict with this Agreement shall remain in full effect unless appropriately changed.

### **Section 3 – Contract Compliance**

All individual letters of assignment shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. Any individual employee letter of assignment hereinafter executed shall expressly state that it is subject to the terms of this and subsequent agreements between the Board and the Association. If any individual letter of assignment contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

### **Section 4 – Conformity to Law**

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

### **Section 5 – Distribution of Agreement**

Within forty-five (45) days following the signing of this Agreement, the District shall post this Agreement on the District's website for access by all employees covered by the Agreement. The District shall provide the Association twenty-five (25) printed copies of this Agreement. Additional copies shall be provided to the Association, upon request, at Association expense.

## **ARTICLE III – ASSOCIATION RIGHTS**

### **Section 1 – Status of the Association**

Throughout this Agreement certain rights and functions are accorded to the Association which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions and practices of the District. These rights and functions are afforded to the Association as the legal representative for all employees covered under this Agreement. Rights and privileges afforded the Association shall not be granted to a minority organization seeking to represent employees officially represented by the Association.

### **Section 2 – Transaction of Association Business**

Duly authorized representatives of the Association shall be permitted to hold meetings, have an office, and to transact official Association business on school property at all reasonable times, provided this shall not interfere with or interrupt normal school operations. When requested, time for transacting Association business shall be granted at staff meetings. A duly authorized representative of the Association and a building administrator will meet monthly to discuss current and emerging labor concerns.

The Association may use District facilities and equipment including typewriters, computers, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use.

The Association shall have the right to utilize the bulletin board or place an Association bulletin board in each faculty lounge in each building in the District.

The Association shall have the right to use the District mail service and employee mail boxes for communication purposes provided the material is identified as Association material.

The Association and its representatives shall have access to all District buildings during regular working hours, or as otherwise scheduled, to confer with Association members. In conferring with members during working hours, the Association shall confer with the employee's supervisor concerning appropriate times.

The Association shall be granted two (2) days a month after school other than Friday exclusively for Association meetings. These and other meetings of the Association shall appear on the District's meeting schedule for the year so as to minimize time conflicts between Association and District activities.

### **Section 3 – Exchange of Information**

The Board, through its designated representative, and the Association agree to provide information needed for developing proposals for bargaining, for policy development, and for preparation of grievance cases. This information shall include, but not be limited to, complete and accurate financial statements or reports on amounts and sources of income, expenditure outlays, enrollments, number of employees, number of classified employees by position, policies and regulations, reports, agendas and minutes of Board and committee meetings as requested.

- A. On or before the tenth calendar day of the month, or first business day thereafter, throughout the calendar year, the District shall provide the Association President or designee, and the WEA UniServ Council-designated representative, with the following information for each employee new to the bargaining unit:
  - Name;
  - Position;
  - Hire date;
  - Number of workdays per year;

## ARTICLE III – ASSOCIATION RIGHTS

- Anticipated number of work hours per day;
  - Hourly rate;
  - Work location(s);
  - Personal phone numbers; and
  - Work and personal emails, if available.
- B. In addition, the District shall provide the following information for staff who are not new to the bargaining unit:
- Retirement;
  - Resignation;
  - Unpaid leaves of absences; and
  - Updates to the above information.
- C. At least ten (10) workdays before the District's summer new employee orientation(s), the District shall provide a list of new hires known as of that date (unless information was provided earlier consistent with A, above), along with the following information for each new hire:
- Name;
  - Position;
  - Number of workdays per year;
  - Anticipated number of work hours;
  - Work location(s);
  - Personal phone number; and
  - Personal email.

### **Section 4 – Prior Notification**

Prior notification is defined as receipt by the Association of the Board agenda at the same time it is being delivered to the Board members. The Association shall have the right to an appointment with the Superintendent before the Board meeting.

### **Section 5 – Responsibility for Representation**

The Association has the full and exclusive right to represent the employees of the District as defined by this Agreement.

### **Section 6 – Membership Administration**

No bargaining unit employee shall be required to become a member of the Association as a condition of employment. Each employee shall have the right to join, not join, maintain, or drop Association membership. It is recognized that the Association is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association.

### **Association Membership Dues and Assessments**

The District shall make a payroll deduction for Association dues and assessments upon receipt of a written authorization executed by an individual employee.

Employees who choose to become a member of the Association and choose not to use the payroll deductions will pay Association dues and assessments in a lump sum in cash by September 15 of each year of employment, or the prorated amount within ten (10) days of employment if hired after the September pay period.

## ARTICLE III – ASSOCIATION RIGHTS

On or before August 15 of each school year, the Association shall give written notice to the District of the dollar amount of dues and assessments of the Association and its affiliates, including the National Education Association and the Washington Education Association, which are to be deducted in the coming year under payroll deduction. Normally the total for these deductions shall not be subject to change during the school year.

Based upon the established annual rate, beginning with the September pay period, a deduction shall be made from each monthly pay warrant in equal amounts as authorized by the employee for dues and assessments. These deductions will continue through the pay period, and shall each year be deducted according to the annual rate for that year from each monthly warrant so authorized.

Employees who begin work after the September pay period shall have dues and assessments deducted from each monthly pay warrant based upon a prorated share of the balance remaining from the current annual rate for said employment and shall continue at the established annual rate in the following years.

Each month the District will send directly to the Washington Education Association (WEA) or designee all monies deducted from classified personnel warrants for dues and assessments accompanied by a list of names of those employees from whose warrants the deductions have been made.

The Association agrees to reimburse any employee who pays an amount in excess of the rate required for dues and assessments, equivalent to that received in overpayment, provided that the Association or its affiliates actually received the excess amount.

### Section 7 – Hold Harmless

The Association and the Washington Education Association agree to indemnify and hold the District harmless against any liability that may arise by reason of any action taken by the District to comply with the provisions of Section 6. The District agrees to notify the Association promptly in writing of any claim, demand, suit, or other form of liability arising out of implementation of this section.

### Section 8 – Payroll Deductions

The following payroll deductions shall or may be made:

1. State Employees' Retirement System
2. Federal Withholding Tax
3. FICA as provided by law
4. Absences not provided for by leaves for classified employees are docked at hourly rate for each hour of absence
5. Dues and assessments (in accordance with this section)
6. School Employees Benefits Board insurance program premiums

The following deductions may be made if authorized by the individual:

1. Additional withholding tax
2. Tax sheltered annuities
3. Payment to Washington State Employees Credit Union
4. Other approved insurance programs not provided by SEBB
5. Other approved programs
6. Tax sheltered mutual funds
7. Medicare
8. WEA PAC and/or NEA FCPE

**Section 9 – Notification of New Employees**

At the time the District hires employees new to the District, it will be the responsibility of the District to inform new employees where to locate the Agreement on the District's website, and distribute government mandated forms, approved District insurance forms, and Authorization for Deduction of Association Membership Fees.

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The Association President and MIEA representatives designated by the MIEA President will be included on the agenda of the District's program for the orientation of new employees. If an Association representative is not available to attend the District's new employee orientation, the Association may present at another time mutually agreed to by the employer and Association. No employee may be mandated to attend the meetings or presentations by the Association.

"Reasonable access" for the purposes of this section means: (a) the access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) the access is for forty-five minutes; and (c) the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and Association. The parties agree that it is preferential for such meetings to occur for classified employees during initial intake/orientation at District offices and when there are groups of employees being oriented at the same time. MIEA will make an effort to make themselves available to access employees during such time.

**Section 10 – Leave for the Association President**

The District shall grant a .600 or other mutually-agreed upon FTE leave of absence to the President of the Association for the duration of the term. The President of the Association may or may not use this leave of absence. The time of day within the school day that the leave is used shall be determined by the Association, and the Association shall so notify the District by April 1 to minimize the effect upon the school program.

During the leave, the District shall make salary payments and provide fringe benefits on behalf of the President as if the President were not on leave, provided that the Association quarterly (1/4) reimburses the District. In addition, any credit for state retirement shall be granted as if the President of the Association were not on leave. This section shall also apply for the leave of absence of a District staff member to serve as WEA or UniServ President.

The Association agrees to indemnify and hold the District harmless against any claims and demands that may arise out of or by reason of the District's compliance with the terms of this section.

**Section 11 – Association President**

The Association President shall not be adversely affected by reason of reduction in force (RIF), notwithstanding any provisions to the contract of Article VII, Section 1 of the Agreement concerning layoff, adverse effect, and recall of nonsupervisory classified employees. The Association shall notify the District by April 1 of each year who the Association President will be for the year in which a RIF might be implemented.

**Section 12 – District/Association Collaborative Budget Committee**

The District/Association Collaborative Budget Committee will consist of the Superintendent and/or Associate Superintendent for Business (Administration) and three representatives of the Association.

The purpose of the Collaborative Budget Committee is to review the District budget and identify unfunded needs for the current year.

## ARTICLE III – ASSOCIATION RIGHTS

The Collaborative Budget Committee will meet at least twice during the year, January and April, to review the budget and develop recommendations for the reallocation of any predictable budget capacity. Prior to the meetings, the Administration will have developed a priority needs list and the Association will have developed priority requests for additional budget funding. The committee will forward its recommendations to the Superintendent for consideration.

### **Section 13 – Meetings with Association President**

- A. Association President and Superintendent Meetings - The Superintendent and Association President shall meet monthly during the school year at mutually agreeable times to discuss emerging issues, District practices or concerns, and the administration of this Agreement. Additional meetings may be held if requested by either party. Either party may submit agenda items for discussion. Either party may invite additional participants to such meetings. The monthly meeting may be canceled or postponed upon mutual agreement.
- B. Association President and Human Resources Meetings – The most senior-ranking member of Human Resources and Association President shall meet at least monthly during the school year to discuss interpretation or application of this Agreement, personnel matters, and issues and questions that may arise. The meetings will be a problem-solving forum. Either party may submit agenda items for discussion. Either party may invite additional participants to such meetings. The monthly meeting may be canceled or postponed upon mutual agreement.

## **ARTICLE IV – EMPLOYEE RIGHTS**

### **Section 1 – Individual Rights**

Employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to the employment of any person because of such person's age, honorably-discharged veteran or military status, gender, marital status, sexual orientation including gender expression or identity, the use of a trained dog guide or service animal by a person with a disability, race, creed, color, national origin, domicile, political activity or lack thereof, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. The District shall comply with the provisions of the Americans with Disabilities Act.

The District shall not discriminate in any way against any employee on account of the employee's membership in any lawful organization or the exercise of any rights guaranteed under the law according to the Revised Code of Washington, the Washington Administrative Code, and the United States Constitution.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as the employee may have under applicable laws and regulations. The rights recognized here-under shall not be exclusive, but are in addition to those provided elsewhere.

### **Section 2 – Right to Join and Support Association**

Employees of the District who are represented by the Association shall have the right to freely organize, join and support the Association. As a duly elected body exercising governmental power under the State of Washington, the Board shall not directly or indirectly discourage or deprive any employee of the enjoyment of any rights conferred by the statutes and constitutions of the State of Washington and the United States, or discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any grievances, complaint, or proceeding under the Agreement or otherwise with respect to terms of conditions of employment.

### **Section 3 – Right to Due Process**

All employees within the bargaining unit are entitled to due process.

The Board agrees to make clear expectations for employees. Letters of Direction will be used by the District to clarify expectations, prior to initiating progressive discipline where appropriate under the circumstances.

The Board agrees to follow a policy of progressive discipline, where appropriate under the circumstances, which includes written warnings and reprimands, suspension with pay, suspension without pay, or discharge. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates such action. No employee shall be disciplined (including warnings, reprimands, suspensions or discharge) without just or sufficient cause. Any such discipline shall be subject to the grievance procedure. The District will notify the Association as to the occurrence of the disciplinary action.

Any derogatory document not provided to an employee within fifteen (15) working days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to an employee's character or manner shall be kept or placed in the employee's personnel file(s) without the employee having indicated the employee has seen the material by signing and dating it, being provided a

## ARTICLE IV – EMPLOYEE RIGHTS

copy of the material, and having the opportunity to attach the employee's own comments. Such written response shall become part of the employee's written personnel records.

Employees have the right to have a representative of the Association and/or counsel present when being disciplined. In the event disciplinary action is to be taken, the employee shall be advised of the right to representation prior to action being taken. When a request for representation is made, no action shall be taken with respect to the employee until such representation of the Association and/or counsel is present. Employees, who are subject to an investigatory conference for possible disciplinary action, will be notified by the District in advance that the employee has the right to representation during the conference involving the District and the employee.

All information forming the basis for any disciplinary action shall be made available to the employee.

### Section 4 – Personnel Files

- A. Any material put into an employee's file(s) must be shown to the employee within fifteen (15) working days after receipt or composition, except for timelines related to Article VIII and state law pertaining to formal evaluations.
  1. The employee's affixed signature and date to the material is an acknowledgement the employee has seen the material and does not necessarily indicate the employee agrees with the content of the material.
  2. If an employee refuses to sign and date material to be included in the employee's file(s), the Association may sign the material verifying the employee has reviewed the material.
  3. Employees will have the opportunity to attach written comment to any materials placed in their file.
  4. At any time that material is found in an employee's personnel file(s) without the employee's signature and date of review, the material will be removed and shall not be used in any part of evaluation or discipline, except as required under WAC 180-88-010 et seq in material pertaining to sexual misconduct as defined by WAS 180-88-060, (1-5). When material is found without the appropriate signatures and dates, such materials will be forwarded to the employee within ten workdays of the discovery.
  5. Material may be removed from an employee's personnel file(s) by mutual agreement, except as prohibited under WAC 180-88-010 et seq.
- B. Each employee shall have the right to review by prior appointment all materials in the employee's personnel file(s).
- C. Employees may include in their personnel file(s) a signed inventory sheet (Appendix A) to verify the contents of their file(s) at the time of inspection by the employee.
- D. The content of personnel file(s) related to evaluation, performance, discipline and potential discipline for employees is confidential, except documents which are not exempt from public disclosure under chapter 42.56 RCW.
  1. Any time the District places an employee on administrative leave or suspension, or initiates an investigation into an employee's behavior, and instructs the employee not to discuss the issue related to the action, the District also will not comment on the action or the content of the personnel files.
  2. Should the District choose to comment on the action or content of the personnel files, the District will notify the Association prior to the issuance of the comment in a timely manner to



## ARTICLE IV – EMPLOYEE RIGHTS

allow Association response. The employee will no longer be bound by any restriction on their communication.

3. Any requests for information on employees under chapter 42.56 RCW, The Public Disclosure Act, and communication about the requests will be shared with the Association and the employee.

### Section 5 – Employee and Student Protection, and Notification of Health and Safety Information

- A. The Board shall provide for the safety and well-being of employees during the workday and when they are supervising a school-sponsored activity or on school-provided transportation. Employees shall be covered by the District under the District's liability insurance and state industrial accident programs.
- B. To ensure that all students are provided the best educational opportunities possible in a safe and caring environment, it is important that employees with a legitimate, educational interest receive information relevant to the health and safety of the students they serve. An employee has a legitimate, educational interest if the employee needs to review a student's education record or be aware of the contents of a student's education records to fulfill the employee's professional responsibilities. All student information provided to employees under this section shall be utilized in a judicious and professional manner for the sole purpose of providing the best educational opportunities for each student while protecting the health and safety of all employees and students in the District.
- C. When enrolling a student who has attended school in another school district, the school enrolling the student will request the parent or guardian and the student to briefly indicate in writing whether the student has any of the following:
  1. Any history of placement in special educational programs;
  2. Any past, current, or pending disciplinary action;
  3. Any history of violent and/or disruptive behavior, gang membership, or criminal behavior; and
  4. Any health conditions affecting the student's educational needs, including any history of self-harm and behavioral or emotional concerns.

The school enrolling the student shall also request the school that the student previously attended to send the student's permanent record including records of disciplinary action, history of violent behavior or behavior listed in RCW 13.04.155, attendance, immunization records, and academic performance.

- D. An employee who receives information that a student has a history of behavior that indicates the student could be a threat to the safety of staff or students shall notify the principal or other supervising administrator as soon as reasonably possible. When a school receives information, upon enrollment or at some subsequent time, that a student has a history of disciplinary actions, criminal or violent behavior, or other behavior that indicates the student could be a threat to the safety of staff or students, the principal shall provide this information to each employee assigned to the student as well as to other employees who have a legitimate, educational interest in the information as soon as reasonably possible.
- E. Any employee provided information pursuant to paragraph D, above, shall be provided any new necessary training on systems of support, interventions, or strategies to help ensure safety for students and staff. A plan for training and/or paraeducator support shall be provided at least twenty-four (24) hours prior to the student in question entering a new setting, provided that such provision shall not be interpreted to exclude students from classes. In addition, consistent with FERPA, all employees directly involved with providing services to a student who has a history of

## ARTICLE IV – EMPLOYEE RIGHTS

violent behavior shall be provided regular updates and information related to the schedules, plans, and behaviors of the student (including notice of changes in student schedules prior to the start of the school day, whenever possible).

- F. Any employee who is threatened with bodily harm by an individual or a group while carrying out the employee's assigned duties shall notify the appropriate administrator as soon as reasonably possible. The administrator shall notify the Superintendent or the Superintendent's designee of the threat and take immediate steps in cooperation with the employee to provide every reasonable precaution for the employee's safety. Precautionary steps shall be reported to the Superintendent or the Superintendent's designee at the earliest possible time.
- G. Staff who want to increase knowledge and skills for supporting students with behavior escalations may work with their administrative supervisor to access training on systems of support, interventions, or strategies and be provided release time and/or compensation for attending such training.
- H. In the event a workspace is damaged by disruptive and/or violent student behavior, appropriate measures will be taken to replace and/or repair damaged property and support impacted employees.

