

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

2016 – 2018

Montesano Education Association
Collective Bargaining Agreement

Collective Bargaining Agreement with the
Montesano Education Association

And

The Montesano School District No. 66

1	INDEX		2
2	PREAMBLE		3
3			
4	ARTICLE I	ADMINISTRATION OF AGREEMENT	3-6
5	Section 1	Recognition	3
6	Section 2	Status of Agreement	4
7	Section 3	Employee Protections	4-5
8	Section 4	Distribution of Agreement	5
9	Section 5	Association Rights and Responsibilities	5-6
10	Section 6	Management Rights	6
11			
12	ARTICLE II	BUSINESS	6-7
13	Section 1	Dues Deduction	6
14	Section 2	VEBA	
15	Section 3	Other Deductions	7
16	Section 4	Contract Maintenance	7
17	Section 5	Seniority List	7
18			
19	ARTICLE III	EMPLOYEE RIGHTS	8-33
20	Section 1	Rights of Employees in the Bargaining Unit	8
21	Section 2	Personnel File	8-9
22	Section 3	Grievance Procedure	9-11
23	Section 4	Reduction in Force	11-15
24	Section 5	Determination of Vacant Positions	15
25	Section 6	Open Positions	15-16
26	Section 7	Assignment and Transfer	16-17
27	Section 8	Individual Employee Contract	17
28	Section 9	Leaves	17-21
29	Section 10	Work Year	21-24
30	Section 11	Calendar	24
31	Section 12	Building Hours	24-25
32	Section 13	Economic Provision	25-29
33	Section 14	Class Size	29-31
34	Section 15	Special Ed Class Size	31-32
35	Section 16	Hold Harmless Clause	32
36	Section 17	Due Process	32
37	Section 18	Academic Freedom	33
38			
39	ARTICLE IV	OTHER TERMS AND CONDITIONS OF EMPLOYMENT	33-35
40	Section 1	Student Discipline	33
41	Section 2	Classroom Visitation	34
42	Section 3	Materials	34
43	Section 4	No Strike/No Lockout	34
44	Section 5	Workmen's Compensation	34
45	Section 6	Staff Development/Attendance at Meetings and Conferences	34-35
46			
47	ARTICLE V	EVALUATION PROCEDURES	35
48			
49	ARTICLE VI	DURATION	36
50			
51	APPENDIX A	Grievance Procedures	37-38
52	APPENDIX B	LEAP Schedule	39
53	APPENDIX C	Co-Curricular	40
54	APPENDIX D	Evaluation	41
55	APPENDIX E	Calendar	42
56			
57	ADDENDUM C	Co-Curricular Rules and Job Descriptions	
58	ADDENDUM D	Evaluation Memorandum of Understanding	
59			

1 **PREAMBLE**

2
3 This Agreement, entered into this _____ by and between the Montesano School District,
4 hereinafter called the “District,” and the Montesano Education Association, hereinafter called the
5 “Association” or “MEA.”
6

7 **ARTICLE I ADMINISTRATION OF AGREEMENT**

8
9 **Section 1 Recognition**

10
11 Substitute certificated employees who have worked for the District for twenty (20) consecutive
12 teaching days or for thirty (30) cumulative teaching days during any continuous twelve (12)
13 month period and, who remain available to perform certificated substitute work, shall be
14 considered as members of the bargaining unit. Only the following provisions of this contract,
15 however, shall be applicable to such certificated employees: The provision of Article I, Sections
16 1, 2, 3, 5, 6; Article III, Sections 1, 10, 11-C & F, 13, 15; Article IV, Sections 1, 2, 3, 4; Article
17 V.
18

19 A. The District hereby recognizes the Montesano Education Association as the sole and
20 exclusive representative for all regular full-time and regular part-time nonsupervisory
21 certificated employees and certificated employees on leave by Board action.
22

