

Master Agreement
Between
Manson School District
And
Manson Education Association
~~2018-2021~~ TBD
Manson Education Association
Initial Comprehensive Proposal
June 21, 2021

- * MEA Proposals in Blue
- * MSD Proposals in Red
- * Housekeeping Fixes Highlighted in Green
- * Tentative Agreements in Green
- 6-24-21 District counter in Orange
- 6-24-21 Association counter in Purple

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*** This will need to be revised following ratification/Board approval.

PURPOSE - CCL

Proposal 1/Proposal 1

ARTICLE I

ADMINISTRATION

Section A: Recognition - CCL

The Board hereby recognizes that Association as the exclusive bargaining representative for ~~all~~ certificated employees of the District under contract with the exception of the Superintendent, principals, directors, and substitutes. The term “Certificated employee” shall refer to ~~all~~ certificated employees who work more than twenty (20) consecutive days in a position in any school year.

6-24 District W/D

Section B: Status of the Agreement - CCL

Section C: Compliance of Agreement - CCL

Section D: Conformity of Law - CCL

Section F: Distribution of Agreement – CCL

Section G: Maintenance of Benefits - CCL

ARTICLE II BUSINESS

Section A: Payroll Deductions

1. **Exclusive Dues Deduction Rights:** The Association and its affiliates (UniServ, WEA and NEA) shall have the exclusive right of automatic payroll deduction of membership dues, and assessments, ~~and fees~~ for employees. Payroll deduction shall also be

available for members who wish to contribute to WEA-PAC and the NEA Fund for Children and Public Education.

6-24 Agree – TA 6/24/21

2. **Member: Membership in the MEA is voluntary.** Upon receipt of written authorization, the District shall deduct an amount equal to the ~~fees and~~ dues and assessments required for membership in the Association, including Local, UniServ, Washington Education Association (WEA) and the National Education Association (NEA). The dues deduction form and authorization shall continue in effect from year to year, unless revoked in writing by the employee to WEA, between August 15, and September 15, of any year. The Association shall promptly submit notice of such revocation to the District payroll office. The Association shall give written notice to the District of the dollar amount of dues required for Association membership. The Association shall submit a copy of each automatic payroll authorization (APA) form to the District office for processing. A table of prorated annual dues, assessment, and fees shall be supplied to the payroll office by the Association in order to determine monthly deductions.

6-24 Agree

6/24 – Modify above responsive to District counter on Representation Fee

1. **Representation Fee:** No member of the bargaining unit shall be required to join the Association; ~~however, those employees who are not Association members, but are members of the bargaining unit, shall be required to pay a representation fee to the Association provided, non-member employees contracted prior to the 2017-2018 shall be exempt from this representation fee. The amount of the representation fee shall be determined by the Association, and transmitted to the Business Office in writing. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.~~

Representation Fee: No member of the bargaining unit shall be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, shall be required to pay a representation fee to the Association provided, non-member employees contracted prior to the 2017-2018 shall be exempt from this representation fee. The amount of the representation fee shall be determined by the Association, and transmitted to the Business Office in writing. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

6-24 Keep District proposal in red

6-24 MEA Counter – strike this provision and see above

2. **Notice of Change in Dues, and Assessments and Fees:** The Association shall provide the District with advance notice of at least thirty (30) business days concerning any change in dues, and assessments. ~~or fees.~~

~~3. Religious Objections: In the event that the representation fee is regarded by an employee as a violation of his/her right to non-Association, such objection shall be resolved according to the provisions of RCW 41.59.100, as administered by the Public Employment Relations Commission.~~

6-24 Agree TA 6/24/21

4. **Hold Harmless:** The Association agrees to defend at its expense, and hold the District harmless against any legal action brought against the District as a result of this provision.

Section B: Other Deductions

The District shall upon receipt of authorization from a Certificated employee deduct from the employee's salary and make appropriate remittance for insurance premiums, tax-sheltered annuities, or any other plans or program jointly approved by the Association and Board. Such authority must be made in writing and received by the District Office by the first of the month in which deductions will occur.

In accordance with law, beginning in January 2022, the District shall make a monthly payroll deduction for the WA State Long-Term Services and Support Trust (0.58% of wages).

6-24 Reject (other mandatory deductions are not mentioned in CBA)

6/24 – Association agrees to CCL and w/d LTSS language here and District's w/d of Proposal 9

Section C: Association Privileges

1. Consistent with this Agreement, The Association will be permitted:

- a. To use District buildings for meetings at such times as will not interfere with the normal operation of the District and which will entail no additional costs for building maintenance or custodial care.
- b. To use District facilities and equipment at reasonable times when such equipment is not otherwise in use. The Association shall bear the cost of supplies and shall be responsible for any damage related to such use.
- c. Association members shall refrain from using district resources (technology, email, etc.) for Association purposes during student instructional hours (student day exclusive of duty free lunch). Use of District email outside of the student instructional hours is permissible. All District emails are subject to Public Disclosure requests.

~~Association members shall refrain from using district resources (technology, email, etc.) for Association purposes during student instructional hours (student day exclusive of duty free lunch). Use of District resources~~

(technology, email, etc.) outside of the student instructional hours is permissible, including during duty-free lunch. All District emails are subject to Public Disclosure requests.

6-24 Agree TA 6/24/21

2. The Board agrees to furnish to the Association in response to reasonable requests, all available public information concerning the financial resources of the District.
3. By September 1 of every year, the District will provide a roster of all employees in the district. In order to best assess which employees may be a part of the bargaining unit and access those who are members of the bargaining unit covered by the Association as the exclusive bargaining representative, the Association is entitled to the following information: employee name (first and last), home mailing address, home telephone number, personal cell phone, job title/position, work location, current assignment including FTE, and date of hire, when such information is held by the District. Such list will include the names of all bargaining unit members regardless of their membership status with the Association. Additionally, within 48 hours of each school board meeting, a roster of new hires containing the information above shall be provided to the Association. (New — Renumber subsequent sections)

Additionally, within five (5) working days of a school board meeting where certificated contracts are approved, the information above will provided for each new employee.

4. The District shall provide the Association with access to new employees within ninety thirty (30) (90) Association agrees days of the employee's start date within the bargaining unit. Such access may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and the Association. The access shall be for no less than thirty (30) minutes and shall occur during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and the Association. (New — Renumber subsequent section)

6-24 counter

6/24 Association counter

5. The Board shall make every reasonable effort to give the Association an opportunity to advise the Board with respect to new or modified fiscal, budgetary, levy or building programs and/or revision for education policy prior to their adoption.

Section D: Management Rights – CCL

Proposal 2
ARTICLE III
PERSONNEL

Section A: Rights of Law - CCL

Section B: Non-Discrimination - CCL

Section C: Personnel Files - CCL

Proposal 2

Section D: Just Cause

1. Certificated employees shall not be disciplined (including warnings, reprimands, suspension, reductions in rank or professional advantage, discharges, nonrenewals, termination or other adverse actions) without just and sufficient cause.
2. A Certificated employee shall be entitled to have present, a representative of the Association during disciplinary action. When a request for such representation is made, representation must occur within ~~ten (10)~~ **five (5)** working days, and may be extended upon mutual agreement. – CCL

6-24 District resubmits is proposal of 5 days

6/24 Association holds

3. The District agrees to follow a policy of progressive discipline which normally includes verbal warning, written reprimand, and suspension with pay, with nonrenewal or discharge as final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior, which precipitates said action. In cases where the health, safety and well being of students, other employees, or District patrons necessitate immediate disciplinary action the District will notify the Association as soon as reasonably possible that action has been taken.
4. Any complaint made against a Certificated employee or person for whom the employee is administratively responsible, will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.
5. Privacy and Confidentiality: All disciplinary actions or corrective discussions with an employee by the District shall be held in private and in confidence and not in the presence of other staff, students or parents.

Section E: Assignments and Transfers

1. Definitions:

- a. An assignment shall mean the placement of an employee to a position within the bargaining unit. A position shall include ~~the grade level and/or subject taught, or specialty (e.g., special education or librarian)~~ and the building(s) in which the employee is stationed. **6/24 Association rejects - CCL**
- b. A transfer shall mean a change from an employee's current assignment to a different assignment.
- c. **Voluntary transfer shall mean a bargaining unit member agrees to move/employee initiated 6/24 Association agrees**
- d. **Involuntary transfer shall mean district directed/employee may not be in agreement 6/24 Association agrees**
- e. A vacancy shall be any open or unfilled position within the bargaining unit.

2. Assignment and Transfer

Bargaining unit members who wish to be considered for a re-assignment or transfer shall submit to the District Personnel Office a written request for consideration on or before March 1.

6/24 Association counter

Certificated employees who wish to be considered for a re-assignment or transfer shall submit to the District Personnel Office a written request for consideration.