### Section 6 – Student Discipline

Discipline shall be enforced fairly and consistently regardless of race, nationality, creed, sex, or marital status.

It will be the responsibility of each building principal to confer at least annually with all employees in their building for the purpose of developing, reviewing, or both, building discipline standards and uniform enforcement of those standards. These standards shall be written and copies shall be given to each employee. Where necessary, training shall be provided to assist employees in enforcing building discipline rules.

Building administrators and employees who are responsible for discipline, as defined in their job descriptions or as written in building discipline standards, shall cooperate in maintaining discipline by the application of written procedures specified in District policies, rules and regulations, and in building discipline standards for students K-12, on the school campus or at school-sponsored activities. Employees shall be supported by the Board, Superintendent, and administrators when employees are enforcing building discipline standards and District disciplinary policies.

### Section 7 – Non-teaching Duties

No classified employee shall be asked to cover a class except in cases of emergency.

### Section 8 – Employee Tools and Equipment

Employees shall not be required to furnish their own tools and equipment.

### Section 9 – Unsafe District Vehicles

No classified employee shall be required to drive any vehicle which is not in a safe operating condition. In the event the employee should discover a vehicle to be defective, the employee must immediately notify the employee's supervisor and/or the maintenance mechanic in writing.

## ARTICLE IV – EMPLOYEE RIGHTS

After consultation with the employee and/or the maintenance mechanic, the supervisor or the supervisor's designee shall have the final authority to determine whether a vehicle may be safely operated. This shall be in writing and a copy given to the employee.

Upon request, an employee shall be advised in writing of any action taken on the requested repairs of the employee's vehicle by the mechanic.

### Section 10 – New Employee Orientation

- A. The District shall provide each new employee at least seven (7) hours of orientation at or near the start of the employee's start of duties, split between the employee's assigned building/worksite and Human Resources, with a minimum of three (3) hours in the employee's assigned building or worksite. For employees hired to work in more than one worksite or building, additional orientation time may be added, if necessary, to orient the employee to systems or expectations unique to each site. Orientation time will occur during the employee's regularly-scheduled assignment or be time-carded if it is outside the normal school year or the employee's regular assignment.
- B. Orientation time for employees solely in positions on the Supplemental Salary Schedule or the Coaching Extra-Curricular Schedule may be less than the hours identified above and orientation may be included within the stipend for the position.
- C. The Human Resources orientation session shall include, but not be limited to, an overview of the following topics as they relate to the employee's specific position:
  - Job description;
  - Required permits, licenses and/or training;
  - Workday, work hours, duty-free lunch, break periods, the process for plan for making up missed breaks due to unforeseen job-related circumstances (Appendix A, Forms), work week, and annual work calendar;
  - Work location(s);
  - Placement on the salary schedule (lane and step);
  - The purpose of and access to Optional Work/Training Hours;
  - The purpose of and access to Technology Training Hours;
  - Sick leave and other leave benefits;
  - Access and orientation to use of the substitute system (Frontline or other system), including sign-in information, and substitute coordinator contact information;
  - Employer-paid insurance plans available to the employee with a calculation of the available premium subsidy based on the employee's FTE, and an insurance selection worksheet for choosing a medical insurance plan;
  - Voluntary, employee-paid, insurance options;
  - Retirement plan information and resources for retirement planning;
  - Association membership dues and assessments deduction;
  - Collective bargaining agreement; and
  - Staff Resources on the District's website.
- D. By June 30, the District will provide MIEA President notice of dates for planned Human Resources classified orientation(s) that will occur before the start of the next academic year. These dates could occur at any time between July 10 through August 31. The District will provide the MIEA President with advance notice of any canceled dates. During the school year, the District will inform the MIEA President in advance as soon as practicable after it has confirmed a new employee's orientation date and time.

## ARTICLE IV – EMPLOYEE RIGHTS

- E. Upon request, the District shall provide the Association President or designee, and the WEA UniServ Council-designated representative, with employee information for those employees issued a co-curricular and/or Coaching Extra-Curricular contract.
- F. A Building level administrator or designee will meet with the new employee prior to the employee assuming duties and review pertinent information for building level orientation including but not limited to an overview of the following topics as they relate to the employee's specific position:
- Assignment of evaluator (the employee's immediate supervisor) and the evaluation system for classified staff;
  - Job responsibilities and expectations;
  - Plan for making up missed breaks due to unforeseen job-related circumstances (Appendix A, Forms);
  - Supervisory staff and building or worksite staff;
  - Opportunities for Optional Work/Training Hours and how to access them at the worksite;
  - Opportunities for Technology Training Hours and how to access them at the worksite;
  - Tour of building, facilities and school grounds;
  - Access to computers, email, mailboxes, phones, and other job-related equipment;
  - Access to the staff handbook and its key contents;
  - Logistical information for employee's work time (time carding, breaks, workday expectations);
  - Mentor and mentoring plan for the building or work site; and
  - Space for personal items.

### **Section 11 – Distribution of Paraprofessional Time**

The staff in respective buildings shall have the opportunity to provide input into decisions about use of paraprofessional time. Paraprofessional time should be related to direct classroom assistance.

### **Section 12 – Distribution and Allocation of Special Expenditures**

Funds provided pursuant to WAC 392-140 "Instructional materials and technology related investment allocations will be distributed to the school building on a per FTE student basis.

The site council or its designee shall make all decisions as to the expenditures of such funds in a manner in compliance with State guidelines.

### **Section 13 – Site-based Council**

A site-based council may be formed at each of the seven (7) sites (Maintenance & Operations Building and each of the six (6) schools) whose purpose shall be to create a process for collaboration at the local level for issues limited to that particular building. The principal/site administrator shall be responsible for establishing and facilitating the work of the site council.

When site-based councils are established, council members shall be selected or elected by their constituent groups and shall include parents, community members, certificated and classified staff and, where appropriate, students.

The council in a given site shall establish written procedures for the conduct of the council and its business; make provision for conducting council meetings, determining the number of meetings, publishing agendas and minutes.

Site council memberships are supplemental contracts pursuant to RCW 28A.400.200(4).

**ARTICLE IV – EMPLOYEE RIGHTS**

The ratio of certificated/classified positions will be equal to the number of parents, administrators and/or students.

Authority of the site-based council shall be subject to and consistent with state law, budget amounts, and the collective bargaining agreement.

**Section 14 – Professional Involvement**

In order to ensure communication, articulation and coordination in curriculum development and delivery, and to encourage curriculum innovation, the District and the Association will establish a committee whose membership will include, but not be limited to, non-supervisory staff, representative of grade levels, buildings and curricular areas. The Association will appoint a representative to the committee.

**Section 15 – Training and Mentoring**

- A. The District will provide training for all new employees and for employees new to a job classification on the systems, roles, expectations and responsibilities necessary for the primary job functions of the employee’s position, including any expectations and responsibilities unique to special education or learning support positions. Such training will begin prior to the employee assuming duties and may vary depending on the experience level of the employee or the complexity of the job functions. In addition, the District will continue to provide annual training for Bus Drivers for requirements unique to their position.
- B. In addition to the District-provided training noted above, each school and the Transportation Department shall designate a mentor for classified employees new to the District or new to a job classification. The Administration Building allocation will be used for mentoring employees assigned to the Administration Building and for any building that needs more training funds. Mentoring shall be supported with the following budgeted allocations:

Each Elementary School	\$2,000
Middle School	\$2,500
High School	\$3,000
Transportation Department	\$2,000
Administration Building	\$2,500

Each school and the Transportation Department shall design a mentoring plan that includes flexible support and assistance for an employee’s first year in a position depending on the experience level and need of the new employee. Employees who are new to the District or new to a job classification may have different needs for support. The allocation may be used for release time for the mentor and/or mentee, or for additional paid time for the mentor and/or mentee. Mentoring plans that include additional paid time outside the regularly-scheduled workday must include pre-approval from a building administrator for any time to be paid at overtime or other premium rates. Time worked outside the mentor’s or mentee’s regular schedule will be time carded. At a minimum, a monthly meeting should be scheduled by the mentor and mentee to ensure time is designated for mentoring support.

Mentoring activities may include, but are not limited to, building- or department-level orientation activities, job shadowing, meetings during or outside the regularly-scheduled workday. The following categories have been identified as common areas mentees may need support from mentors, but are not all inclusive:

- Problem solving
- Budget, Purchase Orders, Substitute coordination (for Office Professionals)
- Conflict resolution
- Communication

## ARTICLE IV – EMPLOYEE RIGHTS

- Frontline or other substitute system used by the District
- Work calendar(s)
- Technology
- Office organization and systems
- District processes/procedures
- Strategies for working with students (for Paraeducators)

C. If a certificated OT/SLP is unavailable or unwilling to serve as a mentor to a COTA or SLPA, a current COTA or SLPA may serve as a mentor to a newly hired COTA or SLPA in their first year of employment. Such classified mentor shall receive a supplemental stipend of \$600 per school year for this responsibility. Consistent with paragraph B above, a meeting should be scheduled by the mentor and mentee at a minimum of once per month to ensure time is designated for mentoring support.

### **Section 16 – Classified Staff Meeting**

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

In addition, classified staff shall be invited/allowed to attend District-directed and building-level meetings and they shall be allowed to utilize their 24 optional hours for their attendance in consultation with their supervisor.

### **Section 17 – Building Cabinet**

MISD and MIEA recognize the value of professional experiences, knowledge and insights of the educators who staff each school, and the shared ownership of the staff and the administration in the success of the school. Staff input into building based-decisions is valued. Cabinet members contribute and share in the success of the school and engage in professional discourse around school improvement and professional practices. The Building Cabinet provides guidance and feedback on building level initiatives, professional development, and identifies and addresses concerns at the building level.

The Building Cabinet shall include at least one (1) classified employee selected by the principal after seeking input from staff and consulting with the MIEA building rep(s). Each classified cabinet member will be paid the member's regular hourly rate for participation in cabinet meetings (including overtime if applicable). Other classified employees may be invited and included in cabinet meetings when topics are relevant to the employee's areas of expertise and will be time-carded at the employee's hourly rate (including overtime if applicable) for the employee's participation.

Every school year, each Building Cabinet shall establish and publish norms for building meeting agendas, recording notes and decisions made in meetings, and communicating results of meetings to the entire staff.

### **Section 18 – School Sponsored Media**

An employee employed, assigned or designated by the District to supervise or provide instruction relating to school-sponsored media is afforded the rights and subject to the responsibilities in RCW 28A.600.027.

## ARTICLE V – PERSONNEL ACTIONS

### Section 1 – Individual Employee Letters of Assignment

The District shall provide each classified employee with a Letter of Assignment at the time of employment in conformity with Washington State law, State Board of Education regulations, and this Agreement, with the following exceptions:

- A. A Limited Letter of Assignment shall not be issued for less than forty-five (45) workdays.
- B. Employees who are replacing a person on a leave of absence as defined within the leave section shall be issued a classified Limited Letter of Assignment if the approved absence is forty-five (45) workdays or more.
- C. Classified employees who have been hired to fill a position created for a temporary situation or need shall be issued a classified Limited Letter of Assignment if the assignment is forty-five (45) workdays or more.
- D. All employees new to the District shall be issued a Limited Letter of Assignment for the first three (3) years of employment with the District. A Limited Letter of Assignment is limited to the current year. If hired for a fourth year, the employee shall be issued a Letter of Assignment for any (all) assignment(s). Employment which begins before March 1 will count as one year of employment.

The classified Letter of Assignment and Limited Letter of Assignment will include the total work hours, total annual workdays, holiday hours and vacation hours. In addition, the classified Limited Letter of Assignment will include the terms and conditions of work related to the temporary position. Letters of Assignment issued to bus drivers prior to the annual bidding process shall reflect the regular work hours of the employee during the previous school year and will include a sentence noting that the hours may change after bidding.

Classified employees receiving a Letter of Assignment (not a Limited Letter of Assignment), who have performed in a satisfactory manner through the end of their assignment, shall receive a new Letter of Assignment by August 1, unless there has been a reduction in employees or a reorganization of employees. (See Appendix A for Letters of Assignment and Limited Letters of Assignment.)

The District may issue a letter of “reasonable assurance” for reemployment to classified employees with a Limited Letter of Assignment, who perform in a satisfactory manner and for which funding for the position is assured for the following year, by the end of the current academic school year. Such letter will include notice of the number of hours reasonably assured to the employee. Employees with a Limited Letter of Assignment who perform in a satisfactory manner shall be granted an interview when applying for positions with similar responsibilities.

**Full-Time Classified Employee:** A full-time equivalent (1.000 FTE) classified employee is defined as a classified employee assigned 2,080 hours per year (260 days times 8 hours per day). The calculation of 2,080 hours shall include holidays and accrued vacation days. The definition of full-time classified employee for purposes of insurance benefits is set forth in Article V, Section 7.

**Less Than Full-Time Classified Employee:** A less than full-time classified employee is defined as one assigned for less than 2,080 hours per year. The calculation of FTE for less than full-time classified employees shall include hours worked plus prorated vacation days and prorated holidays. All references to FTE for classified employees contained throughout this agreement shall be calculated in accordance with this section except for purposes of insurance benefits.

**Monthly Time Report:** No monthly time report from an employee may be submitted to payroll for payment with a request dated more than thirty-one (31) days prior to the date the report is filed (given to their administrator/supervisor or designee) or the date of the last payroll cutoff, whichever allows the most time.

**Section 2 – Supplemental Letters of Assignment**

Letters of Assignment will only be issued to employees for the positions and hours as found in the Classified Supplemental Salary Schedules (See Appendix B). Splitting the assignment of a supplemental position may be initiated by employees and granted through mutual agreement of the employees and the District.

Employees will be paid at the rates established in the Supplemental and Extra Curricular Salary Schedules (Appendix B). Pay for Extra-Curricular Assignments will be paid over a three month period beginning with the start of the season for the individual sport. Classified employees must submit a timesheet.

**Creation of a New Position:** To create a position that is not currently on a supplemental schedule, the following process will be followed:

- A. At the building level, a proposal for establishing a new supplemental position is presented to the site council or building cabinet, along with a salary schedule placement recommendation. The site council or building cabinet will deliberate and forward a recommendation to the principal.
- B. When the superintendent or designee receives a recommendation from the building principal or District administrator, the Superintendent or designee will discuss the recommendation with the Association President or designee and consider a letter of agreement authorizing the position and salary.

**Appointment:** Appointment shall be by the Board of Directors upon recommendation of the Superintendent of Schools. The Superintendent shall have received a recommendation from the building principal. The appointment shall be for one year.

Prior to June 15 of any contract year, the employee will be given a written statement of intent to be recommended for rehire or not to be recommended for rehire to the position the employee has previously held.

When a new position has been created or when a present position is vacated, the following procedure shall be followed:

Each position will be advertised. The extent of advertising may be dictated by the position to be filled. The minimum level of advertising shall be on the District website. All vacant coaching positions, head and assistant, shall be posted. In the event that teaching positions are to be filled as well as the supplemental positions, advertising will be handled by the appropriate District-level administrator. Deadlines for applying shall not be less than five days from the date of advertisement. In addition, criteria for selection will be established and a written recommendation as to the best candidate will be sent to the Superintendent.

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

**Section 3 – Release from Letter of Assignment**

An employee under a Letter of Assignment shall be released from the obligations of the letter of assignment upon request under the following conditions:

- A. A letter of resignation must be submitted to the Superintendent's Office.
- B. A release from a Letter of Assignment may be granted after September 1, provided a satisfactory replacement can be obtained.



## ARTICLE V – PERSONNEL ACTIONS

- C. A release from a Letter of Assignment shall be granted in case of illness or other personnel matters which make it impossible for the employee to continue in the District.

### Section 4 – Assignment, Vacancies, Voluntary Transfers and Involuntary Transfers

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

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

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

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

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

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

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

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

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

**Involuntary Transfer:** An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. In the event that a vacancy is not filled after being posted

## ARTICLE V – PERSONNEL ACTIONS

for at least 10 calendar days by an employee who has been subject to a reduction in force (RIF) and is in the recall pool, the District will use the following procedure prior to exercising an involuntary transfer. The below procedures will also be followed where human resources are over-allocated in one area and need to be moved to an area/location of need:

1. Identify the appropriate seniority classification from which the vacancy needs to be filled.
2. Notify all employees within that seniority classification of the vacancy in writing and/or in person, whichever is most appropriate, and solicit from them a voluntary transfer.
3. If there is not an appropriate volunteer, the District will exercise the involuntary transfer action.
4. Prior to an involuntary transfer, the administrator(s) involved shall share with the affected employee the reason(s) for the involuntary transfer and discuss the transition. The employee may invite an MIEA representative of their choice to attend this meeting. Such meeting will be timely held.

### Section 5 – Direct Deposit of Wages Paid

All employees shall register their bank name, bank address, and account number with the District so their monthly wage shall be deposited directly into their bank account.

### Section 6 – Staff Calendar

The school calendar shall be bargained. The calendar will be developed no later than May 1 of the prior school year. (See Appendix B.)

**Changing District Directed Early Release/Late Start Days:** The MIEA Association President, and/or their appointed building designee, may enter into a Mutual Letter of Agreement with a building administrator for the purpose of changing designated District Directed Early Release/Late Start Days for a building.