23 B. Any employee who, for bona fide religious tenets or teaching of a church or religious body of
24 which the employee is a member, upon genuinely and sincerely held personal religious beliefs,
25 elects the right of non-association with the bargaining unit, shall pay an amount equivalent to the
26 dues and fees as would be otherwise required of him/her to a non-religious charity or to another
27 charitable organization mutually agreed upon by the employee and the Association. The
28 employee shall furnish written proof that such payment has been made. Any dispute regarding an
29 employee’s eligibility to make such alternative payments, regarding which charitable
30 organization is to receive such alternative payments, shall be resolved by the Public Employee
31 Relations Commission pursuant to Chapter 391-95 WAC.
32

33 C. Such representation shall cover all employees above in A; and any questions of unit
34 determination shall be submitted to the Public Employment Relations Commission (PERC).
35

36 D. Such representation shall exclude the Superintendent, business manager, curriculum director,
37 employee relations director, personnel director, student services director, administrative assistant,
38 supervisor of maintenance and operations, principal, assistance and/or vice-principal, activities
39 director, vocational director, technology coordinator, and confidential employees and supervisors
40 as defined in RCW 41.59.
41

42 E. Unless the context in which they are used clearly requires otherwise, words used in this
43 agreement denoting gender shall include both the masculine and feminine and words denoting
44 number shall include both the singular and plural.
45
46
47
48

1 **Section 2 Status of the Agreement**
2

3 Any individual contract between the District and an individual employee shall be subject to, and
4 consistent with, the terms and conditions of the Agreement. If an individual contract contains any
5 language inconsistent with this Agreement, this Agreement during its duration shall be
6 controlling.
7

8 This Agreement shall supersede any rules, regulations or policies of the District which shall be
9 contrary to, or inconsistent with, its terms. Modification of this Agreement is permitted only by
10 mutual consent in writing. All provision of this Agreement will continue in effect until a
11 successor agreement is negotiated.
12

13 **Section 3 Employee Protections**
14

15 A. Non-Association
16

17 Any employee objecting to the representation fee based on bona fide religious tenets, or
18 teachings of their church pursuant to RCW 41.59 and WAC 391-95-030 will notify the
19 Association and the District of such objection in writing. This exception to paying the
20 representation fee is called non-association.
21

22 Upon the filing of such objection, if the Association determines that an employee has a bona
23 fide religious objection to the payment of a representation fee, the fee shall be remitted by the
24 District to an Association-approved secular charity. The employee and the Association shall
25 agree upon the charity. In the event that an agreement regarding the charity cannot be
26 reached or, if the Association does not agree that an employee has a bona fide religious
27 objection, the issue shall be decided by the Public Employment Relations Commission
28 pursuant to WAC 391-95.
29

30 Pending determination by the PERC, the District agrees to deduct from the salary of the
31 employee an amount equal to the monthly dues rate. These monies will not be transmitted
32 until the District is notified of the decision. If the PERC does not grant non-association, the
33 total amount of these monies shall be remitted to the Association.
34

35 The District and the Association agree that those employees that have non-association status
36 shall be notified in writing of the total amount that they must contribute to charity before
37 September fifteenth (15th) of each school year or ten (10) days after ratification of this
38 article, whichever comes last. The District and the Association shall develop a document
39 which states the conditions for the payment of the contributions to charity. This form shall be
40 signed by the employee to whom non-association status is granted.
41

42 The Association agrees to hold the District harmless against any liability, costs and attorney
43 fees that may arise by reason of any action taken by the District to comply with these
44 provisions.
45

46 B. Conformity to Law
47

1 If any provision of the Agreement is found to be contrary to Washington State Law, or the
2 Constitution, such provisions shall have effect only to the extent permitted by law, but all
3 provisions of this Agreement shall continue in full force and effect. Any section found
4 contrary to law shall be subject to reopened negotiations in an attempt to negotiate a
5 successor section which is not contrary to law.
6

7 The Association assures the District that its labor union will comply with all state and federal
8 guidelines and/or regulations. Therefore, all applicants seeking employment opportunities
9 and contracts for goods and services will be considered and not discriminated against on the
10 basis of race, color, creed, national origin, gender, age, disability, marital status or sexual
11 orientation (including gender expression or identity) in accordance with State and Federal
12 Law.
13