The employer shall give notice of assignments to newly appointed employees as soon as practical, except in cases of emergency. During the school year notice of vacancies shall be **sent** emailed to each school to be posted with a copy to the President of the Association. During the summer, a notice of vacancy shall be **sent** emailed to the President and to all employee's.

Notices shall include a description of the position, qualifications and application procedures. Positions will be posted for internal candidates for five (5) working days. ~~except for summer when posting shall be for ten (10) calendar days.~~ Employees who desire a posted position **may** shall submit a letter of interest to the district within the internal posting period. Vacancy notices may be posted internally and externally at the same time, however the District agrees that outside applications will not be considered until the internal posting time period is met and it is determined that there are no internal candidates who meet minimum job qualifications.

Qualified in-district candidates shall be given an interview. Qualified shall mean the applicant meets the minimum qualifications set out in the job posting. If there is only one qualified internal candidate, s/he will be transferred to the position. If there is more than one qualified internal candidate, Aall qualifications being equal, criteria to break a tie shall be: a) specific endorsements and certification related to the open position; b) overall years of experience; c) overall years in the District. **The Building Principal will consider all aspects of the candidate(s) professional background when**

making a decision to transfer a bargaining unit member. Any internal candidate who is not transferred to the position will receive written notification from the Building Principal within three (3) days of the decision explaining why s/he was not selected for the transfer.

6-24 Counter

6/24 Association Holds

When an internal transfer takes place there can be one (1) additional internal transfer related to the first. After two (2) consecutive, related moves, the District may elect to hire external candidates.

3. Involuntary Transfer:

- a. Only after all voluntary transfers of qualified individuals have been considered shall involuntary transfer take place. (NEW – renumber subsequent sections)
- b. When there is a vacancy that may require an involuntary transfer, the District will send an email notice to all staff members listing the vacancy and a link to the position description. Interested employees shall submit a letter of interest to the district within five (5) working days. No involuntary transfer will be made prior to this five (5) working day window. (NEW – renumber subsequent sections)

6-24 Reject

- c. When involuntary transfers are necessary, employees shall not be assigned to a position unless they possess such valid Washington State Certificate and/or endorsement as may be required for the position.
- d. The employer shall give notice to an employee of an involuntary transfer as soon as possible, taking into account legislative activity, funding uncertainties and enrollment declines. Following notification of an involuntary transfer, collaborative meetings will be scheduled between the administrator and employee to explore options and communicate with clarity.
- e. An employee who has been involuntarily transferred or reassigned shall have the right to return to his/her original work site/position without having to submit a request should the employee's prior position come open prior to September 30 in a given year or, for the following school year, up to September 30. Such individuals will be contacted by the Superintendent or his/her designee and the employee has the right to accept or decline the right to return.

6-24 Reject

6/24 Association Holds

- f. Every effort will be made to limit the number of involuntary transfers for individual certificated employees.

6-24 Agree

6/24 Association Holds

- g. Any employee who is involuntarily transferred shall be compensated \$300

6/24 Agree

6/24 Association Holds

Section F: Harassment - CCL

Proposal 3

ARTICLE IV

Proposal 3 EVALUATION

Section A: Authority - CCL

Section B: Definitions

1. The term “**observe**” or “**observation**” means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubric.

The term **formal observation** shall mean the observations that are scheduled in advance.

2. The term **informal observation** shall mean visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties. Such observations that are not scheduled in advance.
3. The term **observation report** shall mean a written summary of a formal or informal observation.
4. The term **evaluation** shall mean a summary of employee professional performance capabilities in the categories listed below.
5. The term **evaluator** shall mean the building principal or assistant principal of the employee being evaluated, or other designee as determined by the Superintendent who meets the requirements set out in law.
6. The term **observer** shall mean the building principal or assistant principal of the employee being observed, or other designee as determined by the Superintendent who meets the requirements set out in law.
7. ~~Evaluator training shall mean evaluators will be trained annually in the evaluation process prior to conducting evaluations. The District will provide evidence of the training to the Association upon request.~~

Evaluator training shall mean evaluators will be trained annually in the evaluation process prior to conducting evaluations. The District will provide evidence of the training to the Association upon request. – CCL

6-24 District resubmits/Superintendent's responsibility

6/24 Association Counter

Evaluator training shall mean evaluators will be trained annually in the evaluation process prior to conducting evaluations. ~~The District will provide evidence of the training to the Association upon request.~~

Rationale: MEA members have an interest in knowing that the person who is evaluating them has been properly trained, which is required by statute. (see below) MEA does not agree that proper evaluator training is limited to an "administrative issue" and for that reason, the Association counter-proposes that current contract language remain in place.

RCW 28A.405.130

Training in evaluation procedures required.

~~(1) No administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in evaluation procedures.~~

~~(2) Before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, principals and administrators must engage in professional development designed to implement the revised systems and maximize rater agreement.~~

~~[2012 c 35 § 3; 1985 c 420 § 4. Formerly RCW 28A.67.215.]~~

8. The term **support employee** shall mean those groups of employees who are not classroom teachers including but not limited to Librarians, Counselors, Psychologists, Nurses, Speech Language Pathologists, Occupational Therapists, Instructional Coaches and Physical Therapists.
9. The term **criteria** shall mean one of the eight (8) state defined categories to be scored.
 - Centering instruction on high expectations for student achievement;
 - Demonstrating effective teaching practices; recognizing individual student learning needs and developing strategies to address those needs;
 - Providing clear and intentional focus on subject matter content and curriculum;
 - Fostering and managing a safe, positive learning environment;
 - Using multiple student data elements to modify instruction and improve student learning;
 - Communicating and collaborating with parents and the school community;
 - Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.
10. **Component** shall mean the sub-section of each criterion.
11. **Artifacts** shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered artifacts.

12. **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric.
13. **Not satisfactory** shall mean:
 - a. Level 1 – Unsatisfactory - Receiving a 1 is considered unsatisfactory performance for any teacher.
 - b. Level 2 - Basic - If the classroom teacher has more than five years of teaching experience and if the level 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is considered performing at an unsatisfactory level.
14. **Student growth data** shall mean the change in student achievement between two points in time. TA 6/24/21
15. **Assessment data** ~~that is~~ must be ~~is~~ data that is appropriate, relevant, and may include classroom-based, school-based, district-based, and state-based tools. TA 6/24/21
16. The term **provisional employee** shall mean the following:
 - a. an employee who is new to the profession and is in his/her first three (3) years of employment with the District; or
 - b. an experienced employee who has previously completed at least two years of certificated teaching in another district in the state of Washington and who is in his/her first one (1) year of employment with the District.

6-24 agree

17. The term **probationary employee** shall be any employee who is on probation with the District.
18. The term **new employee** shall mean any employee who is in their first year of employment with the District.

Section C: Determination of Evaluation Method - CCL

1. **Provisional Employees:** All provisional employees shall be evaluated using the comprehensive evaluation method according to the Evaluation Criteria as per RCW28A.405.100.
2. **Continuing Contract Employees:** All continuing contract employees may be given the option (evaluator approval required) of completing the comprehensive evaluation or focused form evaluation. As per RCW 28A.405.100, continuing employees shall be evaluated with the comprehensive evaluation form at least once every six (6) years.
3. **Timelines:**

- a. Prior to October 15, the evaluator will communicate with the employee to determine which evaluation option they will follow for the year.
- b. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
- c. Prior to an evaluator recommending an employee be placed on probation, an evaluation report shall be made on or before January 15.

6-24 Agree with "report" TA 6/24/21

Section D: Purpose - CCL

Section E: Requirements

1. **Work Site Limit:** All formal observations for the purpose of evaluation must be conducted with the knowledge of the employee at the employee's normal work site. TA 6/24/21
2. **Observations:** Each teacher will be observed at least two (2) times for a total of at least sixty (60) minutes each school year. At least one of these observations will be a formal observation. Any third year provisional will be observed at least three (3) times for a total of at least ninety (90) minutes.
3. **Signatures:** The written formal observation report(s) and the written evaluation report(s) must be signed and dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by the employee, provided that the employee's signatures shall indicate only that they have received a copy of the observation and/or evaluation, not agreement with its content.
4. **Copy and Response:** A copy of each formal observation report shall be given to the observed employee within five (5) days of the observation. A copy of the final evaluation report shall be given to the employee by the end of the school year. Within ten (10) working days from the receipt of the written evaluation report, the employee may submit written comments concerning the report, which shall be attached to the report in the employee's file. TA 6/24/21

6-24 agree

Section F: Criterion Performance Scoring - CCL

Section G: Summative Performance Rating - CCL

Section H: Student Growth Criterion Score - CCL

Section I: Provisional Employees - CCL

Section J: Focused Process of Evaluation ~~as defined by the RCW: CCL~~ *(Rationale: The statutory reference is already included in Section A. Authority)*

1. Qualifications: The focused process may be used when the employee:
 - a. has received three (3) years of satisfactory proficient or distinguished evaluations, and;
 - b. has been designated as eligible by his/her evaluator, and;
 - c. has opted to participate in the focused evaluation process.

