

Master Agreement
Between
Manson School District
And
Manson Education Association
2021-2024

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PURPOSE

These Agreements are entered into by and between the Manson School District No. 19, hereinafter called the "District": acting by and through its Superintendent and Board of Directors, hereinafter called the "Board", and the Manson Education Association, hereinafter called the "Association", and referred to collectively as "the parties" pursuant to RCW 41.59.

ARTICLE I ADMINISTRATION

Section A: Recognition

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.

Section B: Status of the Agreement

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District, which shall be contrary to or inconsistent with its terms.

Section C: Compliance of Agreement

If any individual teacher's personal service contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

Normally, the Board shall not issue any individual employment contract prior to the ratification of the Master Agreement. Subsequently, within ten (10) days thereafter, it will submit a completed, individual contract to all certificated employees employed by the District. In the event that the Master Agreement has not been ratified by May 15th and the Board chooses to issue individual personal service contracts then each contract must contain a rider which guarantees that the salary and other terms and conditions of employment of that contract will be amended to conform to the salary schedule and other terms of employment as executed in the Master Agreement.

Section D: Conformity of Law

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any Certificated employee or groups of Certificated employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

Section E: Mutual Problem Solving

A group consisting of MS/HS Representatives, Elementary Representatives, Association Representatives, Administrative Representatives, and the Superintendent shall meet no fewer than four (4) times, if necessary, during each school year to discuss mutual concerns and attempt to find solutions. Upon the request either of the Association or District additional meetings will be scheduled.

Section F: Distribution of Agreement

Within sixty (60) days after final ratification of this Agreement, the District will post an online version of said agreement in an easily accessible location.

Section G: Maintenance of Benefits

Unless otherwise provided in the agreement, nothing contained herein shall be interpreted to eliminate or reduce employee benefits without first discussing such matters with the Mutual Problem Solving Committee. This provision will not apply to extracurricular activities or supplemental contracts.

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 for employees. Payroll deductions shall also be available for members who wish to contribute to WEA-PAC and the NEA Fund for Children and Public Education.
2. **Member:** Membership in the MEA is voluntary. Upon receipt of written authorization, the District shall deduct an amount equal to the 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. 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.
3. **Notice of Change in Dues and Assessments:** The Association shall provide the District with advance notice of at least thirty (30) business days concerning any change in dues and assessments.
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 programs 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.

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. Use of District resources (technology, email, etc.) outside of student instructional hours is permissible, including during duty-free lunch. All District emails are subject to Public Disclosure requests.
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, 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 five (5) working days of a school board meeting where certificated contracts are approved, the information above will be provided for each new employee.
4. The District shall provide the Association with access to new employees within ninety (90) 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.
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

The authority of the Board and the Administration to manage and direct the affairs of the District shall be limited only to the extent such a decision conflicts with this Agreement or law.

ARTICLE III PERSONNEL

Section A: Rights of Law

No employee shall be denied any legal right granted under Federal, State, County or local law or regulation. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive, but are in addition to those provided elsewhere. Each employee shall have the right to freely organize, join and support the Association in its endeavors. The District shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred to or protected by the Statutes and Constitutions of the United States and the State of Washington; or discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of his/her membership in the Association or his/her participation in activities of the Association.

Section B: Non-Discrimination

Employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to employment of any employee because of membership or non-membership in the Association, race, creed, religion, national origin, age, sex, sexual orientation including gender expression or identity, marital status, families with children, the presence of any sensory, mental or physical disability unless permitted by a bona fide occupational qualification, use of a trained guide dog or service animal by a person with a disability, honorably discharged veteran or military status, or legal activity in the Association, including involvement in carrying out duties as an AR.

Both the District and the Association shall bear the responsibility for complying with this provision of the Agreement.

Section C: Personnel Files

1. Certificated employees shall have the right to inspect all contents of their own personnel files kept within the district. A representative of the Association may, at the certificated employee's request, accompany the certificated employee in this review. Each Certificated employee's personnel file shall contain, but not be limited to the following: employment information, evaluation reports, annual contracts, official transcripts, CECH hours, and state certification.
2. No evaluations or correspondence making derogatory references to an employee's or former employee's competence, character or manner shall be kept or placed in the personnel files without the employee's knowledge and opportunity to attach comments.
3. Removal: After seven (7) years the District may remove and destroy employee's evaluation reports. After four (4) years, upon request of the employee, the District shall remove and destroy any adverse materials (excluding evaluation reports) upon which no subsequent action has been taken unless otherwise required to remain on file by state law.
4. There shall be no separate personnel files kept by the District.
5. Personnel files will be maintained at the District Office.