### Section 7 – Industrial Insurance

The District shall pay 100% of State Industrial insurance premiums.

### Section 8 – Insurance Benefits

#### A. School Employees Benefits Board (SEBB) Program

The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as adopted in the Statewide Collective Bargaining Agreement for all employees who meet the eligibility requirements outlined in SEBB regulations. SEBB will implement the Statewide Collective Bargaining Agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits. With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their pay for this purpose.

#### B. Benefit Plans

Benefits presently offered by the District through the SEBB include but are not limited to:

- Basic Life and Accidental Death and Dismemberment insurance (AD&D);
- Basic Long-term Disability;

## ARTICLE V – PERSONNEL ACTIONS

- Vision;
- Dental including orthodontia; and
- Medical.

Employees are eligible to participate in the SEBB-offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. When available through SEBB, employees will be able to utilize payroll deduction for any supplemental insurance in which they choose to enroll through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

### **C. Dependent Coverage**

Legal spouses, state-registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support are dependents covered within the SEBB programs.

Should an employee have dependent(s) who were covered by insurance as of December 31, 2019, but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll the dependent(s) at the employee's cost for a period up to 36 months. Such payments will be made through payroll deduction by the District and paid to the HCA for this purpose.

### **D. Eligibility**

Employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All compensated hours in any position within the District during the school year shall count for purposes of establishing eligibility.

Employees whose eligibility is presumed based on SEBB Resolution and/or WAC provisions regarding hours worked in the previous two (2) school years shall be offered benefits. Employees who are hired after September 1 but are anticipated to work 630 hours or more the following year shall be offered benefits coverage based on applicable SEBB Resolution and/or WAC provisions regarding "mid-year hires."

In the absence of applicable SEBB Resolution or WAC, eligibility of employees on unpaid leave status will be determined by the parties on a case-by-case basis. The District shall notify the Association and the parties shall review the circumstances of any eligible employee on unpaid leave whom the District anticipates will become ineligible for benefits due to the unpaid leave status. Such notice and review shall occur reasonably in advance of any action by the District to terminate the affected employee(s) benefits.

### **E. Benefit Enrollment/Start**

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is anticipated that the employee will work 630 hours or more in a school year, except during the month of September when the employee's benefit coverage will begin in September if the employee meets the eligibility criteria.

### **F. Continuity of Coverage**

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee is anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets the eligibility criteria during the school year, the employee shall be offered benefits coverage beginning in the month following this establishment of eligibility.

**G. Benefit Termination/End**

Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the student school year, benefit coverage will continue through August 31 unless the employee elects an earlier resignation effective date. Any exception shall be determined on a case-by-case basis and confirmed by the parties.

**H. Collaborative Review Process**

The District shall provide the Association with courtesy copies of notices provided to employees deemed ineligible for benefits, as well as the District's rationale for such ineligibility. The District shall provide the employee notice and the Association courtesy copy concurrently. The parties will meet as necessary to discuss any questions related to these decisions.

**I. Legislative Changes**

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

**J. Interpretation and Appeals**

The provisions in this Article V, Section 8 represent the parties' shared understanding of current SEBB rules regarding eligibility and coverage. All of these provisions shall be read consistent with any SEBB rules, regulations and policies, some of which may change over time.

Any SEBB decisions made by the District that an employee seeks to challenge shall be appealed by submitting a written request for administrative review in accordance with WAC 182-32-2020 (or other applicable WAC) rather than the grievance procedure in Article IX of the collective bargaining agreement.

**Section 9 – Contract Termination Compensation**

Classified employees who have worked five (5) years for the District and submit a letter of resignation to the appropriate District level administrator by February 1 for the purpose of resigning after the end of the current school year, or at the end of their Letter of Assignment, will be given a supplemental contract for compensation equal to eight (8) additional days at their daily rate of pay. The effective date of resignation will be August 31 of that District fiscal year unless the employee elects an earlier resignation effective date. Compensation under this section shall be for the termination of employees' contract rights and shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state as specified in [RCW 28A.400.220\(2\)](#).

**Section 10 – Travel Reimbursement**

Employees shall be reimbursed according to Board Policy and Administrative Regulation.

**Section 11 – Incidental Release Time**

For a good cause, the principal or department supervisor may release an employee for a period not to exceed two (2) hours or one-fourth (1/4) of the obligated workday, whichever is less, when a substitute is not required. Release time as granted by this clause need not be reported on the Classified Time Report.

**ARTICLE V – PERSONNEL ACTIONS**

**Section 12 – Classified Job Descriptions**

Job descriptions shall describe essential duties. A copy of the current Job Description shall be provided to each employee. The current description for all jobs shall be available in every building. Before changes are made to existing job descriptions, the Association shall be given an opportunity to provide recommendations. Job descriptions may contain the phrase “*and other duties directly related to the position.*”

Job descriptions will be given out with all Letters of Assignment. End of the year evaluations with classified staff will include a review of the appropriateness of the job description. If changes need to be made, the job description will be forwarded to the appropriate District administrator and then given to the ongoing MIEA/MISD committee for recommended changes.

**Section 13 – Reclassification**

Reclassification of a classified position may be initiated by the employee or supervisor by a letter to the District and the Association. A committee of a District representative, an Association representative, and a third district employee mutually agreed upon by the two parties will be charged with making a recommendation on such a request. Reclassification shall be based upon job description and any additional duties, comparable jobs in the District, comparable jobs in surrounding and like sized districts.

The employee may be asked by the committee to provide research in support of the request. Both the District and the Association can submit information to the committee. Such requests for information will be dealt with within one hundred twenty (120) days.

The District will not reclassify an employee to a lower position until the end of the negotiated Agreement unless mutually agreed upon by the Mercer Island Education Association and the District or the District has to exercise Article VII, Section 2 – Layoff, Adverse Effect, and Recall of Classified Employees of the negotiated Agreement. Any request will specifically state the reasons for moving to a new job classification. The reclassification request will be reviewed by the appropriate District level administrator and within ten (10) days the District may:

- A. Accept the reclassification, or
- B. Instruct the supervisor or said employee to require only those responsibilities listed within the job description of present classification.

If a classified employee's position is reduced in classification as a result of the implementation of Article VII, Section 2 – Layoff, Adverse Effect, and Recall of Classified Employees, the compensation shall remain at the existing rate for a period of one hundred twenty (120) calendar days. (For example: If an employee goes from an 8-hour per day Head Secretary to a 4-hour per day Secretary, the employee would be paid at the Senior Secretary hourly rate of pay 4 hours per day for a period of one hundred twenty (120) calendar days.)

**Section 14 – Classified Vacation & Holidays**

- A. **Vacation for Part-Time Employees** (less than 260 days): Part-time employees accrue vacation as follows:

<b>Years of District experience</b>	<b>Rate Vacation Earned</b>
0-3 years	1 hour for every 16.33 hours
4-7 years	1 hour for every 14.29 hours
8-10 years	1 hour for every 12.00 hours
11-14 years	1 hour for every 9.83 hours
15-19 years	1 hour for every 9.40 hours
20+ years	1 hour for every 8.63 hours

**ARTICLE V – PERSONNEL ACTIONS**

Vacation for part-time employees is based upon regularly scheduled hours worked plus holidays designated in this Agreement. Vacation pay will be allowed upon the employee's resignation from the District with fourteen (14) days' notice of intent to resign. Such vacation pay will be calculated based upon last day of employment.

**B. Vacation for Full-Time Employees (260 days):**

Annual vacation shall be authorized by the employing department or building supervisor at a time most convenient to the work schedule of the department or building but, insofar as possible, in accordance with the wishes of the employee in any amount up to the total of the employee's earned vacation time.

Vacation pay will be allowed upon the employee's resignation from the District with fourteen (14) days' notice of intent to resign.

- 1. Accrual:** Vacation for full-time employees is based upon regularly scheduled hours worked plus holidays designated in this Agreement. For all 260-day employees with zero to two (0-2) years of district experience, the employee shall be granted vacation at the rate of twenty (20) days annually prorated by start date (earned on a monthly basis of 1.67 days per month). Beginning the third year of employment (see Article V, Section 1.4), employees with less than five (5) years of service as of September 1 shall be granted vacation at the rate of twenty (20) days annually, such days to be front-loaded on September 1 of the employee's third year. Employees with five (5) or more years of service as of September 1 shall be granted vacation at the rate of twenty-eight (28) days annually, such days to be front-loaded on September 1 of the employee's sixth year of District experience.

<u>Years of District Experience</u>	<u>Vacation</u>
0-2 years	20 days annually (accrued monthly)
3-4 years	20 days annually (front-loaded on September 1)
5+ years	28 days annually (front-loaded on September 1)

- 2. Pro-rating:** 260-day employees working less than eight (8) hours per day shall have their vacation time prorated by FTE (projected annual hours divided by 2,080).
- 3. Accumulation:** Vacation time for employees scheduled to work on a year-round basis may be accumulated, provided that such accumulated vacation shall not exceed thirty-eight (38) days in a contract year. If vacation is left unused at the end of a contract year, up to ten (10) days may be carried over into the next year.
- 4. Scheduling:** 260-day employees who earn vacation time shall complete and submit a proposed annual schedule of vacation days to their supervisor on or before September 1. The supervisor shall respond to the employee by October 1.

If an employee desires to take vacation in September, the employee will notify the supervisor as far in advance as possible but no less than five (5) business days in advance of the first day of the requested vacation. The supervisor must respond five (5) or more business days before the requested vacation.

Employees shall communicate with their supervisor regarding the use of vacation days throughout the year. Employees are expected to follow approved work calendars unless a modification is approved by their supervisor in advance. Requests for modifications of approved work calendars shall be submitted as far in advance as practical but no less than ten (10) business days before the first day of the requested vacation. Such vacation requests for vacation-schedule modification will not be granted unless based on circumstances that were unforeseen or unforeseeable in the proposed annual schedule. Requests for the use of vacation made less than ten (10) business days in advance will not be granted absent extraordinary and unforeseeable circumstances.

**5. Custodial Vacation Scheduling:**

- a. Members of the custodial group are not required to submit annual vacation request calendars. Instead, members of the custodial group must request all vacations of three (3) consecutive workdays in length or more thirty (30) calendar days in advance. All custodial vacation requests of two (2) consecutive workdays or less in length must be requested two (2) weeks in advance. Failure to timely request a vacation may result in the automatic denial of the request.
  - b. Custodial vacation requests will be approved by the Director of Maintenance and Operations or designee. Such approval shall not be unreasonably withheld.
  - c. If a custodian's vacation request is denied, that custodian's next vacation request will take priority over the request of any other custodians.
  - d. Barring extremely unusual circumstances, custodians may not take vacation during the two weeks before school starts and the first day of school (together, the "Blackout Dates"). The Director of Maintenance & Operations shall determine if unusual circumstances exist.
  - e. **Accumulation:** Vacation time for custodial employees scheduled to work on a year-round basis may be accumulated, provided that such accumulated vacation shall not exceed forty-eight (48) days in a contract year. If vacation is left unused at the end of a contract year, members of the custodial group may carry over up to twenty (20) days into the next contract year. An additional ten (10) days may be carried over with prior approval of the Superintendent or designee if (a) the demands of the job are such that the employee is requested to remain on the job and not take the annual allotment of vacation time, or (b) the employee desires to accumulate vacation time in order to take more than the annual allotment during a particular year, providing that job conditions warrant.
  - f. Custodial employees may choose to cash out up to five (5) vacation days a year paid at the employee's hourly rate of pay.
6. Each 260-day employee shall submit a timesheet/or electronic entry to the appropriate supervisor indicating the hours of vacation taken. In order to assure proper year-end vacation status, vacation days taken in July or August of a year must be submitted in all instances no later than the last business day in August.
  7. For 260-day employees, seniority shall prevail where two or more employees request vacation for the same time period and operations do not allow for all such employees to take vacation simultaneously. The word "seniority" as used in this paragraph means time spent as a District employee while performing bargaining unit work, from the original date of hire, or in the case of rehires, from the most recent date of hire, less that time, if any, spent in an unpaid leave of absence status or layoff status. For custodial employees, "seniority" for purposes of this section only means time spent as a custodial employee from the original date of hire, or in the case of rehires, from the most recent date of hire, less that time, if any, spent in an unpaid leave of absence status or layoff status. The one exception to the foregoing would be military leave and such military leave shall count as "time spent as an employee of the employer while performing bargaining unit work" for seniority purposes.

**C. Holidays**

The following legal holidays shall be paid holidays for all full and part-time employees. Any non-custodial employee doing authorized work on these days shall be paid at double (2 times) the regular rate of pay. For custodial employees, see Article V, Section 17.

- New Year's Day

## ARTICLE V – PERSONNEL ACTIONS

- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Two (2) additional, designated days during "Winter Break"

If a legal holiday falls on a Sunday, the following Monday shall be considered a legal holiday. If a legal holiday falls on a Saturday, the preceding Friday shall be considered a legal holiday.

Full-time and monthly employees shall be guaranteed thirteen (13) paid holidays annually and any other holidays specified by law, prorated by start date.

### Section 15 – Classified Optional Work and Training Hours

#### A. Optional Work and/or Training

Twenty-four (24) hours of additional time will be made available each school year to each classified employee for optional work and/or training, prorated for employees hired after the first workday of the school year. The use of these hours shall be mutually agreed to by the employee and the employee's supervisor each year by October 31 (Appendix A – "24 Hour Planning Form"), or within thirty (30) days after a new employee's first day of work, whichever is later. Plans may be changed during the year by mutual agreement. The supervisor will consider both personal and professional growth in utilization of these hours. Use of these hours may include, but shall not be limited to those outlined in Appendix A, "Classified 24 Hour Optional Work and Training Agreement". Hours not worked, or planned and approved, by February 28, will be pooled and reallocated at each site for use by others on a first-come basis. Compensation shall be at the employee's hourly rate. Overtime shall be paid if required by law (over forty hours per week) at one and one half times the employee's hourly rate.

If mutual agreement cannot be reached, the employee may meet with the Association building representative and the principal. If the issue remains unresolved, the employee may appeal to the Human Resources for further clarification.

#### B. Special Education Prep Time

Four (4) hours of additional time will be offered each school year to each paraeducator whose primary assignment is to work with special education student(s). Such hours shall be worked on the special education teacher's Preparation Day or the Special Education Preparation Day. An exception to this schedule may be approved by the Director of Special Services. This time will be used to work with the Special Education teacher on job-related tasks in preparation for the start of the school year.

#### C. District-Directed Training Hours

The District will provide ample notice and multiple opportunities to classified staff when training opportunities will be provided. Employees will be asked to provide input on the types of training to be made available. Should the District fail to plan or schedule these additional training hours, employees will not be penalized or lose compensation.



**D. Technology Training Hours**

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

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

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

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

**E. Preparation for Paraprofessionals and Other Classified Staff**

As appropriate, in addition to the orientation and training for classified staff in Article IV, the building administrator shall facilitate a meeting with appropriate certificated staff for paraprofessionals and other classified staff new to a classroom position. This meeting shall review job descriptions and provide time for training of paraprofessionals by appropriate staff members using the paraprofessionals' 24 optional work/training hours. This meeting shall occur within one month of hire.

In addition to the orientation and training for classified staff in Article IV, all new classified employees and their supervisor shall meet within one month of hire to review job expectations and identify workload priorities. When new items are added to the employee's workload, the supervisor will identify how the task is to be prioritized among existing tasks.

**Section 16 – Classified Employees Salary Schedule**

Classified employees will be paid in twelve (12) equal monthly payments. Vacation and holiday pay will be paid equally over the twelve (12) monthly payments. Insurance deductions, tax sheltered annuities and MIEA dues will be withheld equally over the twelve (12) monthly payments. Employees hired after the beginning of the school year will have their pay distributed over the remaining months of the fiscal year.

Employees shall be paid according to the MIEA Classified Salary Schedules found in Appendix B ("Schedules") of this Agreement, including the Custodian Salary Schedule, Classified Supplemental Salary Schedule, and the Coaching Extra-Curricular Salary Schedule.

## ARTICLE V – PERSONNEL ACTIONS

For the 2023-24 school year, the salary schedule rates in Appendix B for the Classified Salary Schedule and the Custodian Salary Schedule have been increased by 6.25% effective September 1, 2023. For the 2023-24 school year, the salary schedule rates in Appendix B for the Coaching Extra-Curricular Salary Schedule shall be increased by 5.5%.

All classified employees will complete and submit a classified time report monthly through their immediate supervisor according to an established calendar. This classified time report shall report overtime and additional time with the account number to be charged, as well as leaves and absences (sick, emergency, personal business, bereavement, vacation, jury, release, industrial, other).

Coaching stipends are intended to include all work-related communication and pre-season meetings. Post-season work is paid at a rate of one-twelfth (1/12) the activity stipend for each week of competition beyond the regular season.

### Section 17 – Classified Overtime Pay

#### A. Pay for Work Performed and Authorization of Overtime

Employees will be paid for all hours worked. Absent emergency circumstances where the employee's supervisor cannot be contacted, all hours in excess of an employee's Letter of Assignment must be pre-authorized by that employee's supervisor.

#### B. Rate of Pay

1. All hours worked beyond forty (40) hours in a work week shall be compensated at one-and-one-half (1½) times the employee's regular rate of pay.
2. Time worked on the sixth consecutive day shall be paid at one-and-one-half (1½) times the employee's regular rate of pay. Work performed on the seventh consecutive day will be paid double (2 times) the employee's regular rate of pay. Work performed on a contract-recognized holiday shall be paid double (2 times) the employee's regular rate of pay in addition to the paid holiday.
3. For custodians, all work performed on Sundays that exceeds forty (40) hours for the work week shall be compensated at double (2 times) the custodian's regular rate of pay. All work performed on holidays that exceeds forty (40) hours for the work week shall be compensated at triple (3 times) the employee's regular rate of pay.