14 **Section 4 Distribution of the Agreement**
15

16 Within twenty-five (25) working days following ratification signing of this Agreement, the
17 District shall send an electronic copy through district email to all certificated staff as well as
18 the district website. All employees new to the District shall be provided an electronic copy of
19 the Agreement by the District upon issuance of their personal service contract. Fifteen (15)
20 additional copies shall be provided to the Association.
21

22 **Section 5 Association Rights and Responsibilities**
23

- 24 A. The Association and its members can use school building facilities for meetings at all
25 responsible times, provided it does not interrupt normal school operations or assigned duties.
26 Building use shall be arranged through the building principals. Pursuant to RCW
27 28A.320.510, the District has the right to require a reasonable rental for the use of school
28 district facilities.
29
- 30 B. The Association will be allowed to use in-district mail service, email and employee
31 mailboxes for the dissemination of announcements and information to the employees of the
32 District. Association correspondence shall include the Association official title and indicate
33 the Association representative issuing the correspondence.
34
- 35 C. The Association acknowledges that the equipment and facilities identified in this section are
36 public resources that may be monitored and that Association use of this equipment and
37 facilities does not create an expectation of privacy for their use. No Association use of
38 District facilities or equipment will interfere with the operation of the District's business or
39 cause additional expense to the District. Association members shall not use the resources
40 identified in this section for personal purposes (matters which do not relate to official
41 Association or District business). The Association agrees to comply with any other limits
42 placed on the District's use of the resources identified in this section by the District's
43 provider or by legal definition.
44
- 45 D. In response to reasonable requests, either party agrees to make available such public
46 information as may be necessary for collective bargaining, processing grievances or any other

1 transactions mutually agreed upon. Exceptions to information shared will be personnel files
2 which are confidential, except by permission of the affected employee(s).
3

4 E. The Association can use the District's equipment when such equipment is not otherwise in
5 use. Use of such equipment shall be granted by the building principal. The Association shall
6 reimburse the District for supplies and materials incidental to such use.
7

8 F. The Association can post notices of activities and matters of Association concern on a
9 bulletin board in the faculty lounge in each school building of the District.
10

11 G. Duly authorized representatives of the Association shall be permitted to transact official
12 Association business on school property at all reasonable times, provided it does not interrupt
13 the normal school operations or assigned duties. It is the responsibility of the above
14 mentioned Association representative(s), if they are from another building with the District
15 and/or from outside the District to report to the building principal's office prior to contacting
16 members in individual building. Any mutually agreed upon meetings during the workday
17 between the Association and the District will result in no loss of pay.
18

19 H. Throughout this Agreement certain rights and responsibilities are accorded to the
20 Association. These rights and responsibilities as the legal representative for all employees
21 covered under this Agreement.
22

23 **Section 6 Management Rights**

24
25 The right to manage the school district and to direct its employees and operations is vested and
26 retained by the Board, except as this right is expressly limited by this Agreement.
27

28 ARTICLE II BUSINESS

29 30 **Section 1 Dues Deduction**

31
32 During the terms of the Agreement, the District agrees to deduct from the wages of each
33 certificated employee a sum certified by the Association as dues once each month, provided that
34 the District has received written authorization from such employee. The Association agrees to
35 allow the District's payroll office to provide the application to staff for processing purposes. The
36 District agrees to forward the sum so deducted once each month in accordance with the District's
37 disbursement procedures.
38

39 The Association will indemnify, defend and hold the District harmless against any claims made
40 against any suit instituted against the District on account of any payroll deductions for the
41 Association. The Association agrees to refund to the District any amounts paid to it in error.
42

1 **Section 2 VEBA**

2
3 (If agreed to by MEA members) A monthly contribution will be deducted from each member’s
4 salary by the District to be placed in a Voluntary Employee Benefit Association (VEBA) account.
5 This is in addition to the optional VEBA conversion of sick days when an employee qualifies.
6 The contribution rate will stay the same unless MEA members vote to change it. An annual vote
7 by the MEA is required to renew these provisions.