Section D: Just Cause

1. Certificated employees shall not be disciplined (including warnings, reprimands, suspension, reductions in rank or professional advantage, discharges, non-renewals, 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 five (5) working days, and may be extended upon mutual agreement.
3. The District agrees to follow a policy of progressive discipline which normally includes verbal warning, written reprimand, and suspension with pay, with non-renewal 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. **Assignment** – Placement in a grade level, department (ex: Math, Science, ELA, Social Studies, Music) or program (ex. CTE, SPED. Options)
- b. **Reassignment K-5** – Change in grade level, including combination classes.
- c. **Reassignment 6-12** – Change in teaching outside of current department(s)
- d. **Transfer** – Change of teaching location from one building to another.
- e. **Voluntary** – A transfer or change in assignment that has mutual agreement between parties.
- f. **Involuntary** – A transfer or change in assignment that does not have mutual agreement between-parties

2. Consideration for Reassignment and Transfer

Bargaining unit members who wish to be considered for a reassignment or transfer will be polled by the District for consideration on or before March 1, prior to principals making decisions about assignments, reassignments and transfers for the subsequent school year. Those employees who submit a written request on or before March 1 will be given first consideration by the building principal(s) to fill the position(s).

Reassignments within the building may be made by the Building Principal prior to an involuntary transfer or re-assignment, collaborative meetings will take place between the administrator and employee.

The District shall give notices of assignments, reassignments and transfers as soon as practical, except in cases of emergency.

3. Notice

A notice of vacancy shall be emailed to the President and to all employees.

Notices shall include a description of the position, qualifications, and application procedures. Positions will be posted for internal candidates for five (5) working days. Employees who desire a posted position shall submit a letter of interest to the District within the internal posting period. Vacancies 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 the minimum job qualifications set out in the posting.

4. Internal Candidates – Voluntary Reassignment and Transfer

Qualified internal candidates shall be given an interview. Qualified shall mean the applicant meets the minimum qualifications set out in the job posting. The District will consider all aspects of the candidate(s) professional backgrounds including specific endorsements and certification related to the open position, overall years of experience, overall years in the District, and prior evaluations. After these considerations, the District will select the most qualified internal candidate. If there is only one qualified internal candidate, s/he will be reassigned or transferred to the position. 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.

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.

5. Involuntary Reassignment and Transfer

In the event involuntary transfers are necessary, employees shall not be assigned to a position unless they possess such valid Washington State Certificate and/or endorsements as may be required for the position.

Any employee who is involuntarily reassigned shall be compensated \$300. Any employee who is involuntarily transferred shall be compensated \$400.

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

6. Involuntary Reassignment and Transfer After the School Year Has Begun

Any time an employee is involuntarily reassigned or transferred from one school to another after the school year has begun, an additional \$300 will be paid to that employee for his/her preparation and moving.

Section F: Harassment

1. The Parties, including their representatives and members shall not harass each other.
2. For the purpose of this agreement, the terms “harass” and “harassment” shall mean words, gestures (including offensive touching) and/or other actions, which threaten the individual and serve no legitimate professional purpose.
3. Consistent with Policies 5011 and 3207 the District shall investigate and take appropriate action, including the possibility of disciplinary action, when an individual or group of individuals reports (formally or informally) that he/she/they have been harassed (including sexual harassment) by a member or members of the District or Association respectively. The Parties shall cooperate in conducting investigations of alleged harassment. Following the investigation, the District will produce a written report which shall be shared with the Association and shall include findings and recommendations.

ARTICLE IV EVALUATION

Section A: Authority

All employee evaluations shall be conducted in accordance with RCW 28A.405.100, RCW 28A.405.110, RCW 28A.405.120, RCW 28A.405.130, RCW 28A.405.140, RCW 28A.405.150 and WAC 392-191 and this Agreement.

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.
2. The term **formal observation** shall mean observations that are scheduled in advance.
3. 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.
4. The term **observation report** shall mean a written summary of a formal or informal observation.
5. The term **evaluation** shall mean a summary of employee professional performance capabilities in the categories listed below.
6. 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.
7. 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.
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** shall mean the change in student achievement between two points in time.
15. **Assessment data** is data that is appropriate, relevant, and may include classroom-based, school-based, district-based, and state-based tools.
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
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

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.

Section D: Purpose

The purposes of evaluation of certificated classroom teachers and certificated support personnel shall be, at a minimum:

1. To identify in consultation with employees, particular areas in which their professional performance is proficient or distinguished and particular areas in which the employee could improve his or her performance.
2. To assist employees, who have identified areas needing improvement, in making those improvements.
3. To identify employees whose professional performance is not satisfactory and for whom assistance is needed.
4. Meaningful, helpful, and objective;
5. Encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement;
6. Provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance;
7. Encourage respect for the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.
8. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

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.
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.

Section F: Criterion Performance Scoring

1. Criterion scores, including instructional and student growth rubrics, must be determined by an analysis of evidence.
 - a. Both employee and evaluator will share in the responsibility of gathering evidence.
 - b. Final determination of each criterion score will be made by the evaluator after an analysis of existing evidence has occurred.

Section G: Summative Performance Rating

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

1. 8-14—Unsatisfactory
2. 15-21—Basic
3. 22-28—Proficient
4. 29-32—Distinguished

Section H: Student Growth Criterion Score

1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
 - a. 5-12—Low
 - b. 13-17—Average
 - c. 18-20—High
2. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. It may include teacher initiated formal and informal assessments of student progress.
3. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a Low student growth score on the summative evaluation, the teacher and evaluator will mutually agree to engage in one of the following:

- a. Examine student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
- b. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
- c. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
- d. Create and implement a professional development plan to address student growth areas.