6-24 agree TA 6/24/21

2. A summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.
3. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15.
4. Observations/evaluations: The focused process of evaluation shall include:
 - a. A final annual evaluation (using appendix A) based on the classroom teacher evaluation criteria or the certificated support personnel evaluation criteria and based on at least two observation periods during the school year totaling at least sixty minutes. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside of the classroom setting.
5. Limitations:
 - a. The focused process of evaluation may not be used as a basis for determining that an employee's work is not satisfactory nor as probable cause for the non-renewal of an employee's contract.
 - b. The standard comprehensive process (Section **J** below) must be followed at least once every six (6) years. TA 6/24/21
 - c. Selection of Criteria:
 - i. Employees on focused evaluation will select one of the eight evaluation criteria for approval by the evaluator.
 - ii. Employees may select to be part of a shared focus and activities.
 - iii. If the employee chooses criterion 1, 2, 4, 5 or 7 they must also complete the student growth components in criterion 3 or 6.

- d. A group of teachers may focus on the same evaluation criteria and share professional growth activities. This collaboration should be initiated by the employee(s) and no individual shall be required to work on a shared goal.
- e. Observations and conferences for the focused evaluation shall follow the guidelines set forth in the comprehensive evaluation process.
- f. The use or non-use of sick leave shall not be a factor in the evaluation process.

Section K: Comprehensive Evaluation Method ~~as defined in the RCW CCL~~ *(Rationale: The statutory reference is already included in Section A. Authority)* TA 6/24/21

1. Qualifications: comprehensive evaluation process employees shall mean those employees who are not provisional employees, who are not on probation, and who do not qualify for focused form of evaluation.
2. Evaluation: Employees involved in the comprehensive process of evaluation shall be evaluated ~~at annually least one time each year~~. Evaluations shall be completed no later than the last day of school. A completed evaluation shall mean that a final meeting has been held and the principal and employee have signed off on giving/receiving a final copy of the evaluation. TA 6/24/21
3. Observations: Employees involved in the comprehensive process of evaluation shall be observed for the purpose of evaluation no less than two (2) times for the purpose of evaluation for a period of no less than 60 minutes.
4. The evaluator will:
 - a. document all formal observations using the observation form.
 - b. provide copies of the observation report to the employee within five (5) days of the observation; TA 6/24/21
 - c. and schedule a post observation conference within five (5) days of the observation.
5. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.
6. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.
7. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be included with the observation report prior to the post-observation conference, and be used to determine the final evaluation score.

6-24 Agree

~~8. The use or non-use of sick leave shall not be a factor in the evaluation process.~~

The use or non-use of sick leave shall not be a factor in the evaluation process. – CCL (*Rationale: Evaluators can evaluate employee performance based on what they observe or don't observe and the evidence and artifacts teachers do or do not provide – they do not need to speculate or attribute the level of performance to the employee's attendance when they are on an authorized leave.*)

6-24 Counter: "The use or non-use of sick leave may be one of several factors in the evaluation process"

6/24 Association counter - CCL

Section L: Pre-Observation - CCL

Section M: Observations - CCL

Section N: Evaluation

1. **Evaluation Conference:** Once all of the evaluation information is complete and an evaluation summary has been completed, a conference will be held between the evaluator and the employee to discuss the final annual (see #2 below) evaluation. TA 6/24/21
 - a. The employee and evaluator shall sign and date the District's copy of the final evaluation report. TA 6/24/21
 - i. The signature of the employee; however, does not indicate agreement with or approval of the report.
 - ii. The employee shall be entitled to append comments or explanations as he/she deems necessary.

6-24 Agree

2. All final evaluation documents and procedures, including evaluation conferences, must be finalized and signed no later than the last day of school.
3. All required and final evaluations shall be promptly forwarded to the District's personnel office for filing in the employee's personnel file.

Section O: Plan to Improve Effectiveness - CCL

Section P: Probation ~~shall follow the WAC and RCW:~~ CCL (*Rationale: The statutory oOreference is already included in Section A. Authority*) TA 6/24/21

1. **Supervisor's Report:** In the event the evaluator determines that, based on the evaluation criteria, and procedure consistent with Section J, the performance of an

employee is unsatisfactory; the evaluator shall provide a written report to the superintendent on or before February 1. [TA 6/24/21](#)

6-24 Agree

2. The report shall include:

- a. The evaluation on which unsatisfactory performance has been based.
- b. Identification of specific areas of deficiency.
- c. A specific and reasonable program designed to assist the employee in improving his/her performance and remedying his/her deficiencies, including specific objectives to be attained.

3. Probationary Period: If the superintendent concurs with the evaluator's judgment that the performance of the employee is unsatisfactory, the superintendent shall place the employee on a probationary status beginning at any time after October 15 and ending no later than May 15. The employee shall be given written notice of the action of the superintendent which notice shall contain the following information:

- a. Specific areas of performance deficiencies.
- b. A specific and reasonable program for improvement including specific objectives to be attained.
- c. A statement indicating the duration of the probationary period lasting for a minimum of 60 days and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area or areas of deficiency.

4. Evaluation During Probation:

- a. Within five (5) [working](#) days after the delivery of the probationary letter, the evaluator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. [TA 6/24/21](#)
- b. During the probationary period, the evaluator shall evaluate the probationary employee at least twice monthly with the comprehensive evaluation form (Appendix B) in accordance with the procedures set out in Section E & J.
- c. The probationary employee may be removed from probation at any time if there has been demonstrated improvement to the satisfaction of the evaluator in those areas specifically set forth in the notice of probation.
- d. Days may be added to the probationary period if deemed necessary to complete a program for improvement and evaluate the probationer's performance.

- e. An employee will be judged unsatisfactory if their comprehensive evaluation score results in an unsatisfactory rating or if the continuing contract employee is rated basic for 2 consecutive years or for 2 out of three consecutive years.
- f. The probationary period may be extended through the following school year for probationers with five or more years of teaching experience and a final summative rating as of May 15 of less than level 2.
- g. Employee's on probation shall be allowed to have an Association Representative with them throughout the process. In the event a UniServ representative is unable to meet a scheduling deadline, an alternate Association Representative shall attend in their stead.

5. Additional Assistance:

- a. The probationary employee may request an additional evaluator assigned by ESD171.
- b. The Association reserves the right to assign an independent evaluator to assist and assess a probationer's progress after notifying the District. TA 6/24/21

6-24 Agree

6. Renewal:

If the probationary employee has not been previously removed from probation, the evaluator shall submit a written report to the superintendent not later than May 15. The written report shall indicate the employee's performance during the probationary period and contain a recommended course of action to be taken by the superintendent. If the probationary employee is a continuing contract employee with less than 5 years of experience a Basic score or above would remove them from probation. If the probationary employee is a continuing contract employee with greater than 5 years of experience a Proficient score would remove them from probation. In any case, the superintendent shall notify the employee in writing no later than May 15 if his/her contract is to be non-renewed.

7. Failure to Improve:

When a continuing contract teacher with more than five (5) years of experience receives a comprehensive summative evaluation rating of Unsatisfactory or Basic for two (2) consecutive years, or two (2) Basic in a three (3) year period the District shall, within ten (10) calendar days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300. TA 6/24/21

The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten

(10) calendar days following receipt of said notice to file any notice of appeal as provided by statute. TA 6/24/21

Section Q: Record Keeping – CCL

6-24 Agree

ARTICLE V LAYOFF AND RECALL

Section A: Employee Staff Reduction - CCL

Section B: Programs, Services and Staff Retention - CCL

Section C: Layoff

In the event of the reduction of programs and services for financial reasons the Superintendent shall:

1. Ascertain to the extent possible the number of Certificated positions which will be available the following school year by reason of normal attrition (e/g., retirement, resignation, etc.), or by reason of leaves of absence under paragraph F2 E2 below, and shall take such vacancies into consideration in determining the necessity for the termination of Certificated personnel; TA 6/24/21
2. Determine and recommend to the Board the number of Certificated personnel in the categories and specialties identified in paragraph F4 below, which are required to implement the District's reduced educational program and services; TA 6/24/21
3. Notify the Association not later than April 15 of anticipated layoffs; and
4. Prior to May 15 the names of any Certificated personnel to be non-renewed must be submitted to the Board for approval and action under RCW 28A.405.210.
5. Provide written notification of non-renewal of all affected certificated employees on or before May 15th.

6-24 Agree

Section D: Employment Categories

1. Elementary certificated employees will be considered for retention in one category (K-5).

MS/HS school certificated employees (6-12) will be considered for retention in their current teaching assignment; such as math, science, social studies, industrial arts, health/PE, fine arts, reading/language arts, foreign language.