### Section 18 – Experience Credit and Step Advancement

**Initial salary placement of classified employees:** Persons employed in classified positions shall receive credit for equivalent experience in education or business, whichever is applicable to the position. The maximum allowance for prior experience shall be that which places the employee on step 2 of the schedule. Should unusual circumstances warrant consideration of experience credit for step 3, the supervisor shall make a written request explaining the nature of the unusual circumstances. This request shall be reviewed by the Superintendent who shall transmit to the Board in writing the supervisor's recommendation and rationale for salary placement of the employee.

All experience credit shall be given at the time of employment.

Paraprofessionals working with students, who hold a valid teaching certificate, shall be paid at level (3) of the salary schedule found in Appendix B of this Agreement, effective from the date of receipt of the certificate by the District Human Resource Department.

**Classified Step Advancement:** Upon custodial employees' completion of one (1), two (2), and thirteen (13) continuous years of employment with the district and commencing with the September payroll of the

## ARTICLE V – PERSONNEL ACTIONS

second, third, and fourteenth year, respectively, custodial employees shall become eligible for step increases identified on the salary schedule for those years. For all other classified employees, upon completion of one (1), two (2), three (3), five (5), nine (9), and fourteen (14) continuous years of employment with the district and commencing with the September payroll of the second, third, sixth, tenth and fifteenth year, respectively, classified employees shall become eligible for step increases identified on the salary schedule for those years.

For purposes of determining eligibility for step advancement pay, classified employees hired prior to March 1 shall be credited for one year of service for that initial year.

### **Section 19 – New Employee 90-Day Probationary Period**

All classified employees new to the District or new to a position shall be on a “90-day probationary period” for ninety (90) calendar days. The immediate supervisor shall submit a written evaluation of the employee at the end of ninety (90) calendar days. At the end of this period, the employee is either retained or released.

### **Section 20 – Classified Employees Shift Differential**

Classified employees required to work a split shift, excluding Supplemental Salary Schedule assignments, shall be paid fifty cents (.50) per hour above the regular rate of pay. A split shift shall be defined as any shift requiring more than ten (10) hours to complete.

### **Section 21 – Classified Work Schedule and Minimum Guarantees**

All classified employees and their substitutes shall be guaranteed a minimum of two (2) hours pay for any extra work period assignment, provided such assignment does not immediately precede or immediately follow another work period.

Classified employees and their substitutes who are not notified of work cancellation at least two (2) hours in advance of the assignment starting time shall receive a minimum of two (2) hours pay.

A classified employee must give proper notice to the employee’s supervisor when returning from an absence or canceling a pending absence. An employee will not be assigned that portion of the employee’s work schedule that has been assigned to a substitute employee unless the minimum advance cancellation notice can be given to the substitute employee.

### **Section 22 – Classified Bus Driver Schedule**

Each bus driver shall be guaranteed fifteen (15) minutes with pay per day for a full pre-trip inspection the first time a bus is driven in a given day and ten (10) minutes with pay per day for a modified pre-trip inspection for each subsequent time a bus is driven in a given day.

Any bus driver who drives both a morning and afternoon route in addition to a mid-day kindergarten route shall be guaranteed a minimum of two (2) hour pay for the mid-day kindergarten run.

Each bus driver shall be guaranteed a minimum of two (2) hours of pay for a morning run and a minimum two (2) hours of pay for an afternoon run. The District may assign additional tasks to fill the guaranteed time. The driver may elect to be paid less than the two hour minimum rather than accept the additional tasks.

All bus drivers shall be paid for:

- A. Required driver certification courses;

## ARTICLE V – PERSONNEL ACTIONS

- B. On-the-road training with the District driver-instructor;
- C. Standard first aid course;
- D. Route and vehicle familiarization; and
- E. Meetings called by the transportation supervisor.

Any regular bus driver who provides driver-instructor services shall be paid an additional \$4.68 per hour for this additional responsibility.

### Section 23 – Video Cameras on School Buses

#### A. Recording and other Tech Systems

Video cameras shall not be placed in classrooms, locker rooms, restrooms or any other area where there is a reasonable expectation of privacy. Video cameras have been installed on school district grounds, buildings and property, including buses used for district purposes, where there is not a reasonable expectation of privacy. No new device shall be installed in such areas without advance notice to the Association President, and no device shall be installed in any classroom, instructional setting, district vehicles, or workplace that would allow a person to listen to, view, or record instruction or the provision of services in any class or other setting without advance notice to the Association President. Video cameras shall monitor and/or record only video images. In accordance with federal and state laws, audio shall not be monitored or recorded by video cameras except for District vehicles that transport students.

Monitoring of employees is not the purpose or the intention of the use of Global Positioning Systems (GPS), or video/audio recording equipment. It is understood that recordings and/or GPS data may be reviewed as a means to investigate possible employee or student misconduct. When the review is used as a means to look into possible employee misconduct, it shall be performed by supervisory staff only. In such situations, recordings and/or GPS data shall not be altered or recycled, and use of recordings and/or GPS data shall be in accordance with Article IV, Section 5, and other relevant provisions of the collective bargaining agreement. Supervisory staff may ask bargaining unit technology staff for tech support in locating or providing recordings and/or GPS data for the supervisor to review.

Video/audio recordings and GPS data shall be maintained for no longer than thirty (30) days unless required by State record retention rules or as required for criminal, safety, or security investigations or evidentiary purposes.

Recordings in the District's possession may be requested by parents under FERPA, members of the public under the Public Records Act (PRA), or parties to litigation. Viewing or copies of such recordings will be provided when required by law, provided that any recording that captures video, audio or other data related to an employee will be produced only after advance notice to the Association for possible response.

The parties share a mutual interest in supporting the educational process and student learning, and in limiting activities or behaviors that may disrupt the educational process. Students and visitors will not record classroom activities or meetings with staff, or record staff in any instructional setting or workplace, unless required by law or with the advance permission of all parties.

The District will comply should a law enforcement agency present a search warrant authorizing the agency's installation of video or audio security on district property.

**B. District Buses and Other Vehicles**

The District and the Association agree that the purpose of installing video cameras on a school bus and other District vehicles is to enhance the safety of students and district employees; and, as it relates to school buses, to assist in student behavior management.

- Cameras/GPS shall not be used as a substitute for a check ride performed by a driver trainer when evaluating a driver's performance or in the evaluation process.
- A driver and/or their Association representative may review any video recording or GPS data on the driver's bus upon request. This viewing will take place at the District Administration Center, School Administration Office or the Transportation Department.

**Section 24 – Classified Summer Work Schedule**

A summer work schedule of eight hours per day, including a thirty (30) minute paid lunch period, will be in effect for all classified employees covered by this agreement, whose Letter of Assignment requires eight hours per day and who are scheduled to work during the summer. This summer work schedule will begin the first Monday after the last day of school and continue for a period of eight (8) consecutive weeks. This schedule may not start earlier than 7:00 AM nor end before 3:00 PM on any workday.

**Section 25 – Classified Workday/Week**

- A. Classified employees whose regularly scheduled work year includes all of spring break and/or portions of summer vacation may change their regular hours of work per week (five 8-hour days) during Spring Break and summer vacation (Monday after school is out for eight weeks) with supervisor's approval to four (4) ten-hour days by putting their request in writing two weeks prior to the vacation period to their immediate supervisor. Part-time employees may work a similar schedule on a pro-rata basis. An employee desiring to change the employee's schedule after the two-week notification period has passed, may petition the employee's supervisor in writing for such a change.
- B. All MIEA classified staff except custodial staff, secretarial staff, and administrative assistants, whose work calendar provides that they work on the afternoon before Thanksgiving and/or Winter Break (if scheduled as a shortened school day), may choose to complete up to three (3) hours of online training in lieu of working beyond the student release time or 12:15 p.m., depending on the staff member's work site and schedule. Such training will be identified in advance by the District or, in the absence of identified training for that work year, may include trainings aligned with building or District initiatives and related to the staff member's duties. Such training may include Infobase Learning Cloud, optional Vector modules, paraeducator.com, online clock hours provided by entities such as OSPI or WEA, or another training mutually agreed upon by the staff member and staff member's administrator. Such agreement shall not be unreasonably withheld.

Classified staff to whom this applies may complete the required online training at any time outside of their contract day before December 31 for the Thanksgiving Break date and January 31 for the Winter Break date. Classified staff may not timecard for the online training completed unless that training is above the amount of time the staff member would have otherwise worked on that day. Any time-carded work may not be performed on a day that would cause the staff member to be paid overtime.

Staff members scheduled to work more than three (3) hours beyond student release time or 12:15 p.m., (depending on the staff member's work site), will be paid for their full contract day as long as they complete the three hours of training described above.

**Section 26 – Communication and Preparation Time**

Letters of Assignment and Limited Letters of Assignment for non-clerical paraprofessionals, health room assistants, and bus drivers will include fifteen (15) minutes per contract day, paid at their current rate of employment for the purposes of communication and preparation. This time will be built into the employee's daily schedule by the employee's supervisor. The schedule may be modified by mutual agreement of the employee and supervisor. The purpose of this time is to maximize the employee's effectiveness with students by the following types of activities:

- meeting and conferring with other employees about serving students;
- checking and responding to work-related emails;
- reviewing IEPs and other planning documents related to serving students; and
- preparing materials for service to students.

**Section 27 – Health Care Preparation**

Nurses will be provided with four (4) additional days (on a timecard) for health plans and health room preparation prior to the start of school in order to meet federal and state requirements. These paid days are in addition to the classified Optional Work and Training Hours in Article V, Section 15.

**Section 28 – Classified Rehires**

Rehires will be required to participate only in such training as may be required by State regulations, familiarization with new equipment, and/or changes in District policies.

**Section 29 – Compensation for Temporary Coverage and Classified Substitute Salaries**

In the event that an individual employee temporarily substitutes in a position with a higher classification than the employee's regular classification, the employee's salary will be readjusted as follows:

When substitution in a higher classification is for a full shift on a calendared student day, the employee will be paid at the salary increment step in the higher classification which exceeds the employee's regular salary.

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

Employees who have retired from the District but return to substitute will be paid at the same classification and step as held at retirement. People in the recall pool and other classified substitutes not on Letter of Assignment shall be paid at the substitute rates on the hourly rate schedule in Appendix B. For the 2022-23 school year, the salary schedule rates in Appendix B for classified substitutes shall remain the same as 2021-22.

**Section 30 – Overnight Field Trips**

Employees are not required to attend overnight trips.

Employees who attend will be provided an additional 5 hours paid at their regular rate of pay for school-sponsored, whole grade level or department level, curriculum approved overnights on assigned or non-

## ARTICLE V – PERSONNEL ACTIONS

assigned workdays. An additional 5 hours will be provided for each non-assigned workday paid at their regular rate of pay. A “night” starts at the ending time of the employee’s assigned workday and lasts until the start time of the employee’s assigned workday.

Assigned days: regular wages

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

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

Non-assigned nights: 5hrs @ the employee’s regular rate of pay unless overtime applies.

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

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

### **Section 31 – Educational Staff Associate (ESA) Interns**

The District may offer a semester-long internship to coincide with internship program schedules with a maximum of two ESA interns per school year. The ESA Interns will serve in the respective area that they are seeking certification and/or experience in. The intern will be enrolled in an accredited university ESA program or the equivalent. Candidates would be expected to be in the final year of their program (or equivalent) for certification and/or degree. The purpose of the internship is to gain the knowledge and experience in the school and district setting in preparation for work in the field in these particularly hard to fill positions. The interns work to fulfill the requirements of their internship program. The Director of Special Education or designee supervises the ESA intern. The ESA intern supports the work of the ESA staff already employed by the District.

Notwithstanding the above, the District may offer a full academic year school psychologist internship, with a 7.5 hour/day assignment. A School Psychologist Intern under these provisions will be paid a \$17,000 stipend.

## ARTICLE VI – LEAVES

### Section 1 – Leave Allowances

An employee shall accumulate leave allowance in proportion to the employee's FTE. Leave allowance shall be recorded in hours. All absences shall be reported to the employer. Whenever possible, absences should be reported prior to leave being taken. The district will produce a monthly absence summary for each employee, to be verified by the employee and the principal/supervisor.

#### A. Sick Leave

At the beginning of the school year each employee shall be credited with twelve (12) days of sick leave on the September warrant. The twelve (12) days may be used for illness, injury, emergencies, or family illness. The unused portion of such leave shall accumulate from year to year.

#### B. Personal Leave

Three (3) days of leave for personal business will be granted each year. The employee will determine what constitutes personal business. An employee will request Personal Leave by entering the leave request into the District's absence management system as early as possible, but no later than three (3) working days prior to the leave. If an employee intends to use three (3) or more consecutive days, the employee shall inform their supervisor at least ten (10) workdays in advance of the planned absences.

Unused and uncompensated personal business leave hours up to a maximum of three (3) days will automatically roll forward to the next academic year.

An employee may choose to receive compensation for up to three (3) days of unused personal business leave hours by submitting the Classified Personal Business Form (Appendix A). The employee will be paid at the employee's current hourly rate. Due to the excess compensation regulations of the Department of Retirement Systems, employees who are members of PERS Plan 1 must document equivalent hours of additional actual work for this compensation.

**Bus Drivers:** When requesting leave, bus drivers will use Frontline to record their absence and work directly with dispatch and their supervisor to make absence arrangements. In order to maintain District operations and use of personal business days, bus drivers shall pre-arrange personal business days with their supervisor and may access no more than one personal business day every 90 calendar days commencing with the first day of school. Exceptions may be authorized by the supervisor. If personal business days are not used, bus drivers may submit the Classified Personal Business form (Appendix A) for up to three (3) days, at their current rate of pay.

#### C. Bereavement Leave

Bereavement leave is the paid leave that reasonably follows the death of a family or household member or other such loved ones. Employees are entitled up to ten (10) days annually for bereavement leave for occasions within the immediate family (spouse, domestic partner, significant other, parent, grandparent, sibling, children, grandchildren, in-laws, or members of the employee's household). For other occasions, employees are entitled up to five (5) days annually for bereavement leave. Employees who may have a need for additional days due to extenuating or unusual circumstances may request additional days through Human Resources. No more than ten (10) days will be used annually for bereavement leave.



**D. Religious Observance Leave**

Employee's may request up to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization.

Employees whose religious affiliation requires observance of mandatory holy days during work hours may elect to charge part or all of these two days against their own sick/emergency leave balance.

**Section 2 – Sick-leave Conversion at Separation from Employment (Maximum 180 days)**

At the time of separation from the District, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full day's accrued leave for illness or injury. For purposes of this paragraph, "eligible employee" means (a) employees who separate from employment due to retirement or death; (b) employees who separate from employment and who are at least age fifty-five (55) and have at least ten (10) years of service under TRS or SERS plan 3; or (c) employees who separate from employment and who are at least age fifty-five (55) and have at least fifteen (15) years of service under the TRS, SERS or PERS plan 2. In lieu of remuneration for unused leave for illness or injury, the District shall, with equivalent funds, provide eligible employees a benefit plan that provides reimbursement for medical expenses (VEBA III Sick Leave Conversion Medical Reimbursement Plan). As a condition of participation under the plan, the employee shall sign an agreement with the District to hold the District harmless should the United States government find that the district or the employee is in debt to the United States as a result of the employee not paying income taxes due on the equivalent funds placed into the plan, or as a result of the district not withholding or deducting any tax, assessment, or other payment on such funds as required under federal law.

**Section 3 – Family and Medical Leave**

The District recognizes that the demands of the workplace and of families need to be balanced to promote family stability and economic security for District employees. All terms and conditions stated herein shall be consistent with applicable statutes.

**Family and Medical Leave Act (FMLA):** Each eligible District employee shall be entitled to up to twelve (12) work weeks in a twelve (12) month period of job-protected unpaid leave to:

- A. Care for the employee's child following birth, adoption, or placement of a foster child;
- B. Care for the employee's family or covered family member with a serious health condition; or
- C. Care for the employee's own serious health condition.

If both parents of a newborn, newly-adopted child or newly-placed foster child are employed by the District and both are eligible for family and medical leave (FML) under the FMLA, they are entitled to a combined total of twelve (12) work weeks of FML.

Eligible employees are entitled to take up to twenty-six (26) work weeks in a twelve (12) month period in certain military and servicemember-related circumstances.

Employees must have worked at least 1,250 hours for the District during the preceding twelve (12) months to qualify for FML under the FMLA.

An employee generally must request FML thirty (30) days in advance when the need is foreseeable. When the need for leave is foreseeable less than thirty (30) days in advance or is not foreseeable, employees must provide notice as soon as practical under the circumstances. Consistent with applicable

law, the District will request written verification from a health care provider of the employee's need for leave prior to approving FML, may ask for periodic updates regarding the ability to return to work, and may require a second medical opinion at District expense.

Unless prohibited by SEBB rules and regulations, the District shall continue to pay the statutory employer wage premium and the employee shall pay the statutory individual wage premium during the leave period.

**Intermittent Leave:** An employee may request intermittent or reduced schedule FML.

Family leave to care for or bond with a newborn child or for a newly placed adopted or foster child may only be taken intermittently or on a reduced schedule with the District's approval and must conclude within twelve (12) months after the birth or placement. If the newly born or newly placed child has a serious health condition, the employee has the right to take FML to care for the child intermittently, if medically necessary, and such leave is not subject to the twelve (12) month limitation.