Section I: Provisional Employees

1. Observations:

- a. New employees shall be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of the new employee's employment period.
- b. Third year provisional employees shall be observed at least three times in a school year for no less than ninety minutes.

2. Evaluations:

- a. Provisional employees shall be evaluated annually 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 for the first two years. The third year provisional employee will be evaluated annually with the same criteria based on at least three observation periods totaling at least ninety minutes.
- b. 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.

3. Possible Granting of Continuing Status:

- a. A second-year provisional teacher who receives a summative rating of 3 – Proficient or 4 – Distinguished may be granted continuing contract status for the subsequent school year at the discretion of the superintendent.

4. Non-renewal:

- a. The non-renewal of provisional employees shall be handled as outlined in RCW 28A.405.220.

Section J: Focused Process of Evaluation

1. **Qualifications:** The focused process may be used when the employee:
 - a. has received three (3) years of 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.
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 K below) must be followed at least once every six (6) years.
 - 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

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 least annually. 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.
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; and
 - b. provide copies of the observation report to the employee within five (5) days of the observation; and
 - c. 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.
8. The use or non-use of sick leave shall not be a factor in the evaluation process.

Section L: Pre-Observation

For formal observations, the pre-planned observation form shall be filled out by the employee and given to his/her observer. The purpose of the form shall be to advise the observer of the objectives, methods, materials and any special considerations that the employee believes may be a factor in the class, physical setting or lesson to be observed. Upon request of the employee or the observer, the employee and the observer shall meet prior to the observation to discuss any additional information relevant to the observation.

Section M: Observations

The district must ensure that all classroom teachers (focused and comprehensive) are observed (as defined in WAC 392-191A-030) for the purposes of the annual evaluation at least twice each school year in the performance of their assigned duties and three times for third year provisional employees. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting. School districts must ensure that all employees who are subject to a focused evaluation are observed for a period of no less than sixty minutes during each school year.

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 evaluation.
 - a. The employee and evaluator shall sign and date the District's copy of the final evaluation report.
 - 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.
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

In the event a final evaluation indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the evaluator, in consultation with the employee, shall develop a written plan designed to improve the employee's effectiveness in the deficient areas.

Section P: Probation

1. **Supervisor's Report:** In the event the evaluator determines that, based on the evaluation criteria, and procedure consistent with Section K, the performance of an employee is not satisfactory; the evaluator shall provide a written report to the superintendent on or before February 1.
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/his 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.
- 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.
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.

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.

Section Q: Record Keeping

1. The District shall adhere to the following:
 - a. A paper copy of the final evaluation, teacher's written comments, if applicable, and observation reports shall be included in the teacher's personnel file.
 - b. If an online evaluation management tool is used by the District (i.e. eVAL, iObservation), teachers shall have access to their account in subsequent years.
 - c. Evaluators shall notify the teacher of any additional evidence submitted to online evaluation management tool within forty-eight (48) hours.
 - d. Teachers shall not be required to share personal assessment information utilized within the management tool.
2. Any and all data entered into the management tool shall be considered confidential, and not be subject to public disclosure unless required by law.

ARTICLE V LAYOFF AND RECALL

Section A: Employee Staff Reduction

1. Prior to April 15 of each year, the Board of Directors, upon the recommendation of the Superintendent, shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the following year.
2. If it is determined that such financial resources are not reasonably assured for the following school year, the Board, upon recommendation of the Superintendent, shall adopt a reduced program which takes into consideration the guidelines set forth in the RIF procedures.
3. The Reduction in Force Procedures shall also be applied to identify those certificated staff members who will be retained to implement such reduced programs and those certificated staff members, if any, who must be terminated from employment. All such terminations from employment shall be accomplished in accordance with RCW 28A405.210.

Section B: Programs, Services and Staff Retention

1. If the education program and services of the District must be reduced because of lack of financial resources, the following guidelines shall be taken into consideration by the Superintendent and administrative staff in determining the program and services to be retained, reduced or eliminated.
 - a. The funds available for the implementation of the educational program or services.
 - b. Effect upon students in classrooms is the highest priority; therefore, the programs to be retained shall attempt to minimize the consequences of program reduction upon students.
 - c. The severance of certificated personnel will be minimized to the extent practical.
 - d. Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, every effort will be made to maintain these programs to the limit of this categorical support (e.g., Special Education, Vocational Education, federally supported programs, etc.).
2. In making recommendations for programs and services to be retained, the Superintendent will solicit and refer to the Board of Directors the considered professional judgment of the Association.
3. Upon request the District will make available to the Association data pertaining to the District's financial condition for the following school year.
4. In determining the financial resources available, the District shall attempt to:
 - a. estimate the funding from local, state, and federal sources; and
 - b. Maintain cash reserves and cash balances at levels consistent with sound business practices.