Other certificated employees (K-12) will be considered for retention by their professional specialty which would include counselors, audiologist, and special education personnel.

Each certificated employee under a continuing contract will be considered for retention in the category or specialty held at the time of the implementation of the RIF procedures. For purposes of this paragraph, an employee currently assigned to a K-5 category or a 6-12 assignment ~~for .4FTE or more~~ will be considered for retention in their category or assignment. TA 6/24/21

Certificated employees employed under provisional contracts shall not be considered for retention until such time as employment has been offered to all continuing contract employees.

Part time certificated employees shall not be eligible to be retained in a position of higher FTE status than that held at the time of retention determination.

Employees shall also be considered for retention in such additional categories or specialties as any such employee may designate in writing to the superintendent, provided that in order to qualify for consideration in any such additional category, the employee:

- a. Must possess a valid Washington State certificate and endorsement ~~and~~, that is required for the additional category; ~~be highly qualified according to ESEA~~
TA 6/24/21
- b. Must have had a minimum of one (1) year successful experience, ~~at .4FTE~~, in each such additional category; and TA 6/24/21
- c. Such experience must have occurred during the immediate preceding five (5) years.

All designations for consideration in additional categories shall be submitted to the superintendent in writing by April 15 of the current school year.

6-24 agree

Section E: Retention in Employment Category

1. In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employees shall be recommended for retention:
 - a. Total seniority as a certificated employee. "Seniority" within the meaning of this paragraph shall mean years of certificated experience of the nature eligible for recognition by the district for salary purposes. The Association may request a seniority list from the district.
 - b. In the event ties exist, the employee having the highest number of college or university credits beyond the BA degree as recorded in the district personnel office by April 15 of the current school year shall have preference.

- c. If ties still exist, the determining factor will be the date of contract acceptance by the employee.
2. Any certificated employee receiving written notice of contract non-renewal pursuant to the provisions of this policy shall be eligible for a “special leave of absence” without pay upon written application directed to the Superintendent and received not more than ten (10) days following the receipt of the nonrenewal notice. Personnel electing to take a “special leave of absence” shall be placed in the employee pool established under paragraph 33.33. and shall be considered for re-employment according to seniority. The personnel file of any person taking a “special leave of absence” shall be amended to reflect that status and all references to the non-renewal of such employees’ contract shall be removed from their personnel file. [TA 6/24/21](#)
3. All certificated personnel who are not recommended for retention in accordance with the Reduction in Force Procedures shall be non-renewed from employment and placed in an employment pool for possible re-employment for a period of up to two (2) years. Employment pool personnel will be given the opportunity to fill open positions under paragraph 33.33. If more than one such employee is qualified for an open position, the criteria set forth in paragraph 33.33 shall be applied to determine who shall be offered such positions. [TA 6/24/21](#)
 - a. When a vacancy occurs for which a person in the employment pool qualifies, notification from the school district to such individual will be by certified or registered mail. Such individual will have five (5) working days from receipt of the letter to accept the position.
 - b. If individuals in the employment pool fail to accept positions for which they are eligible, pursuant to this policy, such individuals will be dropped from the employment pool.
4. The District shall utilize employment pool personnel as substitutes on a seniority basis.

6-24 agree

ARTICLE VI INSTRUCTION

Section A: Teaching Day

The normal teacher workday shall be 7 hours and 20 minutes (begins at 7:40 AM), excluding lunch. All Certificated employees will be provided with a thirty (30) minute duty-free lunch period. If a teacher extends their day with an assignment, which requires daily instruction with students, they will be compensated at a proportional rate of their regular contract.

Up to two (2) staff meetings per month may be scheduled. Any additional staff meeting, for extraordinary circumstances, should be scheduled as soon as reasonable during the normal work day. TA 6/24/21

6-24 agree

Staff should attend staff meetings in the building in which they are evaluated. When an employee is split between two (2) buildings, they shall attend staff meeting in the building of their evaluator, unless otherwise directed by administration.

Section B: Preparation/Planning Time

Full time Certificated employees shall receive 250 minutes of planning time within the student day per five (5) day work week, of which at least 30 minutes per day will be continuous. At the employee's professional discretion, planning time may be used by teachers for instruction-related activities including but not limited to preparing instructional materials; reviewing student performance; recording student data; consulting with other teachers, instructional assistants, mentors, instructional coaches, administrators, and parents; or participating in professional development. ~~preparation time shall be used in a manner that is consistent with RCW 28A.150.203-the employee's professional discretion.~~ Part-time Certificated employees will receive planning time proportional to their teaching day. Occasionally, planning time may be lost due to schedule changes or a shortened workweek. Regularly occurring (weekly, monthly) meetings shall not occur during planning periods. ~~Principals may schedule up to three (3) focus and five (5) comprehensive individual evaluation related meetings with employees during a school/work year.~~ Employees who substitute during their planning period will be paid ~~\$45.00 per period or~~ at their per diem rate, whichever is greater.

6-24 Counter

6/24 Association agrees TA 6/24/21

Section C: Responsibilities of Employees - CCL

Section D: Class Size

Class size language will ~~begin in the 2018-19~~ school year.
~~Class size language will begin in the 2018-19 school year.~~
6-24 Agree TA 6/24/21

1. Maximum Class Sizes:

When class sizes exceed the following maximum, they will be considered to be in overload. All secondary totals are based on a 1.0 FTE teaching schedule.

Kindergarten 22 18 19 Students

Grade 1	24 <u>18</u> <u>21</u> Students
Grade 2	25 <u>18</u> <u>23</u> Students
Grade 3	26 <u>18</u> <u>23</u> Students
Grade 4	27 <u>24</u> <u>26</u> Students
Grade 5	27 <u>24</u> <u>26</u> Students

*Split classes shall have 1 student 1 less than the maximum for the highest grade

~~K-4 K-5 Music and PE~~ same as ~~K-4 K-5~~ class limits above
~~5 Music and PE~~ 30 students

~~K-4 K-5 Music and PE~~ same as ~~K-4 K-5~~ class limits above
~~5 Music and PE~~ 30 students
 Association resubmits original proposal

Grades 6	28 <u>26</u> CCL Students per class
Grades 7-8	30 <u>27</u> CCL Students per class
Grades 9-12	30 students per class

6-12 Performance Classes (drama, dance and music):
 60 students per class or daily load of 279 students

6-24 **CCL**

6/24 Association counter in purple above

Secondary PE 32 students per ~~teacher class~~ **CCL**

6-24 District re-submits proposal to strike "teacher"/insert "class"

6/24 Association holds

(Rationale: Use of "per teacher" rather than "per class" is intentional. In a regular classroom, there are limits on the number of students who physically fit into a classroom, so even if class size numbers are exceeded, there is a physical limit. In the case of PE, there is enough physical space to accommodate much larger classes, but when classes are too large, student safety is at risk. The use of the word teacher prevents a class from being overloaded without limits, creating a situation in which a teacher is receiving compensation or para support, but with an unmanageable and unsafe class size.)

The District is aware that classrooms occasionally become overcrowded and that this overcrowding is a factor in the quality of education and working conditions for employees. Employees with concerns shall first meet with the appropriate principal.

2. Overload Remedies - CCL

Section E. Special Education

Special education teachers (including SLP's) will be allocated up to **eight (8) days sixty (60) hours** at ~~the curriculum rate of pay per diem~~ or an equivalent amount of substitute time (in addition to agreed release time from administration) in consideration for additional responsibilities beyond the contact day. Timesheets will be used to document this time. Duties may include but are not limited to: preparing for and leading IEP meetings, assisting parents of IEP students, coordinating with non-district support team members, etc. Part time special education staff shall receive a pro-rated portion of these hours.

6/24 Association Counter Option #1

Special education teachers (including SLP's) will be allocated up to sixty (60) hours at ~~the curriculum rate of pay per diem~~ or an equivalent amount of substitute time (in addition to agreed release time from administration) in consideration for additional responsibilities beyond the contact day. Timesheets will be used to document this time. Duties may include but are not limited to: preparing for and leading IEP meetings, assisting parents of IEP students, coordinating with non-district support team members, etc. Part time special education staff shall receive a pro-rated portion of these hours.

Resource Teachers: 30 IEPs

Life Skills: 10 IEPs

Overload remedies are identified in Paragraph 2 above.

OR

Association Counter Option #2

Special education teachers (including SLP's) will be allocated up to ~~sixty (60)~~ one hundred-twenty (120) hours at ~~the curriculum rate of pay per diem~~ or an equivalent amount of substitute time (in addition to agreed release time from administration) in consideration for additional responsibilities beyond the contact day. Timesheets will be used to document this time. Duties may include but are not limited to: preparing for and leading IEP meetings, assisting parents of IEP students, coordinating with non-district support team members, etc. Part time special education staff shall receive a pro-rated portion of these hours.