An employee needing intermittent leave or reduced schedule leave for foreseeable medical treatments must make a reasonable effort to schedule leave so as not to unduly disrupt District operations, subject to the approval of the employee's health care provider.

When an "instructional employee" as defined by FML regulations needs intermittent leave or a reduced schedule to care for a family member with a serious health condition, or a covered servicemember with a serious injury or illness, or for the employee's own serious health condition, any of which is foreseeable based on planned medical treatment, the District may temporarily transfer the employee to an available alternative position that better accommodates the leave, consistent with FML regulations.

**Return from FML:** An "instructional employee," as defined by FML regulations, taking leave near the end of an academic term may be required to continue taking leave until the end of the term, consistent with FML regulations.

Upon returning from FML, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

#### **Section 4 – Washington State Paid Family and Medical Leave Act**

The District recognizes that the demands of the workplace and of families need to be balanced to promote family stability and economic security for District employees. All terms and conditions stated herein shall be consistent with applicable statutes.

Employees may qualify for up to twelve (12) to eighteen (18) work weeks of job-protected family and medical leave under the Washington Paid Family and Medical Leave Act (PFMLA) for certain family and medical reasons. PFML may be used at any time in the twelve (12) calendar months after the qualifying event. Covered family members and situations under PFML are not identical to those of FML.

PFML is administered by the Washington State Employment Security Department (ESD), not the District. Qualifying events, eligibility for the PFML benefit, and the amount of that benefit, are determined through the ESD. Employees are responsible for filing claims with the ESD, the District is responsible for providing employment verification, and payments will come from ESD.

To be eligible for PFML, an employee must have worked for eight hundred twenty (820) hours in Washington over:

- The first 4 of the last 5 calendar quarters; or
- The last 4 calendar quarters immediately before the application for leave.

## ARTICLE VI – LEAVES

Where FML also applies, PFML shall be used concurrently with FML, and may be used concurrently or consecutively with the employee's other leave entitlements as elected by the employee. Any paid leave used concurrently with PFML will be considered a supplemental benefit under the terms of PFML.

SEBB will maintain health insurance benefits during periods of approved PFML leave. Unless prohibited by SEBB rules and regulations, the District shall continue to pay the statutory employer wage premium and the employee shall pay the statutory individual wage premium during the leave period.

The District will annually notify employees about the benefits available under PFML. The District will provide employees with a known qualifying event a written statement of their rights, and upon request, discuss the intersections between various leave entitlements should an employee have questions regarding filing a claim with the ESD.

Upon returning from PFML, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

### Section 5 – Pregnancy Disability Leave

- A. An employee may use sick leave when unable to report to duty due to a temporary physical disability related to pregnancy, childbirth, miscarriage, or abortion.
- B. Documentation will not be required for the first thirty (30) working days of pregnancy disability leave. Sick leave may continue beyond thirty (30) working days with written verification of the employee's need from the medical provider. If an employee uses all of the employee's sick leave, the District will grant unpaid leave for the duration of the employee's temporary pregnancy disability.
- C. Employees intending to use pregnancy disability leave shall give the District reasonable notification.
- D. A pregnant employee may continue to work until, in the judgment of the employee's health provider, the employee's work or health are in any way impaired by the employee's condition.
- E. Following pregnancy disability leave, the employee in most cases will return to the same position, but in some cases the employee will be placed in a similar position for which the employee is qualified.
- F. If an employee requests FML, it will begin immediately following the pregnancy disability leave. Under Washington State law, the pregnancy disability portion of the employee's leave shall not count against the twelve (12) week entitlement under FMLA.
- G. Employees on pregnancy disability leave shall notify the District thirty (30) calendar days prior to the intended date of return.

### Section 6 – Parental Leave for Paternity or Adoption

When the employee is not the birth parent, the employee may request parental leave in case of the birth or adoption of a child. An employee may request to use up to thirty (30) days of sick leave each year. Employees intending to use parental leave shall give the District reasonable advance notification when possible. Parental leave must be taken full-time and consecutively unless an alternative schedule is approved by the superintendent or designee, or where intermittent or reduced leave is medically necessary. Parental leave shall run concurrently with any entitlement to Family and Medical Leave (FMLA).

**Section 7 – Leave Sharing**

The District shall provide a leave sharing program consistent with Chapter 392-136A WAC, as now or hereafter amended, and this Section. To increase awareness among employees, the conditions under which employees are eligible to receive or donate leave shall be posted on the Human Resources section of the District website and provided to employees on long-term leaves who may qualify for shared leave.

**A. Eligibility to Receive Shared Leave**

An employee may be eligible to receive shared leave if the Superintendent or designee has determined the employee meets the following conditions.

1. The employee:
  - a. suffers from or has a relative (WAC 392-136A-020) or household member (WAC 392-136A-020) suffering from an illness, injury, impairment or physical or mental condition that is extraordinary or severe in nature;
  - b. has been called to service in the uniformed services;
  - c. is a victim of domestic violence, sexual assault or stalking;
  - d. is a current member of the uniformed armed services or a veteran as defined by RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability;
  - e. has needed skills to assist in responding to a state of emergency which has been declared anywhere within the United States by the federal or any state government emergency, or its aftermath, and volunteers the employee's services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in a devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;
  - f. is a spouse of a current member of the uniformed armed services or a veteran as defined by RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appointment or treatment;
  - g. needs time for parental leave; or
  - h. Is sick or temporarily disabled because of pregnancy disability.
2. The condition(s) listed above has caused, or is likely to cause, the employee to go on leave without pay or terminate District employment;
3. The employee has exhausted, or will shortly exhaust, leave otherwise available for that purpose unless that employee qualifies under A.1.g or A.1.h above, in which case the employee may retain 40 hours of leave and still seek shared leave;
4. The employee has abided by District policies regarding the use of leave otherwise available for that purpose; and
5. If the injury or illness is work-related, the employee has diligently pursued and been found to be ineligible for benefits under Chapter 51.32 RCW.

**B. Maximum Amount of Leave Received**

An employee may not receive more than five hundred twenty-two (522) days of shared leave during total District employment. Other methods of accommodating an employee's needs such as

modified duty, modified hours, or special assignments in place of shared leave will be considered, consistent with state law, on a case-by-case basis.

**C. Documentation**

An employee will submit a Request to Receive Sick/Vacation Leave from Co-Workers Form along with documentation to support the request for shared leave, consistent with state law, before the District approves or disapproves the employee's request for shared leave.

**D. Donating Leave**

Employees may, with the approval of the Superintendent or designee, donate vacation leave or sick leave to another District employee, for circumstances outlined in this Section.

1. A leave donor who accrues vacation may donate any amount of accrued vacation provided the donation does not cause the leave donor's vacation balance to fall below ten (10) days. For the purpose of this section, vacation does not accrue if the leave donor receives compensation in lieu of accumulating a balance of vacation. Employees may not donate excess vacation that the leave donor would not be able to take because of an approaching date after which the annual leave cannot be used.
2. The leave donor must have accrued more than twenty-two (22) days of sick leave. The leave donor may not donate an amount of sick leave that will result in the leave donor's sick leave account going below twenty-two (22) days.
3. The donating employee will complete a Request to Transfer Sick/Vacation Leave from Co-Workers Form, available from Human Resources.
4. Any shared leave not used by the leave recipient during each incident or occurrence as determined by the District must be returned to the leave donor(s) and reinstated to the respective leave donor's or donors' appropriate leave balance(s).

E. Leave shall be calculated on a day-donated and day-received basis.

**Section 8 – Leave of Absence Without Pay**

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

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

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

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

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

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

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

### **Section 9 – Military Leave**

**Active Military Duty:** Every employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserves of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding fifteen (15) days during each calendar year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as the employee may be ordered to active training duty.

Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of privileges or pay. During the period of military leave, the employee shall receive normal pay.

**Extended Active Duty:** All present employees who have been called or volunteer (because of imminent compulsory duty) for active duty in the armed services of the United States, irrespective of a state or national emergency being declared, will accrue experience credits equal to what they would have had with continuous employment in the District to a maximum of two (2) years, providing they return to the School District at the beginning of the next school year after release from military duty. Additional time may be granted at the discretion of the Board of Directors. Special consideration may be given to employees who choose to enlist during time of national emergency.

A guarantee of re-employment after military leave is contingent upon notification to the Personnel Office at least four (4) months before the commencement of the next school year of the intent to return.

An employee does not waive any rights in the District if, after release from military service, the employee is employed in another school district for an interim period previous to the commencement of classes for the next school year.

All accumulated sick leave and other employee benefits will revert to the employee when the employee returns to the School District. However, no employee benefits will accrue during absence from the School District.

### **Section 10 – Jury Duty and Subpoena Leave**

Leaves of absence with pay shall be granted for jury duty. Any compensation, excluding travel and meals, received for jury duty performed on workdays shall be refunded to the District or be deducted from the employee's salary. The employee shall notify the District when notification to serve on jury duty is received.

Leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. If any witness fees, excluding travel and meals, are paid for court appearance during a workday, that amount shall be refunded to the District or deducted from the employee's regular pay. The employee shall notify the District when subpoenaed to appear in court.

**Section 11 – Attendance at Meetings, Conferences and Special Events**

Meetings, conferences, symposiums, seminars, and special events at which concerns vital to the profession are the subject of discussions or at which participation of the employee enhances the District's position are recognized by the District as an inherent part of the professional obligation of the employee.

Such leaves may be granted by request to the Superintendent of Schools on one of the following bases:

**A. Full Payment Leave**

Substitute and necessary expenses paid by the District – This category applies to employees authorized by the Board to represent the District at professional conferences, meetings, symposiums, and seminars.

**B. Partial Payment Leave**

1. Substitute paid by the District – Necessary expenses paid by the District, outside agency, or the employee.
2. Substitute not needed – Necessary expenses paid by the District, outside agency, or the employee.
3. Employee may petition the Superintendent for other partial payment arrangements.

**Section 12 – Association Leave**

Leave shall be granted to Association representatives for matters stemming from or related to the local bargaining relationship, including conferences and negotiations with the employer, contract administration and maintenance, investigation of grievances, preparation for the participation in grievance arbitration hearings, representation of the Mercer Island Education Association at the WEA Representative Assembly and attendance at workshops or other activities concerning labor relations and/or legislation related to wages, hours, and terms and conditions of employment of educational employees. The Association will reimburse the District for the cost of substitutes during such leave.

## ARTICLE VII – LAYOFF, ADVERSE EFFECT, AND RECALL

### Section 1 – Goals and Criteria

It is the responsibility of the Board of Directors of the Mercer Island School District to operate a quality educational program within the framework of state requirements and the financial resources available, and in so doing, determine the programs to be maintained and the number of employees to maintain them. Quality education for students, as well as fair and just treatment of employees, shall always be prime considerations.

If an educational program or service is to be reduced, modified, or eliminated, all employees, including those adversely affected, are to be listed in appropriate categories based on their assignment(s) in the District. The criterion for determining which employees are retained is seniority within the categories to which they have been assigned. This article defines seniority rules, timelines, and processes to be followed for layoff, adverse effect and recall.

### Section 2 – Program Reductions

- A. Following are the factors to be considered prior to designating which programs and services are to be reduced and which employees are to be retained. The factors used by the Superintendent in making recommendations to the Board of Directors on the educational programs or services to be provided by the District are as follows:
1. The funds available for use during the time span encompassed by the program or service recommendations.
    - a. The administration of the District will continuously seek funds from the local, state, and/or federal sources to supplement the funding from the normal sources.
    - b. The Board will adopt a budget annually. This action shall be considered verification that the Board is satisfied that a reasonable effort has been made to seek out, apply for, and negotiate for funds from all known sources.
    - c. The funds available for the implementation of the educational program or service may be reviewed by the Association. The review of anticipated and/or predicted funds available for the ensuing year may be conducted by a group consisting of the Association President, the Association's designated fiscal expert, the Superintendent and the Superintendent's fiscal expert.
    - d. Non-salary expenditures shall be reduced where practicable.
    - e. Programs dependent upon categorical support will be maintained within this support, where possible.
  2. The needs of students as determined by historical subject enrollments of students, District requirements for graduation, requirements for accreditation, and minimum program requirements in accordance with WAC 180-15-165 and RCW 28A.230.020 through .060.
  3. The positions needed to operate the educational program or services developed under 1 and 2 above.
- B. The administration will determine the number of staff necessary after taking into account:
1. Normal attrition;
  2. Applications for leave of absence; and



## ARTICLE VII – LAYOFF, ADVERSE EFFECT, AND RECALL

3. Accepting voluntary applications for part-time contracts where such staffing does not prove to be an impediment to the total program.
- C. The recommendations of the Superintendent to the Board of Directors shall be made available in writing to the official employee organization at the same time they are transmitted to the Board of Directors. The official employee organization shall have five (5) business days to review and respond to the Superintendent's recommendations to the Board of Directors.

### Section 3 – Seniority

- A. **Categories of Seniority:** The categories of seniority consist of the twenty-five (25) specific “Classified Salary Positions.” (See Appendix B.)
- B. **Qualifications Which Determine Eligibility for the Categories of Seniority:**
  1. The employee shall hold any license or other credential specified by law for the position; and
  2. The employee shall have prior satisfactory service in that category, in the District.
- C. **Seniority for Letters of Assignment:** All employees new to the District shall be issued Limited Letters of Assignment for the first three (3) years of employment in the District. Employees on a Limited Letter of Assignment shall not accrue seniority. An employee will be given a Letter of Assignment as they begin their fourth year and given seniority credit for any years worked, in specific categories, under a Limited Letter of Assignment. Employment which begins before March 1 will count as one (1) year of employment.
- D. **Seniority for Category Ranking:** Employees’ names will appear in all categories for which they have worked within the District, once they have been issued a Letter of Assignment. An employee’s seniority within a category shall be determined by total years of employment in that category. The employee shall be credited retroactively for years of service in each category upon receiving a Letter of Assignment. Employees hired prior to March 1 shall be credited for one year of service for that initial year.

Only employees on Letter of Assignment, or on approved leave during the current contract year, shall be eligible for seniority status within this Agreement when classified employees are laid off or adversely affected during the contract year.

- E. **Temporary Assignments:** Overload hours, McKinney Vento hours, leave replacement assignments, long term substitute assignments, and other temporary positions in excess of forty-five (45) days, which do not carry over from year to year, are temporary assignments and shall always be on a Limited Letter of Assignment. The assignment will apply toward seniority for non-temporary assignments in the same category, beginning in the fourth year.
- F. **Provisional Status:** Employees taking a position in a new category shall enter a one (1) year provisional status. During this period their seniority status in the new category is suspended and they will be placed on a Limited Letter of Assignment for one (1) year. The employee shall be credited for the year of provisional status when they receive a Letter of Assignment.
- G. **Tie Breaking Mechanism:** Where there is a tie for a particular position, the employee with the earliest date of hire within the District will receive preference. If there is still a tie, it shall be determined by the flip of a coin.
- H. **Prior Employees:** If an employee leaves the District, and returns to employment within one year, they do not lose credit for their previous years of service.
- I. **Employees on Leave:** Employees on leave will not receive credit for the time on leave but, upon the employee’s return, earlier length of service will be credited.

## ARTICLE VII – LAYOFF, ADVERSE EFFECT, AND RECALL

### Section 4 – Timeline for Notice of Seniority Ranking

- A. **Seniority Ranking:** Prior to February 20 of each school year, the Superintendent shall publish and distribute to all classified members a list ranking each employee by District experience (from greatest to least) in their appropriate categories of seniority. It is the responsibility of each employee to verify the employee's experience ranking and to report any dispute thereof in writing to the District and the Association by March 20, or the first working day after March 20.
- B. **Category:** The employee's appropriate seniority category(s) is/are the one(s) in which the employee has been assigned within the District.

### Section 5 – Layoff/Adverse Effect/Reduction in Force/Recall

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

- A. In the event the District anticipates a need to lay off employees, it shall notify the Association President no less than thirty (30) calendar days prior to separating or adversely impacting an employee under the provisions of this Article. The District and Association President shall subsequently meet to discuss the impact of the reductions and implementation of these provisions.
- B. As soon as possible after the District has decided a layoff is necessary, it shall update the Association on the positions to be eliminated, the positions to be reduced in hours, and the names of affected employees. Employees laid off under the provisions of this section shall be notified by the District in writing thirty (30) calendar days prior to the effective date of layoff.
- C. The District may reduce the total work hours of individual employees receiving a Letter of Assignment up to thirty (30) minutes per day, provided:
  - 1. A notice of the reduction comes before the open enrollment period for changes in insurance benefits and the reduction does not cause an employee qualified for health benefits to fall below the qualifying threshold; and
  - 2. Anyone reduced during the school year, or between school years, will be notified and offered additional time within their classification (by seniority) up to the amount of time reduced if that time becomes available within that school, within the following twelve (12) months.

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

- D. This section does not apply to the category of school bus driver.
- E. In the event that the District must place a classified employee in a lower paying category and/or reduce the hours and/or days worked, the employee may accept the following options:
  - 1. Accept the lower paying category;
  - 2. Accept reduced hours; or
  - 3. Accept layoff. (See Section 6.)
- F. If the employee accepts option 1 above, then the compensation shall remain at the existing level for a period of one-hundred twenty (120) days or until the end of the term of the current Letter of Assignment, whichever comes first.