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 E2 below, and shall take such vacancies into consideration in determining the necessity for the termination of Certificated personnel;
2. Determine and recommend to the Board the number of Certificated personnel in the categories and specialties identified in paragraph D below, which are required to implement the District's reduced educational program and services;
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.

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 will be considered for retention in their category or assignment.

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 that is required for the additional category;

- b. Must have had a minimum of one (1) year successful experience in each such additional category; and
- 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.

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 non-renewal notice. Personnel electing to take a "special leave of absence" shall be placed in the employee pool established under paragraph E3 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.
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 E. If more than one such employee is qualified for an open position, the criteria set forth in paragraph E1 shall be applied to determine who shall be offered such positions.
 - 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.

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.

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 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 in a manner that is consistent with RCW 150.203. 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. Employees who substitute during their planning period will be paid at their per diem rate.

Section C: Responsibilities of Employees

1. Each teacher is expected to assume a fair share of responsibility for the operation of the school, the guidance and counseling of students, and the sponsorship and support of the student activity program within the contracted workday.
2. There is a shared responsibility with the total building staff for supervision and maintenance of order. Teachers are responsible for assigning and evaluating the work of the students, based on specific standards, and for promptly returning such evaluation to students.

Section D: Class Size

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	20 students
Grades 1	22 Students
Grades 2	24 Students
Grade 3	24 students
Grade 4	26 students
Grade 5	26 Students
*Split classes shall have 1 student-less than the maximum for the highest grade	
K-5 Music and PE	same as K-5 class limits above
Grades 6	28 Students per class
Grades 7-8	30 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
Secondary PE	35 students per class

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:

When a class size exceeds the contractual limit, the principal shall have ten (10) calendar days to remedy the overage. If after ten days the class size is still over the limit, the teacher may choose the payment remedy or agree to work with the principal on an alternate remedy. Alternate solutions may include but not necessarily be limited to hiring additional teacher(s) and or para-educators providing para-educator time, relieving employees of other duties such as lunch room/recess. After ten (10) days the teacher and principal must agree on an alternate solution or the payment remedy will be used.

Elementary Overloads:	\$12.00 per student per day
Secondary Overloads:	\$3.00 per student per period

Elementary Specialists:	\$2.00 per student per class
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Overloads shall be paid based on the first count day of each month. All students on the teacher class roster are counted for overload purposes.

Section E. Special Education

Special education teachers (including SLP's) will be allocated up to eighty (80) hours at 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.

Section F. Collaboration Time

Each year, thirteen (13) Monday late starts shall be designated as collaboration time. Each building shall schedule these days on the District professional development calendar. This time shall be focused on work identified in Attachment A. The Superintendent and MEA President (or designee) will schedule a meeting with each BLT by September 15th to review attachment A and to discuss the associated PLC philosophy.

Annually, prior to April 1, MEA/MSD will mutually develop a survey for certificated staff to help determine if any improvement in staff satisfaction with collaboration time has occurred.

ARTICLE VII LEAVES

Section A: Sick Leave

1. At the beginning of each school year each employee covered by this agreement shall be credited with an advanced illness, injury, emergency or family leave allowance of twelve (12) days. In the event of illness, injury or emergency, the appropriate deduction will be made in minutes on the leave form. Illness/injury leave, which is not used or cashed out on an annual basis, shall accumulate to a limit of 180 days.
2. It is the responsibility of the employee to report absences as soon as possible to the building principal or supervisor.
3. Employees retain accumulated illness/injury leave benefits so long as they return to the District.
4. Employees returning from sabbatical leave or leave of absence who transfer from the school district which granted the leave to another school district retain prior accumulated illness/injury leave.
5. Up to date information on staff sick leave benefits are accessible via each employee's Skyward account.
6. In the event of absences for reasons which are covered by Industrial Insurance, the district shall pay the employee an amount equal to the difference between the amount paid the employee by the North Central Washington Worker's Compensation Trust and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

Section B: Sick Leave Cash Out

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

1. A district employee is eligible to receive donated leave if:
 - a. The staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition; is a victim of domestic violence, sexual assault, or stalking; needs time for parental leave; is sick or temporarily disabled because of a pregnancy; or has been called to service in the uniformed services, which has caused, or is likely to cause, the staff member to go on leave without pay status or terminate employment;
 - b. The staff member's absence and the use of shared leave must be justified by documentation;
 - c. The staff member has depleted, or will shortly deplete, annual leave and sick leave reserves. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to forty (40) hours of annual leave and forty (40) hours of sick leave in reserve.
 - d. The staff member has abided by district rules regarding sick leave use; and
 - e. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.

The superintendent and Association shall mutually determine the amount of leave, if any, which a staff member may receive under this policy. However, a staff member shall not receive more leave than the number of contracted days remaining in the current school year. In the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than 261 days of leave.