Resource Teachers: 30 IEPs

Life Skills: 10 IEPs

Overload remedies are identified in Paragraph 2 above.

6-24 Counter

Proposal 6/Proposal 6

ARTICLE VII LEAVES

Section A: Sick Leave - CCL

Section B: Sick Leave Cash Out

The District will follow state WAC's and RCW's for employee's seeking compensation for accumulated sick leave days. Please provide specific citations to make this addition helpful.

6-24 W/D

Employees may cash in unused illness/injury leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated illness/injury leave days. At the employee's option, they can cash-out their unused illness/injury leave days in January of the school year following any year in which a minimum of sixty (60) days of illness/injury leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued illness/injury leave. The employee's illness/injury leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation under this section for a portion of leave for illness or injury accumulated at a rate in excess of one day per month.

1. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued illness/injury leave. For the purposes of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teachers' Retirement System.
2. Employees shall be allowed to use sick leave for illnesses of immediate family members who have a health condition that requires supervision or treatment.

Section C: Leave Sharing - CCL

Section D: Sick Leave Incentive - CCL

Section E: Personal Leave

1. Each employee shall be entitled to three (3) days personal leave per year at full pay to conduct personal business that cannot normally be done outside the duty days and that 24 hours advance written notice shall be given when possible. Applicants for such leave shall not be required to state the reason for requesting such leave. ~~No more than two (2) employees per building, pending the availability of substitutes, shall be on personal leave at once except as approved by the immediate supervisor.~~

Employees may carry over personal leave to a maximum of five (5) days in a given year.

2. Employees who do not use any or part of their personal leave may request to cash-out up to three (3) days at \$35.00 per hour. Requests for reimbursement must be submitted to Human Resources by the last day of school. Reimbursements will be paid in the July check. Any employee whose personal leave exceeds the maximum five (5) days accrual shall be automatically cashed out.

6-24 CCL

6/24 Association W/D

Section F: Bereavement Leave - CCL

Section G: Voluntary Leave

1. An unpaid leave of absence may be granted to certificated employees for the purpose of study, travel, recuperation, exchange teaching, working in a professionally related field, family or personal matters, or other reasons acceptable by the Board. Such requests must be made prior to April 15 for the following year. The board may consider exceptions to the deadline based upon the individual circumstances of the employee. TA 6/24/21
2. Such leaves may be renewed upon the recommendation of the Superintendent. Notices of intent to return shall be submitted in writing prior to March 15th of the year of absence in order to guarantee employment for the ensuing school year. Upon return, employees shall be given conditions of employment as nearly equal to their former position as available. The Certificated employees shall retain their position on the salary schedule and receive additional increments if eligible, retain accumulated sick leave, retirement and other benefits which are retained for the period of the leave.

6-24 Agree

Section H: Family and Medical Leave - CCL

Section I: Adoption Leave - CCL

Section J: Jury Duty and Subpoena Leave – CCL

Section K: Association Leave - CCL

Section L: Unpaid Holidays of Faith or Conscience (WAC 357-31-052)

Employees are entitled to two (2) unpaid holidays per year for reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Refer to the Employee Handbook for the appropriate form. TA 6/24/21

Section M: Extension of Leaves - CCL

Section N: Attendance at Meetings and Conferences - CCL

Section O: Washington Paid Family Medical Leave

Employees will be provided Paid ts laFamily and Medical Leave (PFML) benefits as allowed by law. The District will pay the full its share of the PFML premium, including both the employer and employee portion. Information about PFML and its benefits will be made available to the bargaining unit members annually. The District will make available to the bargaining annually notify employees about the benefits available under PFML.

To qualify for PFML, employees must work 820 hours or more in the qualifying period, which shall be defined as the first four of the last five completed calendar quarters starting from when the employee makes their claim for benefits. PFML may not be taken without a qualifying event. PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or family and may be extended under certain circumstances. Weekends, holidays and school breaks that fall within an employee's PFML leave do not count toward the employee's PFML entitlement.

Employees are responsible to file claims with the Employment Security Department (ESD) and payments will come from the ESD.

Employees must provide the District with at least thirty (30) days written notice before paid family or medial leave is to begin if the need is foreseeable. For unforeseeable leave, the employee must provide the District with written notice as soon as practical when thirty (30) days is not possible. (WAC 192-600-005)

Employees may use accumulated sick leave to supplement PFML benefits up to an amount that results in no loss of compensation to the employee. The District shall maintain their portion of medical benefits when an employee is on leave. The employee shall continue to pay the same out-of-pocket as prior to leave.

Employees may choose to use PFML prior to exhausting other leave options and will not be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively with the employee's other paid leave entitlements, at the employee's discretion.

Employees are eligible for WPFL starting in January of 2020. The cost of the premiums shall be split as per the RCW. Procedures for application shall be established by WAC. The District shall maintain their portion of medical benefits when an employee is on leave. The employee shall continue to pay the same out-of-pocket as prior to leave.

Employees may elect to use this leave after using an employee determined amount of sick leave and before accessing the provision of the Family and Medical Leave Act (FMLA). 6/24 Association agrees. TA 6/24/21

Section P: Other Leaves

The District shall provide employees with the following leave as provided by the law(s):

Military Leave (RCW 38.40.060)

Domestic Violence Leave (RCW 49.76.030)

Section P. Military Leave (RCW 38.40.060)

The District shall grant military leave to any employee who is called into active duty, training, or drills for a period not exceeding twenty-one (21) days during each year (measured October 1 to September 30). Such leave shall be in addition to any vacation or sick leave of absence to which the employee is entitled and shall not involve any loss of pay. During the period of military leave the employee will receive his/her normal pay.

TA 6/24/21

Section Q. Domestic Violence Leave (RCW 49.76.030)

An employee may take reasonable leave from work, intermittent leave, or leave on a reduced leave schedule, with or without pay, to:

1. Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or employee's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
2. Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family member;
3. Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
4. Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or
5. Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking.
6. The District may request verification of the leave. (WAC 357-31-327)

6-24 Counter

6/24 Association agrees TA 6/24/21

Proposal 7/Proposal 7

ARTICLE VIII FISCAL

Section A: Length of Contract - CCL

Section B: Individual Employees' Contract - CCL

Section C: Salaries/Stipends

1. Certificated employees' salary schedules shall be attached as Appendix A. and shall be effective on the first employee contract day. Employee checks shall be distributed on the last weekday of each month. Part-time employees' paychecks will follow the same schedule as full-time employees.
2. Extra-Curricular Salary Schedule and Criteria, as per the Castle Rock decision, are outside of the scope of this contract.

3. Acceptance of Credit/Service

The District shall accept for initial placement and advancement on the Salary Schedule all credits/clock hours and pertinent service that are allowed for certification and District initiatives.

4. Advancement on the Salary Schedule

To be counted towards advancement on the salary schedule, college credits/clock hours must be pursuant to paragraph 3 € above and credit must be completed by September 1 of the year in which they are credited. The employee must inform the Superintendent by September 12 of the course completion and present an official transcript as satisfactory evidence of entitlement to advance on the salary schedule.

5. Corrections related to salary or fringe benefits shall be brought to the attention of the employee or the employer as soon as discovered. In the event that correction is needed, the District and the employee shall work out a mutually acceptable plan for payment.

Section D: ~~Time and Incentive~~ Teacher Responsibilities

An amount equivalent to Nine and a half (9 1/2) days ~~have been rolled into the~~ is now part of the Certificated Salary Schedule (APPENDIX A). The purpose of the inclusion ~~supplemental days in the salary schedule~~ is to acknowledge other ~~perform~~ teacher-directed duties, on and off school property, requiring additional time and responsibility such as: TA 6/24/21

- preparation,
- parent contact
- attending IEP, 504, and student discipline meetings
- self-assessment,

- goal setting,
- meeting with principal for evaluation conferences,
- artifact and data collection,
- grading
- implementing technology into instruction
-

6-24 Agree

Section E: District Professional Development

Each employee shall receive a supplemental contract ~~for four (4) days in 2018-2019 and five (5) days in 2019-2020 for six (6) supplemental days~~ to be compensated at per diem rate. The purpose of the supplemental days is for certificated employees to participate in District directed professional development activities. ~~The six days are dependent on continued state funding and local levy support. If either funding source should go away, the parties agree to mutually bargain the impact.~~

6-24 Counter

6/24 Association agrees. TA 6/24/21

2018-2019:

- ~~August 27, 2018—1/2 day directed by BLT and half-day individual teacher preparation~~
- ~~August 28, 2018—district directed~~
- ~~October 12, 2018—district directed~~
- ~~March 15, 2019—district directed~~

2019-2020: 5 days

- ~~August 26—district directed~~
- ~~August 27—building day and Open House/Community Potluck/Movie Night~~
- ~~August 28—individual teacher preparation~~
- ~~October 11—district directed~~
- ~~March 13—district directed~~

2021-22 - 6 Days District-Directed

There will be three supplemental days scheduled prior to the first instructional day. They will be used as follows:

- Day One – District-directed
- Day Two - Building Day and Open House/Community Potluck/Movie Night
- Day Three – Individual teacher preparation

There will be three supplemental days scheduled during the student year as follows:

- Day Four (October) – District-directed

- Day Five (November) – District-directed
- Day Six (March) – District-directed

6-24 agree TA 6/24/21

OR

- August 30, 2021 – District-directed
- August 31, 2021 – Building Day and Open House/Community Potluck/Movie Night
- September 1, 2021 – Individual teacher preparation
- October 15, 2021 – District-directed
- November 12, 2021 – District-directed
- March 11, 2022 – District-directed

Employees will sign in and be compensated in the month following the days worked. No leave (sick, professional, personal, etc.) will be granted.