8
9 **Section 3 Other Deductions**

10
11 The District agrees to deduct from the salary of its certificated employees for:

- 12 A. State employees or state employment retirement systems
- 13 B. Withholding tax
- 14 C. FICA/Medicare
- 15
- 16
- 17 1. HCA will be paid by the District not to exceed the amount of \$68.00 per employee over the
- 18 course of this agreement.
- 19
- 20 A. Additional withholding tax
- 21 B. Approved medical plan
- 22 C. Salary insurance
- 23 D. Tax sheltered annuities
- 24 E. Payments to credit union, banks, and etc.
- 25 F. UGN
- 26 G. Electronic Bank Deposit
- 27 H. Section 125 Flexible Benefit Plan
- 28 I. Day Care
- 29

30 **Section 3 Contract Maintenance – Administering the Agreement**

31
32 The Association and District bargaining teams will meet on an as needed basis to discuss the
33 maintenance of this contract. Meetings shall be scheduled at a mutually agreeable time, but no
34 less than once each month during the school year. Meetings will provide opportunity for ongoing
35 discussion of issues and items of concern. Any changes agreed to in this process will be set for in
36 a Memorandum of Understanding and become a part of this Collective Bargaining Agreement.

37
38 **Section 4 Seniority List**

39
40 Each year the District will provide the Association an updated Seniority List by March 15th.
41 Employees will have 10 working days to notify the District of any corrections or discrepancies.
42 The District will respond with a new list within 5 working days.

1 ARTICLE III EMPLOYEE RIGHTS

2
3 **Section 1 Right of Employees in Bargaining Unit**

4
5 Employees shall have the right to self-organization, to form, join or assist employee organizations
6 to bargain collectively through representatives of their own choosing.

7
8 Neither the District nor the Association shall unlawfully discriminate against any employee or
9 applicant for employment by reasons of race, creed, color, marital status, gender, age, domicile,
10 national origin, sexual orientation or because of their membership or nonmembership in
11 employee organizations.

12
13 District policy ensures all employees will be in an environment free of sexual, ethnic and gender
14 harassment, per RCW 28A.640.020.

15
16 **Section 2 Personnel File**

17
18 Employees shall have the right to review by prior appointment all materials in their personnel file.
19 The Superintendent or his/her designee may be present during this review. At the certificated
20 employee's request, a representative of the Association may accompany the employee in review
21 of his/her file.

22
23 No part of an employee's personnel file, except for his/her employment contract or other public
24 documents will be given to anyone without the consent of the employee or a court order. If any
25 documents are to be examined by a third party, the employee shall be present at that time.

26
27 Derogatory information can be entered into the employee's file under the following conditions only:

- 28
29 A. The employee will be notified in writing within (2) two working days, that such
30 information has been placed in the file.
31
32 B. Employees shall have the right to answer and/or refute, in writing, any materials which may
33 be judged by them to be derogatory to their conduct, service, competence, character or
34 personality.
35
36 C. The written response shall be made part of the employee's personnel file.
37
38 D. If a third party request for viewing and/or copying material from an employee's personnel
39 file is made, the employee shall be notified within one business day (24 hours).
40
41 E. All negative documents, excluding evaluations, may be expunged after two (2) years, upon
42 employee's written request.