2. District employees may donate leave as follows:

- a. A staff member who has an accrued annual leave balance of more than ten (10) days may request that the superintendent transfer a specified number of days to another staff member authorized to receive shared leave, or to the district's annual leave pool. A staff member may not request leave to be transferred that would result in an accrued annual leave balance of fewer than ten (10) days.
- b. A staff member who does not accrue annual leave but who has an accrued sick leave balance of more than twenty-two (22) days may request that the superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave, or to the district's sick leave pool.

A staff member may request to transfer no more than six (6) days of sick leave during any twelve (12) month period, and may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days. Sick leave as defined in RCW 28A.400.300 means leaves for illness/injury emergencies.

A staff member who receives personal leave may request that the superintendent transfer a specific amount of personal leave to another person authorized to receive shared leave. A staff member may request to transfer no more than the amount of personal leave received during any calendar year.

- c. The number of leave days transferred shall not exceed that amount authorized by the donating staff member.
 - d. Any leave donated by staff members which remains shall be returned to the donor. To the extent administratively feasible, leave transferred by more than one staff member shall be returned on a pro-rata basis.
3. Leave shall be calculated by the donating employee's hourly rate divided by requesting employee's hourly rate.

Section D: Sick Leave Incentive

1. Employees who utilize four (4) days (29.32 hours) or less of sick leave (illness, injury, emergency or family leave) in the work year will be given an incentive bonus of four hundred dollars (\$400) to be paid in August.
2. Employees who utilize eight (8) days (58.64 hours) or less of sick leave (illness, injury, emergency or family leave) in the work year will be given an incentive bonus of two hundred dollars (\$200) to be paid in August.

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.

Section F: Bereavement Leave

Up to five (5) days per occurrence shall be granted with pay for bereavement of an immediate family member (spouse, child, parent, parent-in-law, grandparent, sibling, or any individual living in the employee's home) or (2) days for an extended family member or close friend. Such leave is non-accumulative. These days may be extended under extenuating circumstances and with Superintendent approval.

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.
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.

Section H: Family and Medical Leave

Family and disability leave (including maternity and paternity leave) shall be granted in accordance with Federal and State statutes and Board Policy No. 5403.

1. **Family Medical Leave Act (FMLA):** In addition to any other leave provided for elsewhere in this Agreement, FMLA Leave will be provided as follows:
 - a. **Eligibility:** Employees will be eligible for FMLA after twelve (12) months of employment, having worked a minimum of 675.00 hours (.50 FTE) in the last twelve (12) month period.
 - b. **Usage:** Employees shall be provided twelve (12) weeks of unpaid leave during any twelve (12) month period for any of the following reasons:
 - i. To care for the employee's child after birth, or placement for adoption or foster care;
 - ii. For a serious health condition of the employee, household member or relative.
 - iii. An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty-six (26) weeks of unpaid leave in a 12 month period to care for the service member.
2. **Sick Leave:** A staff member may use accumulated, paid sick leave for the period of actual disability. For childbirth, this period will extend from the date of birth for a period not more than 60 days, unless an actual period of disability begins prior to the date of birth or continues beyond 60 days and is verified in writing by the employee's physician. Sick leave and FMLA shall be used consecutively, not concurrently.
3. **Health Benefits:** Employees on FMLA Leave will have access to their current health care benefits. The District will extend the employee's health benefit during this period of unpaid leave. While in unpaid status, employees are responsible for remitting any out-of-pocket portion of the monthly premium to the District.
4. An employee returning from Family Leave in the current school year in which the leave was taken will be assigned to the same position. An employee returning from Family Leave in a different school year in which the leave was taken shall be assigned to the same or similar position.

Employees who are eligible for and in need of accessing FMLA should contact the District Office for additional information.

Section I: Adoption Leave

An employee shall be eligible to use five (5) days of sick leave in order to complete the adoption process. Such leave may be used for court/legal procedures, home study/evaluations and home visitations which are required by the adoption agent but are not possible to schedule outside of the normal working day. In the event sick leave is exhausted, the employee shall be granted a leave of absence without pay.

Section J: Jury Duty and Subpoena Leave

1. Leave of absence with pay shall be granted for jury duty. The Certificated employee shall notify the District when notification to serve on jury duty is received.
2. Leave of Absence with pay, for non-employment issues, shall be granted when a certificated employee is subpoenaed to appear in a court of law unless the employee is bringing action against the District.

Section K: Association Leave

1. The Superintendent shall grant absences, not to exceed ten (10) days with pay to officers, chairpersons or representatives of the Association to participate in area, regional, state and national organization policy-making meetings and conferences of the National Education Association, the Washington Education Association, and all affiliated departments and component groups. The Superintendent will consider requests for additional days.
2. Whenever possible, requests for leave shall be submitted by the Association President in writing to the Superintendent at least five (5) days before the leave is to take effect.
3. The Association shall reimburse the District for substitute costs incurred.

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.

Section M: Extension of Leaves

All leaves may be extended by arrangement with the Superintendent if conditions warrant such extension.

Section N: Attendance at Meetings and Conferences

1. Permission may be granted to certificated employees to attend conferences, meetings or conventions or to travel outside the District for other educational purposes when it is deemed such travel will benefit the educational program of the District.
2. Meals, lodging, and other expenses will be reimbursed at the rate established by the Office of Fiscal Management (OFM). Mileage shall be reimbursed at the IRS rate of reimbursement.