Learning Improvement Days formally funded by the State, if reinstated, will replace these days/hours.

Section F: Insurance Benefits through SEBB

- ~~1. The District shall provide the full state allocation per month per FTE toward approved health, vision and dental benefit premiums for members of the bargaining unit. The funds shall be pooled and applied toward the Insurance Programs approved by the Association and the Board.~~

~~The District shall provide for:~~

- ~~• employee coverage~~
- ~~• employee and spouse coverage~~
- ~~• employee, spouse, and children coverage~~
- ~~• employee and children coverage~~

~~The enrollment of employees shall be completed within the time specified by the insuring company.~~

~~b. — Dental/Vision Insurance: The District shall provide the dental/vision insurance for all of its certificated employees and eligible dependents.~~

~~c. — The premiums for vision and dental plans shall first be deducted from the above.~~

~~d. — The District shall annually provide a copy of its insurance pooling report. Employees will return any surplus monies or discounts to the pool to reduce individual payments. These payments may be applied at the discretion of the employee toward~~

~~health/medical, salary, life and other insurance programs as approved by the Association and the Board.~~

~~e. The District and the Association agree the District will pay \$30.00 towards the insurance rebate (HCA).~~

~~The above provision shall sunset on December 31, 2019 and be replaced by the language that follows:~~

Effective January 1, 2020, The District shall provide qualified employees with insurance benefits that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

6-24 Agree TA 6/24/21

1. Availability:

- a. Qualified employees who work or will work a minimum of 630 hours during the year.
- b. Open enrollment begins on October 1 and through November 15 per SEBB
- c. Employees are responsible for enrolling online or with forms provided by SEBB.

2. Benefits:

- a. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long-term disability insurance and retiree subsidy (formerly HCA).
- b. Employees may select a carrier approved by SEBB

3. Premiums:

- a. The district shall pay their portion of the employee premium as established by SEBB.
- b. Employees will be responsible for their portion of the premium.
- c. Any additional premium surcharges will be paid by the employee.

Section G: Calendar - CCL

Section H: National Board Certification - CCL

Section I: Tuition Reimbursement - MEA proposes to address this collaboratively at the bargaining table

Tuition reimbursement may be used for credits, clock hours and workshop registrations and/or fees. Tuition reimbursement may also be used to reimburse the employee for substitutes, meals, mileage and/or hotel costs, with appropriate receipts and according to District Policy and Procedure. The district will provide support for tuition reimbursement as follows:

1. Tuition reimbursement shall be based on actual cost to a maximum of seven hundred fifty dollars (\$750) per FTE per contract year. A contract year is September 1 through August 31. Transcripts must be received by the District Office prior to September 30 of the following school year. The reimbursement pool shall be funded to a maximum of \$5,000 per year. Part time employees are eligible for tuition reimbursement prorated to their FTE. After May 15 of the current school year, if there are still funds remaining in this pool, employees previously approved for reimbursement may re-apply for an addition amount of \$750.
2. Requests for reimbursement shall be submitted on the district reimbursement form accompanied by a transcript or certificate of clock hour completion and proof of payment for the classes. Classes must be completed prior to reimbursement. Tuition reimbursement will be for those courses recognized for certification, NBCT or District initiative.
3. Teachers may be reimbursed at the above rate for self-initiated district approved staff development activities that align with District goals, including National Board Certification and Pro-teach Certification.

6-24 No change

6/24 Association w/d contingent on agreement that Superintendent and MEA president will work together to communicate tuition reimbursement process to employees.

Section J: Retirement/Resignation Notification – CCL

Section K. Committees (NEW)

Employees will be compensated at ~~their per diem~~ the curriculum rate for District any meetings scheduled outside of the work day. Employees will timesheet these hours and be compensated the following month.

6/24 Association agrees TA 6/24/21

6-24 counter

Proposal 9-

The District will provide qualified employees with state directed Long Term Care Program that is consistent with state law.

See Article II, Section B for Association Proposal.

Proposal 10/Proposal 8

ARTICLE IX GRIEVANCE PROCEDURE

The purpose of these guidelines is to provide a means for orderly and prompt adjustment of grievances of the certificated employees of the Manson School District and of the recognized employee organization.

Also see Appendix B - Grievance Form deletions - CCL

Section A: Definitions

1. "Grievance" shall mean a claim by a grievant that a provision of this Agreement has been ~~or a District policy has been allegedly violated~~, misinterpreted, or misapplied; ~~that an employee has been treated unfairly; or that a condition exists which jeopardizes employee health or safety.~~ – CCL
2. "Grievant" shall mean a certificated employee of the district, a group of such employees, or the recognized employee organization.

6-24 Counter

6/24 Association holds.

3. "Association" shall mean the Manson Education Association.
4. "District" shall mean the Manson School District; "Board" shall mean the District's Board of Directors; and "Superintendent" shall mean the District's chief administrative officer.
5. "Days" shall mean teacher employment days, except that after the last day of school the word shall include all weekdays. If the time limits stipulated in this provision are not met, the grievant shall have the right to appeal the grievance to the next level of procedure.
6. The personal pronouns used in this statement shall refer to one or more individual of either sex.
7. "Grievance Review Request Form" shall mean a prepared form to be used in reporting a grievance under this procedure. A copy of this form follows as Appendix B.

Section B: General Conditions - CCL

Section C: Grievance Procedures - CCL

Section D: Adverse Actions - CCL

Proposal 11/Proposal 9
ARTICLE X
DURATION OF AGREEMENT

This agreement shall remain in full force and effect from September 1, ~~2018~~ 2021 to and including August 31, ~~2022~~ 2021. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless renewed or the parties are engaged in the process of bargaining a successor agreement. This Agreement may be amended or modified only with the mutual consent of the parties.

6-24 Counter- September 1, 2021 through August 31, 2024

6/24 Association counter – September 1, 2021 through August 31, 2023

- ~~3.58% shall be applied to the Manson Salary Schedule for 2021-22, inclusive of the 2% IPD funded by the State. (needs clarification)~~

6-24 Counter : Year 1 2021-22 2% Year 2 2022-23 IPD Year 3 2023-24 IPD

6/24 Association counter: Year 1 2021-22 3% Year 2 2022-23 IPD plus 2%

- ~~The IPD of two percent (2%) shall be applied to the Manson Salary Schedule for 2019-2021.~~

The District shall offer the difference in the allocation from 2020-21 to 2021-22

- ~~In 2020-2021, the state determined IPD shall be added to the Manson Salary Schedule. A third state funded Professional Day shall be added to ARTICLE VIII. Section E. Professional Development.~~
- Salary will not be a re-opener during the term of this agreement

6-24-21 Resubmit

6/24 Association Holds

- In case of a double levy failure the Parties agree to re-open negotiations.

MEA Representative

MSD Representative

APPENDIX A.