- 1
2 F. If an anonymous letter or information comes to any administrator, it must be brought to the
3 attention of the employee in writing, before any formal action is taken.
4

5 **Section 3 Grievance Procedure**
6

7 **A. Definition**

8 A grievance is an alleged misinterpretation of, or violation of, terms and/or provisions of this
9 Agreement. Grievant shall mean an individual, a group of individuals and/or the Association.
10

11 **B. Procedure for Processing Grievances**
12

- 13 1. **Immediate Supervisor** – The grievant and the Association representative or the Association
14 may orally present a grievance to the immediate supervisor. If the grievance is not settled
15 orally, a written statement of grievance shall be presented to the immediate supervisor within
16 twenty (2) working days from the time the grievant or the Association should have
17 reasonably become aware of the occurrence of the events giving rise to the grievance,
18 whichever is later.
19

20 The “Statement of Grievance” shall name the grievant(s) involved, the fact giving rise to the
21 grievance, the provision(s) of the Agreement alleged to be violated, and the remedy (specific
22 relief) requested.
23

24 The immediate supervisor, upon receipt of the written grievance shall sign and date the
25 grievance form and shall give a copy to the grievant(s), Association representative, and the
26 Superintendent. The immediate supervisor shall answer the grievance in writing. The
27 immediate supervisor’s answer shall include the reasons upon which the decision was based,
28 within five (5) working days of receiving the grievance and shall concurrently send a copy of
29 the grievance, his/her decision, and all supportive evidence to the grievant(s) Association
30 representative and the Superintendent.
31

- 32 2. **Superintendent** – If no satisfactory settlement is reached at Step 1, the grievance may be
33 appealed to Step 2. Superintendent, or his designated representative, within seven (7)
34 working days of the receipt of the decision rendered in Step 1.
35

36 The Superintendent or his designated representative shall arrange for a grievance meeting
37 with the grievant(s) and/or Association representative and such meeting shall be scheduled
38 within seven (7) working days of the receipt of the Step 2 appeal. The purpose of this
39 meeting shall be to affect a resolution of the grievance. However, if both parties agree, Step
40 3 may be bypassed and moved to Step 4, Arbitration. The Superintendent or his designated
41 representative shall provide a written decision, incorporating the reasons upon which the

1 decision was based to the grievant(s), Association representative and immediate supervisor
2 within five (5) working days from the conclusion of the meeting.

- 3
4 3. **School Board** – If no satisfactory settlement is reached at Step 2, the Association, within
5 fifteen (15) working days of the receipt of the Step 2 decision, may appeal to Step 3, School
6 Board.

7
8 The Superintendent or his/her designated representative shall arrange for a grievance meeting
9 with the grievant(s) and/or Association representative and such meeting shall be scheduled
10 within seven (7) working days of the receipt of the Step 3 appeal.

11
12 The School board shall provide a written decision, incorporating the reasons upon which the
13 decision was based to the grievant(s), Association representative and immediate supervisor
14 within five (5) working days from the conclusion of the meeting.

- 15
16 4. **Arbitration** – If no satisfactory settlement is reached at Step 3, the Association, within
17 fifteen (15) working days of the receipt of the Step 3 decision, may appeal the final decision
18 of the employer to the American Arbitration Association for arbitration under voluntary rules.
19 Any grievance arising out of, or relating to, the interpretation or application of the terms
20 and/or provisions of this Agreement may be submitted to arbitration unless specifically and
21 expressly excluded within this article.

22
23 The arbitrator shall hold a hearing within twenty (20) working days of his appointment, or as
24 soon as possible. Ten (10) working days' notice shall be given to both parties of the time and
25 place of the hearing. The arbitrator will issue his decision within twenty (20) days from the
26 date that final written briefs have been submitted or, if revised by both parties, twenty (20)
27 days after the completion of the hearing.

28
29 The arbitrator's' decision will be in writing and will set forth his/her finding of fact,
30 reasoning, and conclusions on the issues submitted to him/her. The decision of the arbitrator
31 shall be final and binding upon the employer, the Association and the grievant(s).

32
33 **C. Jurisdiction of Arbitrator**

34 The arbitrator shall be without power or authority to add to, subtract from, or alter any of the
35 terms of the Agreement. The arbitrator shall be without power or authority to make any decision
36 which requires the commission of an act prohibited by law.

37
38 The arbitrator shall have no power or authority to rule on any of the following:

- 39
40 1. The termination of services of, or failure to reemploy, any provisional employee.
41 2. The termination of services, or failure to re-employ, any employee to a position on the
42 supplemental salary schedule.