Section O: Washington Paid Family Medical Leave

Employees will be provided Paid Family Medical Leave (PFML) benefits as allowed by law. The District will pay its share of the PFML premium. Information about PFML and its benefits will be made available to the bargaining unit members annually.

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 medical 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 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).

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.

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)

ARTICLE VIII FISCAL

Section A: Length of Contract

1. The length of the regular certificated employee contract shall be one hundred eighty (180) days in total. In the event the State or District funds additional or extended days/hours the Association and District shall agree upon the pay rate (per diem or curriculum rate) and upon where the days will be placed and their usage.
2. Extended days shall be contracted by supplemental contract.

Section B: Individual Employees' Contract

1. All certified contracts shall be consistent with this Collective Bargaining Agreement.
2. Individual employee contracts will be distributed to current employees on/or before May 1st of each school year. Employees will have until on/or before May 15th to sign and return the contract to the District Office.

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: Teacher Responsibilities

An amount equivalent to nine and a half (9 1/2) days is part of the Certificated Salary Schedule (APPENDIX A). The purpose of inclusion in the salary schedule is to acknowledge other teacher-directed duties, on and off school property, requiring additional time and responsibility such as:

- 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

Section E: District Professional Development

Each employee shall receive a supplemental contract 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 (6) 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.

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

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

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

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

The Association shall submit its proposal no later than March 1st for the next year's calendar. The parties shall meet to negotiate the calendar and shall complete negotiations by May 1st. In the event the parties are unable to reach agreement by May 1 the District shall unilaterally set the opening day of school.

Section H: National Board Certification

The District and Association are in support of the National Board certification process subject to continuation of the National program.

1. Release Time. Three (3) total days of release time per candidate shall be provided to work on the requirements for certification. Days will be scheduled upon request of the teacher to their building administrator.
2. Retake Candidates: Candidates in the process of retaking portions of the National Board Certification will receive one (1) release day.
3. National Board stipends shall be paid to employees within fifteen (15) days of funds being distributed from the state.

Section I: Tuition Reimbursement

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 pro-rated 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.

Section J: Retirement/Resignation Notification

In years where a recognized “teacher shortage” exists the District will provide an incentive of five-hundred dollars (\$500.00) to certified employees who notify the district by February 1 of their plans to retire or resign at the end of the school year.

Section K. Committees

Employees will be compensated at the curriculum rate for District meetings scheduled outside of the workday. Employees will timesheet these hours and be compensated the following month.

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.

Section A: Definitions

1. **“Grievance”** shall mean a claim by a grievant that a provision of this Agreement or a District policy has been violated, misinterpreted, or misapplied or that a condition exists which jeopardizes employee health or safety.
2. **“Grievant”** shall mean a certificated employee of the district, a group of such employees, or the recognized employee organization.
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, expect 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

1. **Time Limits.** The adjustment of grievances shall be accomplished as rapidly as possible. The time limits with which each step is to be accomplished shall be considered a maximum. The prescribed limits may be extended by mutual written agreement of the grievant and the person or persons by whom the grievance is being considered.

If at the end of thirty (30) days following either the occurrence of any grievance or the date when the grievant had first knowledge of its occurrence, whichever is later, the grievance has not been filed in writing, as set forth, the grievant shall be deemed to have been waived.

2. **Representation.** At each level of procedure the grievant may be represented or accompanied by a representative of the Association at all meetings, hearings, and other procedures leading to the adjustment. Any grievant shall have the right to present grievances, so long as the resulting adjustment does not conflict with the terms of any existing agreement between the District and the Association.
3. **Grievants.** If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievances in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. The Association has sixty (60) days to process its grievance.
4. **Confidentiality.** All matters pertaining to specific grievances shall be considered confidential, except for the grievance itself and its final judgment. All written records pertaining to the grievance shall be filed separately from the grievant’s personnel file.
5. **Freedom from Reprisal.** Individuals involved in grievance adjustment proceedings shall not suffer any discrimination or reprisal on account of such involvement.
6. **Assistance in Investigation.** During investigation by the Association to enable it to represent a grievant effectively, the District shall cooperate with the Association in

furnishing it with such information germane to the grievance as the Association shall request.

7. **Release from Duty.** If attendance at any proceedings relating to the grievance adjustment process requires a certificated employee's absence from a regular duty assignment, the employee shall be released from such duty without loss of pay or other penalty. Whenever possible, such proceedings shall be scheduled so as not to interfere with the performance of the employee's assigned duties.