## ARTICLE VII – LAYOFF, ADVERSE EFFECT, AND RECALL

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

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

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

### Section 6 – Notice of Layoff/Adverse/Reduction in Force

By June 10, or the first working day after June 10, the District shall issue notification of “Reasonable Assurance” for those employees who are expected to be offered Letters of Assignment for the coming school year.

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

### Section 7 – Recall

- A. Employees who have been laid off and adversely affected shall be placed in a recall pool for a period of not less than two (2) years (September 1 to August 31) after layoff or adverse effect. It shall be the responsibility of the employee who wishes to remain available for recall to furnish the District with the employee’s current email address and telephone number. Each person in the recall pool shall be considered an employee on leave of absence without pay status, with rights of reemployment when a position for which the employee qualifies becomes available.
- B. Employees in the recall pool shall be ranked by seniority in their appropriate seniority category or categories as defined under “Seniority” in Section 3 – Seniority.
- C. Available positions within each category shall be filled by employees, from the recall pool in the order of their seniority, the employee having the greater amount of seniority taking precedence over the one having less. The employee must accept the position offered or their unemployment benefits will be terminated and their name will be removed from all recall lists, if the offered position meets the following criteria:
1. The position is in the same category as the position that was lost;
  2. The position offered sustains the employee’s status of access to health benefits;
  3. The number of hours is within an average of one hour per day, compared to the position that was lost;
  4. The employee does not require extensive training on essential functions of the job; and
  5. The employee has the minimum qualifications and necessary skill sets as outlined in the job posting.

## ARTICLE VII – LAYOFF, ADVERSE EFFECT, AND RECALL

- D. If an employee in the recall pool is offered and accepts a position that does not meet criteria 2 and 3 above, the employee can remain in the recall pool until such time has passed that they are not eligible to be in the recall pool or their hours are restored such that 2 and 3 are fulfilled.
- E. Once an adversely affected employee accepts a recall offer, they no longer remain in the recall pool, as long as the new position does not cause the employee to fall beneath the threshold to qualify for health benefits, if they qualified in the prior position.
- F. Offers for positions made to employees in the recall pool shall be made via email and telephone. Upon receipt of such an offer for recall, employees shall have five (5) business days to accept or decline the recall offer. If no response is received, by the end of the five (5) business days, the offer will be rescinded and offered to the next most senior person in the recall pool for that category.
- G. If there is no qualified employee available in the recall pool, or if all qualified persons available decline the offer, the District can open the position to persons outside the recall pool.
- H. Classified employees who have been laid off and who request that their name be placed on the classified substitute list shall be put on a priority listing and will be called to substitute for long term substitute positions for which another substitute has not been requested/designated.
- I. An employee may remove their name from any recall list at any time.
- J. The employee's bargaining unit seniority prior to layoff shall be restored upon return to active employment within the bargaining unit, assuming such return is within two (2) years from adverse action.
- K. The District shall notify the Association President of each individual selected for recall as soon as possible.

## ARTICLE VIII – EVALUATION

### Section 1 – Classified Evaluation

- A. Philosophy:** Employee evaluation is a continuous process designed to maintain and, if needed, to improve employee performance by meaningful communication between the employee and the supervisor about agreed-upon work objectives and established criteria.
- B. Purpose:** In order to maintain and, if needed, to improve employee performance, the established criteria and mutually agreed-upon objectives shall be used to:
1. Effectively assess employees in the performance of their tasks;
  2. Allow employees to be contributing participants;
  3. Make employees aware of areas in which their performance equals or exceeds criteria;
  4. Make employees aware of areas in which there is need for improvement;
  5. Develop information for individual growth and career planning, for the opportunity for reclassification; and
  6. Provide a means of separating from employment employees who do not meet acceptable standards of performance.
- C. Criteria:**
1. **Performance of Assigned Tasks:** The employee shows proficiency in the basic skills required by the position; maintains the required technical knowledge; plans and organizes assigned tasks to achieve desired results; consistently completes assigned tasks in the appropriate time; maintains a high quality of work (neat, accurate, thorough); and makes decisions appropriate to the level of responsibility.
  2. **Ability to Work Under Supervision:** The employee works effectively under supervision, receives instruction and criticism positively, and accepts change reasonably.
  3. **Public and Staff Relationships:** The employee is courteous and discreet.
  4. **Punctuality:** The employee adheres to a prescribed schedule of working hours, leaves and breaks.
- D. Principles and Procedures for Evaluation:**
1. Employee performance shall be reviewed in terms of assigned tasks and the employee shall be informed in writing and/or by job description of the tasks to be performed.
  2. The immediate supervisor shall be responsible for evaluation of employees and is referred to as “the supervisor” for that reason in Article VIII. Employees shall be informed within the first thirty (30) calendar days of the school year who their immediate supervisor will be for the school year. New hires shall be informed in the New Employee Orientation process, as stated in Article IV, Section 10.D, of this Agreement.
  3. All employees new to the District or new to a position will be evaluated at the end of a ninety (90) calendar day period consistent with the provisions of Article V, Section 19.
  4. All employees will be evaluated at least once each year.

## ARTICLE VIII – EVALUATION

5. The supervisor shall initiate a conference for the purpose of developing an evaluation plan based on the established criteria (above) and mutually agreed upon work objectives.
6. The supervisor and employee shall use the evaluation form (Appendix C). The plan may be revised at any time by specific written agreement between the supervisor and the employee specifying the changes to be made.
7. The evaluation form (Appendix C) as part of this Agreement shall be used and completed in triplicate. The original is to be directed to the Human Resources Department and becomes part of the permanent file of the employee. One copy is given to the employee and one copy is kept by the supervisor.
8. The supervisor and employee shall both sign three (3) copies of the evaluation form (Appendix C). The employee shall have the opportunity to write in on all three (3) copies any comments the employee wishes to make. The signature of the employee indicates that the employee has read the evaluation and has discussed it with the supervisor. The signature does not necessarily mean that the employee is in agreement with it.

### Section 2 – Probation

Classified employees on a Letter of Assignment may be placed on probation consistent with the following:

- A. Determination of Probationary Condition:** If the supervisor determines, on the basis of the evaluative criteria, that the performance of an employee under the supervisor's supervision is unsatisfactory, the supervisor shall place the employee on a probationary status. The employee shall be given a Letter of Probation (Appendix C) from the supervisor which shall include the following information:
  1. Specific areas of performance deficiencies;
  2. Recommendations for improvement; and
  3. A statement indicating the duration of the probationary period which must be at least thirty (30) days, and that the purpose of the probationary period is to give the employee support and the opportunity to demonstrate improvement in the employee's area, or areas of deficiency.
- B. Procedures in Applying Probation Condition:**
  1. At or about the time of the delivery of a probationary letter, the supervisor shall hold a personal conference with the employee to discuss performance deficiencies and the remedial measures to be taken.
  2. At least one additional conference will be held during the probation period to evaluate the progress or lack of it made by the employee.
  3. The employee may be released from probation at any time if the employee has demonstrated improvement to the satisfaction of the supervisor in those areas specifically detailed in the employee's notice of probation. Written notice of release from probation shall be forwarded to the employee from the Superintendent or Personnel Director.
- C. Conclusion of Probationary Period:** At the end of the probationary period, the supervisor shall recommend to the Director of Personnel one of the following actions.
  1. That the employee has demonstrated sufficient improvement in the areas of deficiency stated in the employee's Letter of Probation to justify the removal of the probationary status; or

2. That the employee has not demonstrated sufficient improvement in the areas of deficiency stated in the employee's Letter of Probation and action should be taken to terminate the employee.

### Section 3 – Termination

In the event that the supervisor recommends at the end of the probationary period that the employee be terminated, a Human Resources administrator shall notify the employee in writing of the decision to be taken, along with supporting rationale.

### Section 4 – Evaluation of Supplemental Contracts

- A. Application:** This section shall apply to all employees who are issued supplemental contracts, except recess supervisors, but only to that area of assignment covered by the supplementary contract.
- B. Responsibility:** The evaluation of the employee shall be the responsibility of the building principal who may delegate this responsibility to associate principals.
- C. Criteria for evaluation:** The employee shall meet the objectives of the District by:
  1. Carrying out the policies and regulations of the school as they apply to the position;
  2. Demonstrating leadership in the assignment by outlining clear programs stimulating improvement and inspiring enthusiasm;
  3. Demonstrating ability in the areas of organization, planning, evaluating and decision-making, including administering budgets;
  4. Making a conscious effort to maintain a positive relationship with other school employees, parents, and students; and
  5. Demonstrating knowledge of the specialized skills necessary for performing the assignment.
- D. Procedures for Evaluation:** The evaluation of employees is considered to be a continuous process based on joint participation by the evaluator and the employee in the following three-phase cycle: Phase I – Planning for Evaluation; Phase II – Collecting Information; and Phase III – Using Information. This three-phase process is designed to be cyclical in nature, with Phase III leading back to Phase I. Activities associated with a particular phase may overlap those of either of the other two phases.

**Responsibility:** The primary responsibility for initiation of the evaluation process lies with the employee. If the employee fails to initiate the process by October 1 of each school year or prior to two (2) weeks before the start of the assignment, whichever is later, the evaluator will arrange a conference with the employee to work out the evaluation plan. Such conference shall be held prior to October 15 of that year or prior to the start of the assignment, whichever is later.

**Time span of evaluation plan:** A plan for evaluation shall focus on the current year's assignment but may also encompass any agreed upon period of time not to exceed one (1) year.

#### Phase I – Planning for Evaluation

The initial step in the evaluation process shall be a conference between the employee and the evaluator to outline a plan for evaluation. This plan shall include but not be limited to:

1. Mutually agreed-upon objectives based on the evaluative criteria contained in this policy;

## ARTICLE VIII – EVALUATION

2. Agreement on who will be involved in the evaluation process;
3. Agreement on time span the plan is to cover;
4. Agreement on periodic review and future possible adjustments to the original plans; and
5. Seeking the assistance of (a) a third party acceptable to both the evaluator and the employee to make binding recommendations, or (b) the immediate superior of the evaluator, to make binding recommendations if the evaluator and employee cannot agree on a plan or portion thereof.

### **Phase II – Collecting Information**

During the time span of the plan and at such intervals as may be designated in the plan, information shall be collected relative to the progress of the employee in implementing the plan.

### **Phase III – Using Information**

At the conclusion of the time span of the plan and/or at intervals designed in the plan, a conference shall be held between the employee and the evaluator concerning the analysis and interpretation of the information collected. The progress made toward the stated objectives of the plan and/or any necessary modifications of the plan shall be covered in this conference. A decision shall be made regarding future steps to be undertaken.

### **Section 5 – Evaluation of Supplemental Contracts for Coaches at the Secondary Level**

Administrators will convene preseason and postseason meetings with athletic and club sport coaches to set expectations, length of contract and provide feedback on performance.

- A. When an administrator perceives a performance issue, the administrator will share with, and document concerns for, the coach.
- B. The coach shall be provided an opportunity to assess the coach's performance and to respond to any concerns the administrator has expressed.

Within 30 days of the post season coaches meeting and not later than June 1, the administrator will make a final determination regarding the issuance of the supplemental for the next year and communicate this in writing to the coach.



## **ARTICLE IX – DRUG/ALCOHOL TESTING PROGRAM**

### **Section 1 – Drug Free Workplace**

The parties commit to working together to support programs that foster a safe and drug-free workplace and learning environment and to comply with the Federal Motor Carrier Safety Administration (FMCSA) Mandated Drug and Alcohol Testing Program pertaining to bus drivers.

The District is committed to and the Association is supportive of providing all employees with information required by the Drug-Free Workplace Act, specifically the dangers of drug abuse and the penalties that may be imposed for drug abuse violations and information about the District's wellness program. Further, the District is committed to and the Association is supportive of providing all affected employees with information required by the Federal Motor Carrier Safety Administration Mandated Drug and Alcohol Testing Program, and the information contained in Administrative Policy 5202, Procedure 5202P and Form 5202F. Training will be provided on 5202F, 5202P, and Policy 5202 before an employee or new hire is required to submit 5202F.

The parties share a commitment to safe conditions for students, employees and the public, and also share an interest in making the requirements of 5202F non-intrusive and not unduly burdensome to affected employees.

Employees will be required to submit 5202F after receiving training on the purpose of and expectations related to the form, and when circumstances warrant such filing. Employees will be given reasonable time after such training to take the necessary steps to comply.

In the event that any bargaining unit member is alleged to have violated Administrative Policy 5202, 5202P or 5202F, the employee retains the rights and protections set forth in the parties' collective bargaining agreement and in law, and the parties agree to follow applicable provisions of the collective bargaining agreement and applicable laws, rules and regulations.

The parties agree that when employees are concerned about their prescriptions including but not limited to prescribed controlled substances that may adversely affect an employee's ability to safely and productively perform the functions of the employee's job, they are encouraged to discuss those concerns with a licensed medical practitioner.

Any staff member who violates any aspect of Board Policy 5201 may be subject to disciplinary action. As a condition of eligibility for reinstatement, an employee may be required to satisfactorily complete a drug abuse assistance and/or rehabilitation or treatment program approved by the District, at the employee's expense; however, an employee who is found to have engaged in any behaviors described in Board Policy 5201 is not guaranteed reinstatement, nor does the District incur any financial obligation for treatment or rehabilitation ordered as a condition of eligibility for reinstatement.

### **Section 2 – Drug and Alcohol Testing Program**

The implementation of the federally mandated drug and alcohol testing program for commercial driver-licensed employees (Bus Drivers) engaged in safety-sensitive work constitutes "terms of employment" under the agreement.

#### **A. General Statement**

The District has developed and will maintain a testing program that is in compliance with all applicable federal laws and regulations. The District has contracted with a vendor to provide medical review officer services, sample collection services, qualified testing laboratories, random selection and record retention services that meet all applicable laws and regulations. Any vendor selected by the District in the future, should a decision be made to change vendors, will meet the same standards after consultation with the Association.

## ARTICLE IX – DRUG/ALCOHOL TESTING PROGRAM

### B. Specific Understandings

1. The parties acknowledge that Board Policy 5202 and the accompanying Administrative Procedure 5202P shall govern the administration of the testing program. The parties further acknowledge that laws and regulations supersede Board Policy and Administrative Procedures, and that the District's drug and alcohol testing program shall be conducted in accordance with and employees shall retain all rights under such laws and regulations.
2. Employees selected for random testing shall be determined by a blind, confidential selection process administered by the vendor in accordance with Board Policy 5202, Administrative Procedure 5202P and all applicable laws and regulations.
3. The privacy of tested employees shall be safeguarded in a manner that is consistent with all applicable laws and regulations.
4. Any disciplinary action or discharge that is a consequence of an employee's results on a drug or alcohol test shall be in accordance with collective bargaining agreement provisions (including but not limited to the "just cause" and due process provisions), Board policy and procedure, and all applicable laws and regulations.
5. Consequences of an employee's test results showing a blood alcohol level of between .02 and .04 include the employee not being permitted to drive until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following the administration of the test. Further disciplinary action or intervention or other prescriptive action may be taken, especially for multiple test results falling within the range of .02 to .04.
6. An employee's use or possession of a controlled substance other than marijuana in accordance with a current prescription shall not constitute a violation of Board Policy or Administrative Procedure unless such use adversely affects the employee's ability to perform the employee's duties in a safe and productive manner. Consequences of an employee's test result showing a blood alcohol level of greater than .04 or positive controlled-substance drug test include:
  - Referral to and evaluation by a substance abuse professional, who shall determine what, if any assistance is needed by the employee;
  - Retesting, with a blood alcohol level of less than .02 for alcohol-related test failure, or a verified negative drug test for controlled-substance related test failures, before the employee is allowed to return to work; and
  - A follow-up evaluation with the substance abuse professional to determine that the employee has followed the recommended assistance program, when one has been recommended, and follow-up unannounced testing to include at a minimum six (6) unannounced tests within the driver's first twelve (12) months following the driver's return to work.
7. Compliance with the testing program is a condition of employment. Any refusal to undergo a test as required and defined by law and in accordance with Board Policy 5202 and Administrative Procedure 5202P shall be considered a positive test and handled accordingly. An adulterated sample shall be considered a refusal to test, a deliberate obstruction to the testing, and subject the employee to immediate suspension without pay and a recommendation for termination.
8. For "random" and "for cause" testing, the District shall consider the employee to be on paid time and shall instruct the employee how the time shall be documented.
9. The District shall bear the costs of "random" and "for cause" testing. All other testing, including pre-employment, return to work and follow-up tests, including the use of a split

## ARTICLE IX – DRUG/ALCOHOL TESTING PROGRAM

sample, shall be borne by the employee, unless the split-sample test comes back negative. In this case, the cost shall be borne by the District.

10. All required assessment and subsequent treatment, if any, shall be at the employee's expense. Any available medical or other health benefits may be used to reduce these costs, as may the services of the employee assistance program.
11. Any violation shall be subject to the just cause provision of the collective bargaining agreement (Article IV, Section 3).

## ARTICLE X – GRIEVANCE PROCEDURES

### Section 1 – Purpose

The purpose of this article is to provide for the orderly and timely adjustment of grievances of individual employees and of the Association.

### Section 2 – Definitions

As used through this statement:

A “**Grievance**” shall mean a claim by an individual employee or a group of employees or by the Association that the collective bargaining agreement between the District and the Association has been violated, misinterpreted, misapplied, applied unevenly or unfairly, or not applied, or that there exists conditions which unduly endanger the health and safety of the employee.