Salary Schedule 2018-2020

**Manson Schedule
2019-2020**

STEP	BA-0	BA-15	BA-30	BA-45	BA-90	MA-0	MA-45	MA-90
0	\$44,805.54	\$46,015.26	\$47,360.64	\$48,525.48	\$52,557.54	\$53,856.00	\$57,749.34	\$60,349.32
1	\$45,408.36	\$46,635.42	\$47,904.30	\$49,217.04	\$53,290.92	\$54,582.24	\$58,388.88	\$60,970.56
2	\$45,982.62	\$47,221.92	\$48,505.08	\$49,917.78	\$53,980.44	\$55,286.04	\$58,978.44	\$61,588.62
3	\$46,575.24	\$47,825.76	\$49,122.18	\$50,580.78	\$54,635.28	\$55,971.48	\$59,577.40	\$62,211.84
4	\$47,155.62	\$48,461.22	\$49,765.80	\$51,274.38	\$55,353.36	\$56,699.76	\$60,161.64	\$62,855.46
5	\$47,755.38	\$49,067.10	\$50,384.94	\$51,977.16	\$56,040.84	\$57,413.76	\$60,755.28	\$63,501.12
6	\$48,372.48	\$49,655.64	\$51,018.36	\$52,689.12	\$56,732.72	\$58,114.50	\$61,357.08	\$64,116.18
7	\$49,455.72	\$50,758.26	\$52,138.32	\$53,900.88	\$58,005.36	\$59,424.18	\$62,581.08	\$65,418.72
8	\$51,041.82	\$52,414.74	\$53,828.46	\$55,756.88	\$59,896.44	\$61,367.28	\$64,473.18	\$67,412.82
9	\$51,041.82	\$54,131.40	\$55,614.48	\$57,591.24	\$61,847.70	\$63,368.52	\$66,425.46	\$69,466.08
10	\$51,041.82	\$54,131.40	\$57,421.92	\$59,542.50	\$63,855.06	\$65,426.88	\$68,431.80	\$71,573.40
11	\$51,041.82	\$54,131.40	\$57,421.92	\$61,548.84	\$65,956.26	\$67,559.70	\$70,534.02	\$73,737.84
12	\$51,041.82	\$54,131.40	\$57,421.92	\$63,492.96	\$68,114.58	\$69,764.94	\$72,690.30	\$75,993.06
13	\$51,041.82	\$54,131.40	\$57,421.92	\$63,492.96	\$70,324.92	\$72,025.26	\$74,900.64	\$78,299.28
14	\$51,041.82	\$54,131.40	\$57,421.92	\$63,492.96	\$72,545.46	\$74,332.50	\$77,267.04	\$80,696.28
15	\$51,041.82	\$54,131.40	\$57,421.92	\$63,492.96	\$74,433.48	\$76,267.44	\$79,275.42	\$82,794.42
16	\$51,041.82	\$54,131.40	\$57,421.92	\$63,492.96	\$75,920.64	\$77,791.32	\$80,860.50	\$84,449.88

**Manson Schedule
2020-2021**

Manson School District
2020-2021 Salary Schedule

STEP	BA-0	BA-15	BA-30	BA-45	BA-90	MA-0	MA-45	MA-90
0	\$45,522.43	\$46,751.50	\$48,118.41	\$49,301.89	\$53,398.46	\$54,717.70	\$58,673.33	\$61,314.91
1	\$46,134.89	\$47,381.59	\$48,670.77	\$50,004.51	\$54,143.57	\$55,455.56	\$59,323.10	\$61,945.33
2	\$46,718.34	\$47,977.47	\$49,281.16	\$50,716.46	\$54,844.13	\$56,170.62	\$59,922.10	\$62,574.04
3	\$47,320.44	\$48,590.97	\$49,908.13	\$51,390.07	\$55,509.44	\$56,867.02	\$60,480.00	\$63,207.23
4	\$47,910.11	\$49,236.60	\$50,562.05	\$52,094.77	\$56,239.01	\$57,606.83	\$61,124.23	\$63,861.15
5	\$48,519.47	\$49,852.17	\$51,191.10	\$52,808.79	\$56,937.49	\$58,332.38	\$61,727.36	\$64,517.14
6	\$49,146.44	\$50,450.13	\$51,834.65	\$53,532.15	\$57,642.15	\$59,044.33	\$62,338.79	\$65,142.04
7	\$50,247.01	\$51,570.39	\$52,972.53	\$54,763.28	\$58,933.45	\$60,374.97	\$63,582.38	\$66,465.42
8	\$51,858.49	\$53,253.38	\$54,689.72	\$56,328.67	\$60,854.78	\$62,349.16	\$65,504.75	\$68,491.43
9	\$51,858.49	\$54,997.50	\$56,504.61	\$58,512.70	\$62,837.26	\$64,382.42	\$67,488.27	\$70,577.54
10	\$51,858.49	\$54,997.50	\$58,340.67	\$60,495.18	\$64,876.74	\$66,473.71	\$69,526.71	\$72,718.57
11	\$51,858.49	\$54,997.50	\$58,340.67	\$62,533.62	\$67,011.56	\$68,640.66	\$71,662.56	\$74,917.65
12	\$51,858.49	\$54,997.50	\$58,340.67	\$64,508.85	\$69,204.41	\$70,881.18	\$73,853.34	\$77,208.95
13	\$51,858.49	\$54,997.50	\$58,340.67	\$64,508.85	\$71,450.12	\$73,177.66	\$76,099.05	\$79,552.07
14	\$51,858.49	\$54,997.50	\$58,340.67	\$64,508.85	\$73,706.19	\$75,521.82	\$78,503.31	\$81,987.42
15	\$51,858.49	\$54,997.50	\$58,340.67	\$64,508.85	\$75,624.42	\$77,487.72	\$80,543.83	\$84,119.13
16	\$51,858.49	\$54,997.50	\$58,340.67	\$64,508.85	\$77,135.37	\$79,035.98	\$82,154.27	\$85,801.08

The Association proposes to increase each cell of the 2020-21 Manson Salary Schedule by 3.58%.

6-24 Counter

6/24 Association counter above

STEP	BA-0	BA-15	BA-30	BA-45	BA-90	BA-135	MA-0	MA-45	MA-90
0	\$47,152.13	\$48,425.21	\$49,841.05	\$51,066.90	\$55,310.13	\$55,310.13	\$56,676.59	\$60,773.83	\$63,509.98
1	\$47,786.52	\$49,077.85	\$50,413.18	\$51,794.67	\$56,081.91	\$56,081.91	\$57,440.86	\$61,446.87	\$64,163.70
2	\$48,390.86	\$49,695.06	\$51,045.43	\$52,532.11	\$56,807.55	\$56,807.55	\$58,181.52	\$62,067.31	\$64,814.19
3	\$49,014.52	\$50,330.53	\$51,694.85	\$53,229.84	\$57,496.68	\$57,496.68	\$58,902.86	\$62,655.54	\$65,470.05
4	\$49,625.29	\$50,999.27	\$52,372.17	\$53,959.76	\$58,252.37	\$58,252.37	\$59,669.29	\$63,312.47	\$66,147.38
5	\$50,256.46	\$51,636.88	\$53,023.74	\$54,699.35	\$58,975.86	\$58,975.86	\$60,420.68	\$63,937.20	\$66,826.85
6	\$50,905.88	\$52,256.24	\$53,690.33	\$55,448.60	\$59,704.71	\$59,704.71	\$61,158.12	\$64,570.52	\$67,474.12
7	\$52,045.85	\$53,416.61	\$54,868.95	\$56,723.82	\$61,043.26	\$61,043.26	\$62,536.39	\$65,858.63	\$68,844.88
8	\$53,715.02	\$55,159.85	\$56,647.61	\$58,655.98	\$63,033.38	\$63,033.38	\$64,581.26	\$67,849.82	\$70,943.42
9	\$53,715.02	\$56,966.41	\$58,527.17	\$60,607.45	\$65,086.84	\$65,086.84	\$66,687.31	\$69,904.35	\$73,104.21
10	\$53,715.02	\$56,966.41	\$60,429.27	\$62,660.91	\$67,199.33	\$67,199.33	\$68,853.47	\$72,015.76	\$75,321.90
11	\$53,715.02	\$56,966.41	\$60,429.27	\$64,772.33	\$69,410.57	\$69,410.57	\$71,097.99	\$74,228.08	\$77,599.70
12	\$53,715.02	\$56,966.41	\$60,429.27	\$66,818.26	\$71,681.93	\$71,681.93	\$73,418.73	\$76,497.29	\$79,973.03
13	\$53,715.02	\$56,966.41	\$60,429.27	\$66,818.26	\$74,008.03	\$74,008.03	\$75,797.42	\$78,823.40	\$82,400.03
14	\$53,715.02	\$56,966.41	\$60,429.27	\$66,818.26	\$76,344.87	\$76,344.87	\$78,225.50	\$81,313.73	\$84,922.57
15	\$53,715.02	\$56,966.41	\$60,429.27	\$66,818.26	\$78,331.77	\$78,331.77	\$80,261.78	\$83,427.30	\$87,130.60
16	\$53,715.02	\$56,966.41	\$60,429.27	\$66,818.26	\$79,896.82	\$79,896.82	\$81,865.47	\$85,095.39	\$88,872.76

Rationale:

2% is the inflationary adjustment determined by the state; .58% is to account for the LTSS Trust payroll deduction, and 1% is to be competitive with other districts, many of which are currently negotiating.

The total cost of our salary proposal is approximately \$151,236, based on the current reported base pay. At our last meeting, the District said it was receiving \$43,340 in additional salary dollars for Basic Ed funded FTE salaries for 2021-22. That is true, but it does not account for the additional funding that is received for CTE, LAP, TBP or HiCap, all of which also receive inflationary increases. In 2020-21, the District reported that it understaffed and underspent for certificated FTE in LAP and TBP by \$132,697 in LAP and \$135,199 in TBP which totals \$267,896 which \$10,000 less than what was reported for Basic Ed staff over the allocated amount. It is reasonable to assume that the inflationary increases in the categorical programs will cover, at minimum, the IPD for all certificated staff.