Section C: Grievance Procedures

1. **Level I: Immediate Supervisor. (INFORMAL)** Certified employees with a grievance shall discuss the matter first with their immediate supervisor. Grievants may be represented or accompanied by a representative of the Association. Every effort shall be made to resolve the grievance informally at this level.
2. **Level II: Immediate Supervisor. (FORMAL)** If the certificated employee is not satisfied with the outcome of the informal meeting, employee shall then submit to the immediate Supervisor within five (5) days a Grievance Form. Within five (5) days of receipt of the Grievance Form a meeting shall be arranged to include the grievant, an association representative, if requested, and the immediate supervisor. The immediate supervisor shall provide the aggrieved person and the association with an oral decision and/or a written answer to the grievant within five (5) days after the meeting, except the number of days may be extended by mutual agreement. Such answer shall include the reasons upon which the decision was based. Grievants not satisfied with the disposition of the grievance at Level II, or no decision has been rendered, then the grievance may be referred on a Grievance Form within five (5) days to the Superintendent.
3. **Level III: Superintendent.** Within five (5) days of receipt of the appeal a meeting shall be arranged to include the grievant, a representative of the Association, the Grievant's immediate supervisor (if involved in the grievance), and the Superintendent. Others who might contribute to a better understanding of the issues involved may also be present. The Superintendent shall provide both the grievant and the Association with a written response to the Grievance Review Request within five (5) days after this meeting. Such response shall include reasons upon which the decision is based. Grievants not satisfied with the disposition of their grievance at Level III or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be referred to the Board of Directors within five (5) days of receipt of the Superintendent's decision.
4. **Level IV: Board Hearing.** The Superintendent shall arrange for a grievance hearing before the Board within five (5) days of receipt of the appeal. The parties of interest shall have the right to counselors, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board will have five (5) days to provide a written decision, together with the reason for the decision to the grievant and the Association. If the grievant is still not satisfied with this resolution of the grievance they may within fifteen (15) days of the last meeting at Level IV request in writing that the Association submit the grievance to arbitration.

5. **Level V: Arbitration.** If the grievance consists of a claim that the agreement between the Association and the District has been violated, misinterpreted, misapplied, or applied unfairly, then the Association may have the matter submitted to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as the administrator of the proceeding. The cost of such arbitration shall be divided equally between the District and the Association. If the Superintendent does not receive a demand for arbitration within fifteen (15) days of the receipt of the written response required in Level IV then the grievance shall be deemed withdrawn. If arbitration is required no new evidence may be submitted to the arbitrator that has not been previously disclosed. The arbitrator shall have no power to alter the term of any agreement between the Association and the Board. The arbitrator shall, however, be empowered to include in any award such financial reimbursements or other remedies, as the arbitrator shall judge proper.

Section D: Adverse Actions

The parties agree that during the course of this Agreement, there shall be no strike, work stoppage, slowdown, lockout or other restriction of work as a result of a pending grievance.

ARTICLE X DURATION OF AGREEMENT

This agreement shall remain in full force and effect from September 1, 2021 to and including August 31, 2024. 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.

- In 2021-2022, 3.58% will be applied to the Manson Salary Schedule.
- In 2022-23, the state-determined IPD or 2%, whichever is greater, will be applied to the Manson Salary Schedule.
- In 2023-24, the state-determined IPD or 2%, whichever is greater, will be applied to the Manson Salary Schedule.
- In case of a double levy failure the Parties agree to re-open negotiations.



MEA Representative



MSD Representative

8-31-21

Date

8-31-21

Date

Certificated Instructional Staff Salary Schedule 2021-22

STEP	BA-0	BA-15	BA-30	BA-45	BA-90	BA-135	MA-0	MA-45	MA-90
0	\$47,152	\$48,425	\$49,841	\$51,067	\$55,310	\$55,310	\$56,677	\$60,774	\$63,510
1	\$47,787	\$49,078	\$50,413	\$51,795	\$56,082	\$56,082	\$57,441	\$61,447	\$64,164
2	\$48,391	\$49,695	\$51,045	\$52,532	\$56,808	\$56,808	\$58,182	\$62,067	\$64,814
3	\$49,015	\$50,331	\$51,695	\$53,230	\$57,497	\$57,497	\$58,903	\$62,656	\$65,470
4	\$49,625	\$50,999	\$52,372	\$53,960	\$58,252	\$58,252	\$59,669	\$63,312	\$66,147
5	\$50,256	\$51,637	\$53,024	\$54,699	\$58,976	\$58,976	\$60,421	\$63,937	\$66,827
6	\$50,906	\$52,256	\$53,690	\$55,449	\$59,705	\$59,705	\$61,158	\$64,571	\$67,474
7	\$52,046	\$53,417	\$54,869	\$56,724	\$61,043	\$61,043	\$62,536	\$65,859	\$68,845
8	\$53,715	\$55,160	\$56,648	\$58,656	\$63,033	\$63,033	\$64,581	\$67,850	\$70,943
9		\$56,966	\$58,527	\$60,607	\$65,087	\$65,087	\$66,687	\$69,904	\$73,104
10			\$60,429	\$62,661	\$67,199	\$67,199	\$68,853	\$72,016	\$75,322
11				\$64,772	\$69,411	\$69,411	\$71,098	\$74,228	\$77,600
12				\$66,818	\$71,682	\$71,682	\$73,419	\$76,497	\$79,973
13					\$74,008	\$74,008	\$75,797	\$78,823	\$82,400
14					\$76,345	\$76,345	\$78,226	\$81,314	\$84,923
15					\$78,332	\$78,332	\$80,262	\$83,427	\$87,131
16					\$79,897	\$79,897	\$81,865	\$85,095	\$88,873

**2021-22 Salary Scheduled increased by 3.58%

**2022-23 Salary Schedule will increase by IPD or 2%, whichever is greater.

**2023-24 Salary Schedule will increase by IPD or 2%, whichever is greater.

Manson School District/Manson Education Association

GRIEVANCE FORM

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

Specific Contract Article Violated:

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.