“**Grievant**” is a term designating the individual employee, the group of employees, or the Association of the District having a grievance.

“**Grievance forms**” means printed forms used in the process of establishing and adjusting a grievance under this procedure.

“**Days**” means workdays as they apply to the position of the grievant. Holidays and vacation days of the grievant shall not be included. If the grievance is not concluded by the end of the student school year the timelines will continue into the summer counting business days as days.

### Section 3 – General Conditions

- A. **Time limit:** The adjustment of grievances shall be accomplished as rapidly as possible. Under unusual circumstances, the time limits prescribed in this statement may be extended by mutual consent of the grievant and the person or persons by whom the grievance is being considered.
- B. **Time limit for filing and appeal:** Any written disposition of a grievance which results from a hearing conducted under any of the steps described in this statement (Section 4, Procedures) shall be officially recorded as the final disposition of the grievance unless, within seven (7) school calendar days from the date of receiving the disposition, the grievant files the grievant's intent to utilize the next step available to the grievant.
- C. **Representation:** Any grievant shall have the right at any time to present grievances and to utilize each step of the grievance procedure, excluding Step 3, with counsel of the grievant's own choice, so long as the disposition of the grievance does not conflict with the terms of this Agreement and the Association has been given the opportunity to be present at all meetings, hearings, and proceedings between the grievant and the District pertaining to the grievance. If the grievant so requests, the grievant may be represented at each formal step in the procedure by a representative of the Association; however, the Association shall not be obligated to represent any grievant at any step in the procedure and whether it does so shall lie within its sole discretion. The Association shall be given the opportunity to have its representative present at all meetings, hearings, and proceedings, and shall be notified in writing as to the disposition of the grievances. If an aggrieved party is not represented by the Association, the Association shall have the right to be present.
- D. **Confidentiality:** All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily disclosed by any participant, or by any employee or director of the District during the grievance adjusting process. The grievance forms and the final adjustment thereof shall be maintained as a permanent record in the custody of the Superintendent. All other

## ARTICLE X – GRIEVANCE PROCEDURES

documents, communications, and records dealing with the grievance shall be filed separately from the grievant personnel file and shall be destroyed no more than seven (7) years from the date of the final adjustment decision. If the grievant so requests in writing, a record of the final adjustment of the grievance may be placed in the grievant's personnel file.

- E. **Freedom from reprisal:** Individuals who participate as parties to an adjustment proceeding, whether as grievant, witnesses, representatives of the Association, or otherwise, shall not suffer any restraint, interference, discrimination, coercion or reprisal on account of their participation in the process.
- F. **Mutual assistance in investigations:** All parties to a grievance shall cooperate and furnish to one another, on request, information in their possession germane to the grievance.
- G. **Release from duty:** All meetings, hearings, appeals, or other proceedings relating to the grievance adjusting process shall be scheduled outside of the normal school day, whenever possible. However, whenever a meeting, a hearing, an appeal, or other proceedings related to a grievance adjusting process require an employee's absence from the employee's regular duty assignment, the employee shall be released from such assignment without loss of pay or without other penalty.

### Section 4 – Grievance Procedure

The adjustment of grievances shall be accomplished as rapidly as is possible in order to resolve the grievance promptly. To expedite resolution, the written grievance (Appendix A - Form A) shall be initiated within sixty (60) days following the events or occurrence upon which the grievance is based, or from the date when the grievant knew or should reasonably have had knowledge of its occurrence. Grievances related to salary must be filed within this sixty (60) day time period and shall not require correction or back pay for any period greater than one (1) calendar year from the date of the actual event.

The number of days within which each step is prescribed to be accomplished shall be considered a maximum and every effort shall be made to expedite the process. Failure of either party to meet the appropriate time limits shall be cause for the grievance to be sustained or denied.

- Step 1:** An employee with a grievance shall be encouraged by the Association and the employer to discuss the grievance with the employee's immediate supervisor and every effort shall be made to resolve the grievance at this level in an informal manner. If the employee is dissatisfied with the outcome of the initial private conference(s), the employee may request a formal conference with the immediate supervisor by reducing the grievance to writing defining facts and issues (Appendix A – Form A). This formal conference shall occur within seven (7) days after the immediate supervisor has received the written complaint. A written response (Appendix A – Form B), with supporting rationale, shall be forwarded to the grievant from the immediate supervisor within seven (7) days after the formal conference.

Nothing herein shall at any time or in any way mean that an employee does not have the right to confer with or ask the Association to process the employee's grievance at that point.

- Step 2:** If the grievance is not resolved to the satisfaction of the grievant under Step 1, the grievant may, within seven (7) days after the receipt of the written report of the formal conference (Appendix A – Form B), refer the grievance to the Superintendent by submitting a copy of the Grievance Review Request Form (Appendix A - Form B) to that office. Within three (3) days after the receipt of the Grievance Review Request Form (Appendix A – Form B), the Superintendent will either accept responsibility for revising the grievance or assign another District administrator to review the grievance. The Superintendent or designee will meet with the grievant, and any

## ARTICLE X – GRIEVANCE PROCEDURES

representatives or witnesses the District, grievant, Association, Superintendent, or designee wish to be present, within ten (10) days of receiving the Grievance Review Request Form (Appendix A - Form B). The grievant may be represented at the meeting by such parties as the grievant feels necessary. The Association has the right to be present at such a meeting. The Superintendent or designee will submit a decision, with supporting rationale on the grievance, in a written notice (Appendix A - Form C) within seven (7) days after the grievance review meeting. The report will be provided to the employee and the Association. At the request of the grievant, a meeting with the Step Two official (the Superintendent or designee) will be held to discuss the grievance response. This decision shall be the final disposition of the grievance, except as noted below.

**Step 3:** If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue to final and binding arbitration by providing written notice (Appendix A - Form D) to the Superintendent within ten (10) days following the Association's receipt of the District's final decision at Step 2 (Appendix A - Form C). Within seven (7) days of notification that the dispute is submitted for arbitration, the District and the Association shall attempt to agree on an arbitrator. If the District and the Association fail to agree on an arbitrator, the Association shall file for arbitration with either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) under their labor arbitration rules. Upon receipt of a list of arbitrators from either AAA or FMCS, the parties will use the "strike" method of selecting an arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall only be authorized to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration of the issue in dispute.

Each party shall pay any compensation and expenses relating to its own witnesses or representatives. The total fees and expenses of the arbitrator shall be shared equally by the District and the Association. The total fees and expenses of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic fees and expenses.

## **ARTICLE XI – SALARIES AND COMPLIANCE**

The parties acknowledge the necessity for the District to comply with state compensation limitations. The parties intend that nothing in this agreement will operate to preclude the District from complying with state compensation laws nor to vest employees with compensation in excess of that provided for by law or applicable regulation. Accordingly, the parties acknowledge that the District retains the authority to make equitable compensation adjustments in order to ensure compliance with applicable laws and regulations. Before any adjustments are made, the District will consult with the Association and share all calculated data.

**ARTICLE XII – TERMS OF AGREEMENT**

This Agreement is effective as of September 1, 2023, and, except as noted, shall be binding upon the Board, the Association, and their members and shall remain in full force and effect through August 31, 2024.

This Agreement shall automatically be renewed after August 31, 2024, from year to year and shall be binding for additional periods of time unless either the Board or the Association gives written notice to the other not later than ninety (90) days prior to the aforesaid expiration date of the Agreement of its desire to modify the Agreement for a successive term or to terminate the Agreement.

The parties have made this agreement based on the legal and financial authority of the District at the time of its negotiation. The compensation and staffing provisions of this Agreement may be reopened by either the District or the Association if any of the following events were to occur:

- A. Failure of the voters to support an enrichment levy such that the District does not receive two levy collections in the applicable school year;
- B. The state legislature waives or amends statutory limitations on increases in non-supervisory certificated employee compensation;
- C. The state legislature does not fund an inflationary adjustment in salary allocation levels for part or all of an applicable school year; or
- D. The state legislature adds, removes or amends the present salary limitations; increases or decreases funding for salaries; or changes the manner and flexibility in which funding may be used, including local revenue and state funding.

Insurance benefits may likewise be reopened in the event state benefit laws are voided, removed or modified.

**EXECUTION/SIGNATURES**

Executed \_\_\_ day of \_\_\_\_\_, 2023, at Mercer Island by the undersigned officers by authority of and on behalf of the Mercer Island Board of Directors and the Association.

**MERCER ISLAND EDUCATION ASSOCIATION**

**MERCER ISLAND SCHOOL DISTRICT**

**S/**  
\_\_\_\_\_  
**Sally Loeser, President**

**S/**  
\_\_\_\_\_  
**Fred Rundle, Superintendent**

**S/**  
\_\_\_\_\_  
**Susan Hamp, Lead Bargainer**

**S/**  
\_\_\_\_\_  
**Erin Battersby, Executive Director**

**NEGOTIATING TEAM:**

- Shannon Allen**
- Andy Hamp**
- Susan Hamp**
- Sally Loeser**
- Anna Morzinski**
- Elizabeth Ohvall**
- Elizabeth Premo**
- Chantel Torrey**
- Kate Yoder**

- Erin Battersby**
- Rosie Burns**
- Macaulay Dukes**
- Weston Lucas**
- Aaron Miller**
- Buzz Porter**
- Jamie Prescott**
- Jon Wollmuth**



**APPENDIX A: FORMS**

**This appendix is an integral part of the collective bargaining agreement.**



Letter of Assignment



**Mercer Island School District #400**

4160 86th Avenue Southeast  
 Mercer Island, Washington 98040-4196

**CLASSIFIED LETTER OF ASSIGNMENT  
 2023-2024**

Date:

Name:

Position	Building	Hourly Rate	Job Type	Paid Days (Work Days+Holidays)	Hours	Minutes	Start Date	End Date	Annual Salary

If hired for a fourth year, employees shall be issued a Letter of Assignment for any (all) assignment(s) not in a new category and given seniority credit for any years worked. Employment which begins before March 1 will count as one year of employment.

The salary provision in this Letter of Assignment may be subject to adjustment in accordance with the current Collective Bargaining Agreement (CBA) between the District and MIEA. Please reference the current CBA, found on the [District website](#), for salary schedules and other details pertinent to employment by the District

  
 \_\_\_\_\_  
 Secretary to the Board

MERCER ISLAND SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER

**DISTRIBUTION: Employee / Personnel File**

Limited Letter of Assignment



**Mercer Island School District #400**

4160 86th Avenue Southeast  
 Mercer Island, Washington 98040-4196

**CLASSIFIED LIMITED LETTER OF ASSIGNMENT  
 2023-2024**

Date:

Name:


Position	Building	Hourly Rate	Job Type	Paid Days (Work Days+Holidays)	Hours	Minutes	Start Date	End Date	Annual Salary

The following classified employees shall be issued a Limited Letters of Assignment:

- Classified employees new to the District for the first three (3) years of District employment;
- Classified employees who have: (a) been hired to fill a position temporarily vacant due to leave of absence or sabbatical leave; or (b) been hired to fill a position created for a temporary situation or need.
- Classified employees who are on a Letter of Assignment who take a position in a new category will be placed on a Limited Letter of Assignment for one (1) year.

A Limited Letter of Assignment shall not be issued for less than forty-five (45) workdays and is limited to the current year. Employees on a Limited letter of Assignment are not guaranteed continued employment or afforded layoff, adverse effect and recall. If hired for a fourth year, employees shall be issued a Letter of Assignment for any (all) assignment(s) not in a new category (see the third bullet point above) and given seniority credit for any years worked. Employment which begins before March 1 will count as one year of employment.

The salary provision in this Limited Letter of Assignment may be subject to adjustment in accordance with the current Collective Bargaining Agreement (CBA) between the District and MIEA. Please reference the current CBA, found on the [District website](#), for salary schedules and other details pertinent to employment by the District

  
 \_\_\_\_\_  
 Secretary to the Board

MERCER ISLAND SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER

**DISTRIBUTION: Employee / Personnel File**

**Mercer Island School District**

**Classified Site Orientation**

Welcome to Mercer Island School District!

An important part of the orientation to your position with the Mercer Island School District is meeting with your building-level administrator or designee prior to assuming duties. This meeting is designed to review pertinent building-level orientation information. Please have the building-level administrator or designee initial each orientation activity below.

The agenda for this orientation will include, but not be limited to an overview of the following topics as they relate to the employee’s specific position:

- \_\_\_\_\_ Assignment of evaluator and the evaluation system for classified staff;
- \_\_\_\_\_ Job responsibilities and expectations;
- \_\_\_\_\_ Plan for making up missed breaks due to unforeseen job-related circumstances (Appendix A, Forms)
- \_\_\_\_\_ Supervisory staff and building or worksite staff;
- \_\_\_\_\_ Opportunities for Optional Work/Training Hours and how to access them at the worksite;
- \_\_\_\_\_ Opportunities for Technology Training Hours and how to access them at the worksite;
- \_\_\_\_\_ Tour of building, facilities and school grounds;
- \_\_\_\_\_ Access to computers, email, mailboxes, phones, and other job-related equipment;
- \_\_\_\_\_ Access to the staff handbook and its key contents;
- \_\_\_\_\_ Logistical information for employee’s work time (time carding, breaks, workday expectations);
- \_\_\_\_\_ Mentor and mentoring plan for the building or work site; and
- \_\_\_\_\_ Space for personal items.

Again, welcome to Mercer Island School District. We are excited to work with you as you begin your journey with the District team!

**Building-Level Orientation has been completed:**

_____	_____	_____
(Signature of Employee)	(Print Employee Name)	(Date)

_____	_____	_____
(Signature of Administrator/Designee)	(Building)	(Date)

Cc: Personnel  
New Employee  
Building Administrator

**Mercer Island School District**

**Plan for Missed Breaks Due to Unforeseen Job-Related Circumstances**

Employee's Name \_\_\_\_\_ Site \_\_\_\_\_

In order to be proactive when faced with unexpected job-related circumstances that necessitate missed breaks, all classified employees will provide their supervisor with a plan to make them up, using the following template:

Should unforeseen job-related circumstances cause me to miss my planned breaks, I will take my missed break/lunch from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

Classified Employee: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Supervisor: \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

Mercer Island School District

Classified 24 Hour Optional Work and Training Agreement

Employee Name \_\_\_\_\_  
 (First) (Last)

Employee Number \_\_\_\_\_

Projected Activity	Estimated Hours	Date Completed	Actual Hours
<b>Total</b>			

Example of Activities:

Attend Summer Institute	Self-Directed Study (Please Specify)	Office, School Office, Work Environment Setup/Prep
Professional Growth Day(s) Activities	After Hours Activities (Please Specify)	Attend Meetings/Faculty Meetings
Attend Workshop(s) (Please Specify)	Classroom Setup/Prep	Safety Training (CPR, First Aid, Restraint, etc.)
Attend Class(es) (Please Specify)	Display Setup/Prep	Special Project(s) (Please Specify)
Collaborate with Classroom Teacher		Right Response Training

Employees and supervisors are encouraged to consider using optional hours for training that address the safety of employees, students and schools, provided that for certain positions safety training may be required and provided as mandatory work hours rather than optional hours.

\_\_\_\_\_  
 (Employee Signature)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Supervisor Signature)

\_\_\_\_\_  
 (Date)

**Mercer Island School District**

**Employee’s Record of Completed 24 Hour Optional Work and Training**

- The employee is responsible for keeping a record of hours submitted on Time Reports
- Hours should be entered in quarter hour increments (i.e. – one hour thirty minutes entered as 1.5 hours)
- As per the agreement, hours not worked, or planned and approved by February 28 will be reallocated to the site for pooling
  -

Completed Activity	Hours Entered on Time Report	Payroll Cut-off Date

Employees and supervisors are encouraged to consider using optional hours for training that address the safety of employees, students and schools, provided that for certain positions safety training may be required and provided as mandatory work hours rather than optional hours.



**Mercer Island School District No. 400**

**Classified Personal Business Hours Form**

Three (3) days of leave for personal business will be granted each year. Unused and uncompensated personal business leave hours up to a maximum of three (3) days will automatically roll forward to the next academic year. An employee may choose to receive compensation for up to three (3) days of unused personal business leave hours by submitting this form for payment at the **employee's current hourly rate of pay**.

Due to the excess compensation regulations of the Department of Retirement Systems, PERS Plan 1 members must document on this form equivalent hours of additional actual work for this compensation.

Personal business balances can be found online via [Employee Access](#).

**NOTE:** Payment for personal business hours compensation will be included in the August payroll warrant. To be honored, this Form must be returned to the Payroll Office on or before June 30.

**Employee Name:** \_\_\_\_\_

**District Work Location:** \_\_\_\_\_

**Notice of Intent:**

I, \_\_\_\_\_, elect to be compensated for \_\_\_\_\_ number of  
*Employee Name* *Hours*  
personal leave hours. I understand and agree that my personal leave hour balance will be reduced by this amount.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**RETURN THIS FORM TO THE PAYROLL OFFICE BY JUNE 30**

FORM A

**Mercer Island School District  
and  
Mercer Island Education Association**

**Grievance Form A: Complaint by the Aggrieved**

*Type or Print:*

Aggrieved Person: \_\_\_\_\_ Date of formal presentation: \_\_\_\_\_

Home Address of Aggrieved Person: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

School/Building: \_\_\_\_\_ Immediate Supervisor: \_\_\_\_\_

Association Representative: \_\_\_\_\_  
(Signature)

**STATEMENT OF GRIEVANCE (to include facts and issues):**

**Relief Sought:**

\_\_\_\_\_  
(Signature of Aggrieved)

Distribution:  
Association Representative  
Immediate Supervisor  
Association  
Grievant

FORM B

**Mercer Island School District  
and  
Mercer Island Education Association**

**Grievance Form B: Decision of Immediate Supervisor**

*(To be completed by the immediate supervisor within seven (7) days after hearing the grievance)*

Type or Print:

Aggrieved Person: \_\_\_\_\_

Date of formal presentation: \_\_\_\_\_

School/Building: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

**DECISION OF IMMEDIATE SUPERVISOR AND SUPPORTING RATIONALE:**

Date of Decision: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Immediate Supervisor)

**AGGRIEVED PERSON'S RESPONSE:**

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I hereby refer the above decision to the Superintendent for review.