Manson's EFB has been a bit erratic over the years, but in the last few years, the District has ended the year with a greater EFB than they budgeted for, and has budgeted to end this school year with just under \$1 million. In addition, the District is eligible for \$1.34 million dollars of ESSER funds which can be used to pay for many things currently paid out of the general fund, which can extend general funds into the out years, far beyond the sunset of the federal funds.

Lake Chelan's salary schedule is very similar to Manson's and they are negotiating this summer, as are Ephrata, Quincy, and Tonasket.

Cascade is in a multi-year agreement and the 2021-22 salary schedule starts at \$46,925 and tops out at \$88,445 at 16 years.

Methow Valley is in a multi-year agreement, and they have agreed to IPD for 2021-22 school year.

Moses Lake 2020-21 salaries are already much higher (\$49,483 - \$93,266) and they have already negotiated IPD + 1.55% for the 2021-22 school year.

Wahluke salaries range from \$51,415 - \$96,909 currently and they are in negotiations for the 2021-22 school year.

6-24 District re-submits proposal 6/24 Association Holds

Manson School District/Manson Education Association

Grievance Form

Name of Grievant:	
Date:	
Assignment:	
Building:	
Person to Whom the Grievance is Submitted:	

Specific Contract Article, or District Rule or Policy District Rule or Policy - CCL Alleged Violated: 6/24 Association Holds

Basis for the Grievance (state how the specific article was violated):

Date Violation Occurred:
Date Grievant Became Aware of Violation:
Remedy Sought:

Signature of Grievant:

Send the original signed grievance to the person with whom the grievance is filed.
Send one (1) copy each to the Superintendent's Designee and the Association President. Keep one (1) copy.

4-22-21 District to discuss

MEA proposes creating an Appendix that includes all stipends.

6-24 Reject

6/24 Association resubmits original proposal to include stipends as an Appendix

APPENDIX C

Letter of Agreement
Manson School District
And
Manson Education Association

As a result of bargaining the 2018-2020 collective bargaining agreement, the Parties make the following agreement:

1. Class Advisors shall be paid the following stipends:

- a. 12 Grade Advisor - four hundred fifty dollars (\$450.00)
- b. 11th Grade Advisor - four hundred fifty dollars (\$450.00)
- c. 10th Grade Advisor - three hundred fifty dollars (\$350.00)
- d. 9th Grade Advisor - three hundred fifty dollars (\$350.00)

2. Advisors shall have the following responsibilities:

- a. Concessions: Assign students and assist class/club presidents in finding a responsible adult to work concessions.
- b. Work with class officers in planning for other fundraising activities.
- c. Other:
 - Senior Advisor: Senior Class Fund Raising Activity and Senior Trip
 - Junior Advisor: Homecoming
 - Sophomore Advisor: Homecoming □ Freshman Advisor: Tolo Dance
- d. Meetings:
 - ASB executive council meets every Monday
 - Student Council meets second Tuesday of the month
 - Class meetings are held monthly, on Thursdays, following Student Council meetings.

3. Class Advisors' duties are carried out, primarily, during regular school hours

For the District

Date

For the Association

Date

Stipends 2020-2021	Amount	#
English Language Development Committee	\$ 210.00	7
Mentor/Mentee Stipend	\$ 300.00	6
WA Kids Data Entry	\$ 210.00	2
New Teacher Orientation	\$ 70.00	3
Building Leadership Team - Elem	\$ 1,000.00	5
Building Leadership Team - MS	\$ 1,000.00	3
Building Leadership Team - HS	\$ 1,333.33	3
Middle School Advisor	\$ 323.00	2
Freshman Class Advisor	\$ 350.00	2
Sophomore Class Advisor	\$ 350.00	2
Junior Class Advisor	\$ 300.00	3
Senior Class Advisor	\$ 450.00	2
Acellus Coordinator	\$ 1,000.00	1
Alumni Newsletter	\$ 770.00	1
Building Assessment Coordinator	\$ 500.00	2
Annual Advisor	\$ 500.00	1
FBLA Advisor	\$ 3,000.00	1
Band Advisor -MS/HS	\$ 7,000.00	1
Honor Society	\$ 500.00	1
2019-2020 Stipends		
Camp Manson	\$ 252.00	5
Holden Outdoor Ed - 8th Grade	\$ 350.00	4
Options Play Director	\$ 1,000.00	1
Knowledge Bowl Advisor - MS	\$ 1,000.00	1
Knowledge Bowl Advisor - HS	\$ 1,500.00	1
ASB Advisor	\$ 1,600.00	1
Music Concert Prep	\$ 245.00	1
Spelling Bee Advisor	\$ 350.00	1
Robotics Advisor	\$ 3,000.00	1
Drone Club Adviosr	\$ 5,000.00	1

District to Discuss 4-22-21

MEA proposes to update and move this LOA into the body of the CBA

6-24 reject/LOA for 2021-22

6/24 Association agrees to amend and keep as LOA

APPENDIX D

Letter of Agreement
Manson School District
And
Manson Education Association

It is agreed that Manson School District will conduct conference weeks for the 2019-2020 school year. A recommendation(s) for the weeks, including a schedule (times/dates) will be developed by the Manson Elementary Building Leadership Team (BLT) and Manson MS/HS combined BLT's. The recommendation(s) will be given to the respective building staff to vote.

Parameters:

- Each building will develop a plan which:
 - Effectively communicates student learning progress with parents;
 - Provides at least fourteen (14) hours of conference/parent contact time;
 - Has at least two (2) evening opportunities for parental contact.
- Plans may include early dismissal for staff and students in exchange for conference hours beyond the contract day.
- Conference weeks shall be the weeks of October 14-18, 2019 and March 30-April 3, 2020.
- Plans shall be submitted to the Superintendent for final approval by:
 - September 15, 2019 for Fall Conferences;
 - February 15, 2020 for Spring Conferences.

If there is no agreement by a BLT/building staff by these dates, the 2018-2019 conference format shall be used.

This agreement is for the 2019-2020 school year only.

MLEA Representative/Date

Manson School District/Date

MEA proposes to update and move this LOA into the body of the CBA

6-24 Agree with updates and move into CBA Article VI- Instruction : New Section F: Collaboration

6/24 Association agrees TA 6/24/21

APPENDIX E

Letter of Agreement
Manson School District and
Manson Education Association

~~It is agreed in the 2019-2020 school/work year~~ Collaboration time shall be focused on work identified on the attached document (attachment A).

Collaboration:

- 13 Monday late starts shall be designated collaboration days.
 - Each BLT shall schedule these days on the District professional development calendar.
- The Superintendent and MEA President (or designee) will schedule a meeting with each BLT by September 15, ~~2019~~ to review attachment A and associated PLC philosophy.
- Prior to April 1, ~~2020~~ MEA/MSD will mutually develop a survey for certificated staff to help determine if any improvement in staff satisfaction with collaboration time has occurred.

~~This agreement shall be for the 2019-2020 school year only.~~

~~MEA Representative/Date~~

~~Manson School District/Date~~

Attachment A.

Collaboration Work:

This is the ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve. Collaborative teams work interdependently and in groups to create/review team norms, and to achieve goals for which members are mutually accountable, focusing on student learning and teacher practice.

Collaboration Related Activities

What do we want students to learn? • Identifying essential learnings (power standards) • Curriculum alignment to standards • Aligning team goals to Schoolwide plan • Analyzing data to write SMART goals • Common syllabus development • Planning/reviewing pacing guide • Collaborative unit/lesson planning
How will we know if they have learned it? • Creating common assessment? (summative and formative) • Sharing data from common assessments • Collaboratively analyzing data • Collaborative analyzing actual student work • Reflection and monitoring of progress towards SMART goals • Collaboratively scoring of student work • Creating, revising rubrics and assessment scales
What will we do to help students when they have not learned the material? • Intervention analysis and planning • Sharing strategies related to common assessment results (what worked/did not work based on results) • Collaborative planning based on results of common assessments • Action research and inquiry learning (what have others tried; what are the results?) • Sharing best instructional practices • Book reads or other research
What will we do to extend the learning for those students who already have learned the material? • Collaboratively planning of extension activities and groupings • Action research (research what others have tried, plan it, try it, evaluate effectiveness) • Sharing best instructional practices • Plan instruction differentiation

The focus of Collaboration Time is NOT:

- ☐ A staff, IEP, or child study team meeting
- ☐ Additional daily prep time
- ☐ Planning time for field trips, events, etc.
- ☐ Time to assign tasks (copying, organizing, etc.) unrelated to collaboration

Collaboration Time IS to focus on student learning and teacher practice

Modify below after agreement

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