**Letter of Agreement
Manson School District
And
Manson Education Association**

As a result of bargaining the 2021-2024 Collective Bargaining Agreement, the Parties make the following agreement:


1. Class Advisors shall be paid the following stipends:
 - a. 12th 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
4. Building Leadership Team members shall be paid a stipend at the following rate:
 - a. Elementary 5 @ One thousand dollars (\$1,000)
 - b. Middle School 3 @ One thousand dollars (\$1,000)
 - c. High School 4 @ One thousand dollars (\$1,000)



For the District

8-31-21

Date



For the Association
APPENDIX D.

8.31.21

Date

**Letter of Agreement
Manson School District
And
Manson Education Association**

As a result of bargaining the 2021-24 Collective Bargaining Agreement, the parties enter into the following agreement:

It is agreed that Manson School District will conduct conference weeks for the 2021-22 school year.


A recommendation(s) for the week, 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:

- a. Each building will develop a plan which:
 - o Effectively communicates student learning progress with parents;
 - o Provides at least fourteen (14) hours of conference/parent contact time;
 - o Has at least two (2) evening opportunities for parental contact.
- b. Plans may include early dismissal for staff and students in exchange for conference hours beyond the contract day.
- c. Conference weeks shall be the weeks of October 18, 2021 and March 28, 2022.
- d. Plans shall be submitted to the Superintendent for final approval by:
 - o September 13, 2021 for Fall Conferences;
 - o February 14, 2022 for Spring Conferences.

If there is no agreement by a BLT/building staff by these dates, the 2020-21 conference format shall be used.

This agreement is for the 2021-22 school year only.



For the District

8-31-21

Date



For the Association

8-31-21

Date

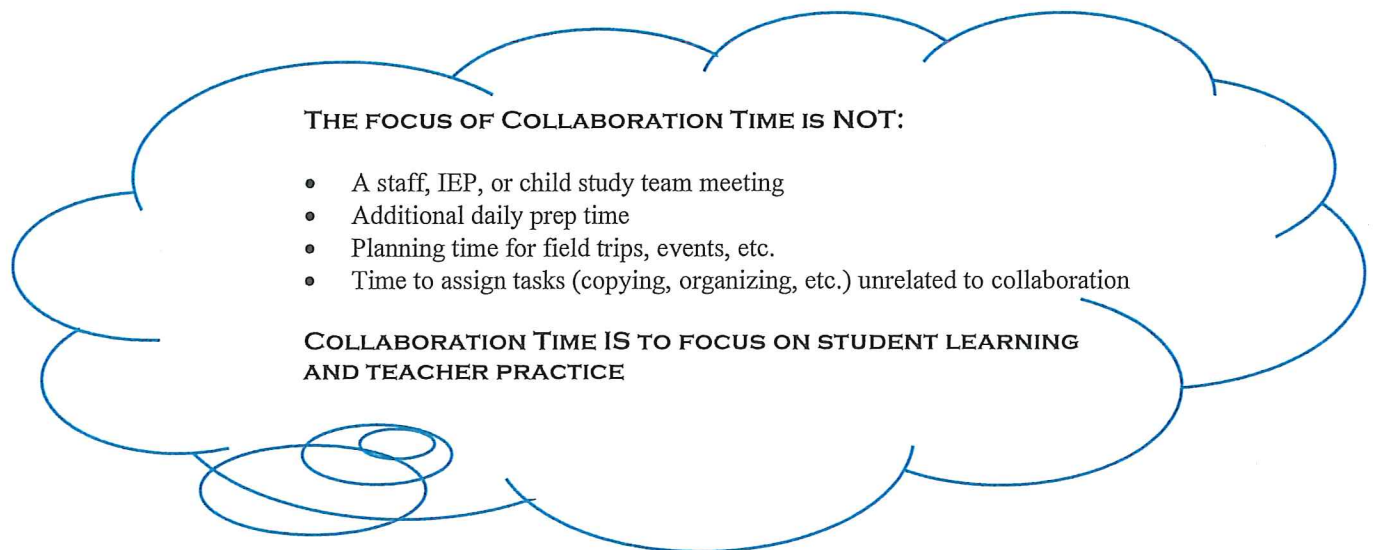
Attachment A.

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? <ul style="list-style-type: none"> • 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? <ul style="list-style-type: none"> • 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? <ul style="list-style-type: none"> • 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? <ul style="list-style-type: none"> • 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



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