Date of Response: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Aggrieved)

Distribution:

- Association Representative
- Immediate Supervisor
- Association
- Grievant

FORM C

**Mercer Island School District  
and  
Mercer Island Education Association**

**Grievance Form C: Decision by Superintendent or Designee**

*(To be completed by the Superintendent or Designee within seven (7) days after the Step 2 grievance review meeting)*

Type or Print:

Aggrieved Person: \_\_\_\_\_

Date Appeal Received

By Superintendent: \_\_\_\_\_

Date of Step 2 Grievance Review Meeting: \_\_\_\_\_

**DECISION OF SUPERINTENDENT OR DESIGNEE AND SUPPORTING RATIONALE THEREFORE:**

Date of Decision: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Superintendent or Designee)

**AGGRIEVED PERSON'S RESPONSE:** *(To be completed by Aggrieved within ten (10) days of Superintendent's or Designee's Step Two decision)*

\_\_\_\_\_ I accept the above decision by the Superintendent or Designee.

\_\_\_\_\_ I hereby submit this grievance to arbitration.

Date of Response: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Aggrieved, or of Association President or Designee)

Distribution:

Association

Grievant

FORM D

**Mercer Island School District**

**Grievance Form D: Decision Regarding Arbitration**

*(To be completed by the Association President or Designee within ten (10) days following the Step 2 grievance review meeting)*

Type or Print:

Aggrieved Person: \_\_\_\_\_

Association President or Designee: \_\_\_\_\_

**DETERMINATION BY ASSOCIATION:**

\_\_\_\_\_ The Association, through its designated bodies, has determined not to submit this grievance to arbitration.

\_\_\_\_\_ The Association, through its designated bodies, has determined that this grievance is meritorious and that submitting it to arbitration is in the best interests of the school system. The grievance therefore is hereby submitted to arbitration.

\_\_\_\_\_  
Signature of Association President or Designee

\_\_\_\_\_  
Date of Determination to Submit to Arbitration

**SELECTION OF THE ARBITRATOR:**

(To be completed by the Superintendent and Association President or Designee within seven (7) days after the determination to submit to arbitration).

The parties have agreed upon and selected \_\_\_\_\_ as the arbitrator to whom the grievance is hereby submitted.

Date of Designation: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Superintendent)

\_\_\_\_\_  
(Signature of Association President or Designee)

Distribution:  
Association  
Superintendent  
Grievant

## **APPENDIX B: SCHEDULES**

**This Appendix is an integral part of the collective bargaining agreement.**

**Mercer Island School District**

**Categories of Seniority**

Category 1 <b>Library Clerk</b>	Category 13 <b>Technology Specialist</b>
Category 2 <b>Paraprofessional Special Education ELD Title LAP HS Library/Textbook Secretary Student Absentee Liaison</b>	Category 14 <b>Athletic Trainer</b>
Category 3 <b>Health Playground/Student Supervisor</b>	Category 15 <b>Licensed Practical Nurse</b>
Category 4 <b>HS Building/Activities Coordinator</b>	Category 16 <b>Registered Nurse</b>
Category 5 <b>Secretary Head Secretary</b>	Category 17 <b>Flagger</b>
Category 6 <b>Security Liaison</b>	Category 18 <b>Bus Driver</b>
Category 7 <b>Paraprofessional, SLPA</b>	Category 19 <b>Dispatcher</b>
Category 8 <b>Middle School Registrar</b>	Category 20 <b>Lot Attendant</b>
Category 9 <b>High School Registrar</b>	Category 21 <b>Bus Driver Instructor</b>
Category 10 <b>Accounting Clerk</b>	Category 22 <b>Sign Language Interpreter</b>
Category 11 <b>Administrative Assistant</b>	Category 23 <b>Administrative Assistant II</b>
Category 12 <b>Publishing Specialist</b>	Category 24 <b>Administrative Ass't/Student Record Coordinator</b>
	Category 25 <b>Mental Health Counselor</b>
	Category 26 <b>Custodians</b>
	Category 27 <b>COTA</b>

**Mercer Island School District #400  
MIEA Classified Salary Schedule  
September 1, 2023, to August 31, 2024**

**Hourly Rate**

POSITION		EXPERIENCE					
		1	2	3	6	10	15
1	Library Clerk Paraprofessional Paraprofessional, (SPED, ESL, Title, LAP, Health) Playground/Student Supervisor	28.31	29.39	30.48	30.69	30.87	31.65
2	HS Bldg/Activities Coord HS Library Secretary Secretary Security Liaison Student Absentee Liaison	31.56	33.10	34.65	34.85	35.04	35.83
3	Flagger	32.05	32.87	33.63	33.83	34.03	34.81
4	Head Secretary High School Registrar Middle School Registrar	32.60	34.12	35.72	35.90	36.10	36.88
5	Bus Driver	33.78	34.55	35.31	35.51	35.71	36.49
6	Accounting Clerk Admin Assistant Publishing Specialist Technology Specialist	34.99	36.45	38.03	38.23	38.42	39.19
7	Athletic Trainer	35.22	36.41	37.61	37.81	38.02	38.79
8	Admin Asst/Student Records Coordinator Mental Health Counselor Speech Language Pathology Asst. Certified Occupational Therapy Asst.	37.26	38.74	40.31	40.51	40.69	41.48
9	Dispatcher Lot Attendant	38.12	38.90	39.72	39.90	40.10	40.89
10	Admin Asst II – Special Ed Admin Asst I – Learning Services	42.70	43.57	44.46	44.66	44.86	45.62
11	Licensed Practical Nurse	43.02	44.21	45.41	45.61	45.80	46.58
12	Bus Driver Instructor	46.27	47.05	47.81	47.99	48.18	48.97
13	Registered Nurse	46.45	47.65	48.85	49.06	49.25	50.01
14	Sign Language Interpreter	47.30	48.24	49.22	49.40	49.60	50.38



**Mercer Island School District #400  
MIEA Custodians Salary Schedule  
September 1, 2023, to August 31, 2024**

**Hourly Rate**

**Experience**

		<b>1</b>	<b>2</b>	<b>3</b>	<b>14</b>
<b>1</b>	<b>C-1</b>	27.01	27.58	28.25	28.93
<b>2</b>	<b>C-2</b>	28.94	29.58	30.20	30.87
<b>3</b>	<b>C-3</b>	31.11	31.79	32.51	33.19
<b>4</b>	<b>C-4</b>	34.30	35.01	35.63	36.31
<b>5</b>	<b>C-5</b>	36.09	38.30	39.06	39.73
<b>6</b>	<b>Custodial Foreman</b>	48.59			49.26

Custodial employees who perform gymnasium floor striping and District approved painting projects (that are beyond the normal scope of custodial responsibilities) shall be compensated three dollars (\$3.00) per hour in addition to their base hourly rate of pay.

**Mercer Island School District #400  
MIEA Classified Substitute Salary Schedule  
September 1, 2023, to August 31, 2024**

	<b>Position</b>	<b>Hourly Rate</b>
<b>1</b>	Library Clerk Paraprofessional Paraprofessional, (SpEd, ESL, Title, LAP, Health) Playground/Student Supervisor	\$24.68
<b>2</b>	HS Bldg/Activities Coordinator HS Library Secretary Secretary Security Liaison	\$27.51
<b>3</b>	Flagger	\$27.94
<b>4</b>	Head Secretary High School Registrar Middle School Registrar	\$28.42
<b>5</b>	Bus Driver	\$29.44
<b>6</b>	Accounting Clerk Administrative Assistant Publishing Specialist Technology Specialist	\$30.50
<b>7</b>	Athletic Trainer	\$30.70
<b>8</b>	Admin Assistant/Student Mental Health Counselor Paraprofessional, SLPA Records Coordinator	\$32.48
<b>9</b>	Dispatcher Lot Attendant	\$33.23
<b>10</b>	Admin Assist I - Learning Serv Admin Assist II - Special Ed	\$37.24
<b>11</b>	Licensed Practical Nurse	\$37.50
<b>12</b>	Registered Nurse	\$40.50
<b>13</b>	Sign Language Interpreter	\$41.24
<b>14</b>	Custodian	\$20.78

**Classified Supplemental Salary Schedule 2023-24**  
 Professional Education Certificate is not required

A (1) 230 Hrs	B (2) 180 Hrs	C (3) 165 Hrs	D (4) 150 Hrs	E (5) 135 Hrs	F (6) 108 Hrs	G (7) 90 Hrs	H (8) 72 Hrs	I (9) Hourly
<b>DISTRICT</b>								
		ESA Intern Fall ESA Intern Spring				Dest. Imag. Coord. Tech Training Lead		
<b>MERCER ISLAND HIGH SCHOOL</b>								
	Debate		Greenhouse Mgr.	Comm./Save/Earth Core Team Drama Asst. Drama Set Constr. Honor Society International Club Natural Helper Street Jazz Advisor		Club Advisor Debate Asst. Evening Tutor Supv. Green Team Key Club Building Cabinet Senior Service	Class Advisor PA System Site Council Tech Site Plan. Lead Web Site Coord.	Concessions Field Supervisor Gate Supervisor Site Equity Team Ticket Sales Weight Room
<b>ISLANDER MIDDLE SCHOOL</b>								
					RoboLab Homework Ctr Supv	AM Gym Supv. Com. to Save Earth Chess Club Club Advisor Drama Club Green Team Natural Helper Building Cabinet Student Govt. Supv Student Ctr. Advisor	Band Assistant Debate Asst. Site Council Tech Site Plan. Lead Web Site Coord.	Site Equity Team
<b>ELEMENTARY</b>								
				Success Club Coord.		Bus Loading Supv Safety Patrol	Club Advisor Emergency Mgmt Adv. Green Team Building Cabinet Site Council Sound Partners Student Govt. Advisor Tech Site Plan. Lead Web Site Coordinator	Site Equity Team

Hourly rate for person(s) with only a Supplemental Assignment is \$26.15

Certificated staff on contract assigned to positions on this schedule will be paid per the corresponding column on the Certificated Supplemental Salary Schedule. Such employees do not submit timecards.

**Coaching Extra-Curricular Salary Schedule 2023-2024**  
Professional Education Certificate is not required

(1) \$7,861	(2) 6,221	(3) \$5,674	(4) \$5,127	(5) \$4,615	(6) \$3,691	(7) \$3,075	(8) \$2,462	(9) \$34/Hr.	
<b>MERCER ISLAND HIGH SCHOOL</b>									
<b>Head Coach:</b> Basketball Football	<b>Head Coach:</b> Track Wrestling	<b>Head Coach:</b> Baseball Cross Country Gymnastics Soccer Softball Swimming Tennis Volleyball	          <b>Asst. Coach:</b> Basketball Football	<b>Head Coach:</b> Badminton Cheerleading Diving (B&G) Drill Team Golf Lacrosse Water Polo					Intramurals
<b>ISLANDER MIDDLE SCHOOL</b>									
	Athletic Coord.						Interscholastic Coach Intramural Supv.		Intramural Asst.
Post-season rate for coaches is a pro-rated weekly stipend 1/12th of activity.									
\$655.07	\$518.45	\$472.82	\$427.28	\$384.55	\$307.62	\$256.28	\$205.20		

2023-24 MISD School Calendar



# Student Calendar 2023-2024

- KEY**
- First Day
  - Conferences
  - No School (All)
  - Last Day
  - Weather Makeup
  - Prof. Development/Responsibilities
  - 1/2 Day Students (see text for impacted students)

**August 2023**

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 8/21-22 New Teacher Orientation
- 8/24 MIHS PD Day (Full);  
IMS & Elem AM PD/PM Prep
- 8/25 MIHS Prep Day (Full);  
IMS & Elem AM PD/PM Prep
- 8/28 Instructional Technology Day
- 8/29 Pre-Service Day
- 8/30 First Day of School (Grades 1-12)

**September 2023**

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 9/4 Labor Day (No School)
- 9/5 First Day of School (Kindergarten)

**October 2023**

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 10/9 No School Students;  
K-12 Certificated PD Day (Full)

**November 2023**

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- 11/2 First Quarter Ends (MIHS)
- 11/9 ½ Day Elem Only; Elem Grading Day
- 11/10 Veterans Day (No School)
- 11/20-22 Elem Students (No School)  
Elem Conferences (2.5 Days)
- 11/22 First Trimester Ends (IMS/Elem)  
Student Half Day (IMS/MIHS)  
Regular Start (MIHS)  
Progress Report Prep (IMS)  
Certificated Half Day (All)  
Classified Early Release Flex Day
- 11/23 Thanksgiving Day (No School)
- 11/24 Native American Heritage Day (No School)

**December 2023**

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

- 12/15 Student Half Day (All)  
Certificated Half Day (All)  
Classified Early Release Flex Day
- 12/18-1/1 Winter Break (No School)

**January 2024**

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 1/1 Last Day of Winter Break
- 1/2 School Resumes
- 1/15 Martin Luther King Jr. Day (No School)
- 1/16-19 Finals Week (MIHS)  
Second Quarter Ends (MIHS)
- 1/22 No School Students  
K-12 Certificated PD Day (Half)  
Classified Tech Day (AM)

**February 2024**

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

- 2/19 Presidents' Day (No School)
- 2/20-23 Mid-Winter Break (No School)

**March 2024**

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

- 3/15 Student Half Day (All)  
Classified Tech Day (PM)  
Certificated Half Day (All)  
Second Trimester Ends (IMS/Elem)  
Classified Early Release Flex Day

**April 2024**

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- 4/3 Third Quarter Ends (MIHS)
- 4/8-12 Spring Break (No School)

**May 2024**

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 5/24 Scheduled Weather Makeup Day
- 5/27 Memorial Day (No School)

**June 2024**

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

- 6/14 ½ Day Elem Only;  
Elem Grading Day
- 6/18 Last Day of School
- 6/19 Juneteenth (No School)
- 6/20-21 Scheduled Weather  
Makeup Days
- 6/29 Custodial Tech Day (AM)
- 8/10 Custodial Tech Day (AM)

**APPENDIX C: EVALUATION MODEL/FORMS**

**This Appendix is an integral part of the collective bargaining agreement.**

Classified Employee Evaluation Form

MERCER ISLAND SCHOOL DISTRICT

Annual

Classified Employee Evaluation

90 Day

Other

Employee Name: _____	School or Department: _____
Position Title: _____	Appraisal Period: From: _____ To: _____
Prepared by: _____ Date: _____	Evaluator Signature: _____ Date: _____
I have read this appraisal of my performance and discussed it with my supervisor. Signature does not necessarily indicate agreement.	
Statement by employee attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	Employee Signature: _____ Date: _____

**Distinguished:**

Results show achievements which contribute to organizational goals well beyond the primary work objectives, surpassing what is reasonably expected for a well-trained individual in this position.

**Proficient:**

Results show that quality performance has been observed in the attainment of primary work objectives.

**Needs Emphasis:**

Results show partial attainment of primary work objectives. Performance improvement is necessary.

**Unsatisfactory:**

Results show deficiencies which seriously interfere with the attainment of primary objectives.

<b>PERFORMANCE APPRAISAL</b>				
Consider each category (listed above) by reading the category definition carefully and appraising the employees performance in the context of that category and supporting evaluation criteria. Appraisal on each criterion should be made independently of other criteria. Indicate your appraisal on each criterion by placing an "X" in the appropriate box.	Distinguished	Proficient	Needs Emphasis	Unsatisfactory
1. Shows proficiency in the basic skills required by the position.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Plans, organizes and performs assigned tasks/responsibilities in appropriate time to achieve desired results.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Maintains high quality of work and maintains required technical knowledge and skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Willing and able to work effectively with co-workers and supervisor.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is courteous and discreet with staff, students and parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Adheres to scheduled working hours, breaks and leaves.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Makes decisions appropriate to the level of responsibility and follows district policies/procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Receives instruction and criticism in a positive manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Demonstrates initiative in performance of assigned tasks. Accepts change in a reasonable manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Possesses organizational and time management skills that allow for efficient planning and minimal supervision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

In the Comment Section, provide the following:

- 1) Give specific supportive comments where appropriate.
- 2) Develop areas of focus/goals for the following year which would benefit the district and the individual's ongoing effectiveness and professional growth.

**SUPPORTING COMMENTS**

**AREAS OF FOCUS FOR FOLLOWING YEAR**

Mercer Island School District  
Classified Letter of Probation

Date: \_\_\_\_\_ Employee: \_\_\_\_\_

Evaluator(s)

I. Specific areas of performance deficiencies:

II. Program for improvements:

III. Probationary period: Beginning date: \_\_\_\_\_ Ending date: \_\_\_\_\_

The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in the employee's area or areas of deficiency.

\_\_\_\_\_  
Supervisor's signature

\_\_\_\_\_  
Employee's signature

Final action:

Date: \_\_\_\_\_