- 1 3. Any matter involving employee evaluation, provided that Evaluation Procedure shall be
2 subject to the arbitrator’s reviews.
3 4. Any matter involving employee probation procedures, discharge, nonrenewal, adverse effect,
4 or reduction in force.
5

6 **D. Time Limits**

7 Time limits provided in this procedure may be extended by mutual agreement when signed by both
8 parties.
9

10 Failure on the part of the employer at any step of this procedure to communicate the decision on a
11 grievance within the specified time limit shall permit the Association to lodge an appeal at the next
12 step of this procedure.
13

14 Any grievance not advanced by the grievant from one step to the next within the time limits of that
15 step shall be deemed resolved by the employer’s answer at the previous step.
16

17 **E. Accelerated Grievance Filing**

18 In order to expedite grievance adjudication, the parties agree that any Association grievance, class
19 action grievances, and grievances involving the evaluation procedures will be lodged at September 2
20 of this procedure.
21

22 Any grievance that has been filed prior to the termination date of this contract may be processed to
23 conclusion even if the contract has expired.
24

25 **F. Reprisals**

26 No reprisal of any kind will be taken by the employer against any employee because of his/her
27 participation in any grievance.
28

29 **G. Costs**

30 The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall
31 be borne by the party incurring them.
32

33 **Section 4 Reduction in Force**

34
35 The term “reduction” as used herein refers to action by the Board reducing the number of certificated
36 employees in the District due to economic reasons and/or decline in enrollment. Reduction of
37 certificated employees with valid contract shall not be made during the school year. In the event of
38 reduction, the District shall provide written notice by certified mail on nonrenewal to all affected
39 certificated employees on/or before May 15 as required by RCW 28A.405.210. When not possible,
40 the Association shall be noticed of anticipated reductions not later than May 15. The District shall
41 ensure that employees are advised of their right to have an Association Representative present at any

1 meeting, which is conducted between the Administration and employee regarding potential RIF or re-
2 assignment.

3
4 **a. Reduction in Force Timeline**

5 On or before March 15, in the year of a RIF, the District shall tender a list to the Association and
6 each employee, that shows the rank order of existing employees according to seniority, as defined
7 in Section C below. This list shall show existing employment positions within the District and a
8 listing as to positions the existing staff members would qualify.

9
10 Employees will have 10 working days to notify the District of any corrections or discrepancies.
11 The District will respond with a new list within five (5) working days.

12
13 The following provisions will apply in the development in said list:

- 14
15 1. Credits applicable for a placement on the salary schedule must be earned prior to October 1
16 of the current school year and documented by official transcripts. It will be the responsibility
17 of the individual employee to furnish the District with such documentation on or before
18 November 1.
- 19
20 2. Part-time employees will have, for retention purposes only, seniority as established by the
21 above section unless they were reduced to half-time employment from previous full-time
22 employment at District's request. Part-time employees will not be eligible for contract
23 conditions other than those held at the time of the retention determination.
- 24
25 3. Each employee will be considered for retention in the position for which he/she is qualified
26 by either certification or endorsement.

27
28 **b. Certification/Employment Qualifications**

29 The prerequisite for retention will be a valid Washington State certification and endorsement
30 which may be required for the position held at the time the RIF is adopted.

31
32 **c. Seniority Defined**

33 Seniority shall be based on total number of years the employee has taught in Washington State.
34 In order to determine the number of years, the District and the Association agree that years of
35 service credit as recognized by the Washington Teachers' Retirement System shall prevail.
36 Seniority includes Washington State teaching service prior to resignation or leave and excludes
37 substitute service.

38
39 Employees have the option of buying back their substitute or out-of-state time through the
40 Department of Retirement. Employees must notify the district office by November 1 and provide
41 documentation if they have purchased their substitute time for consideration of seniority.

1 **d. Provisional Seniority Defined**

2 Provisional employees, as described in RCW 28A.405.220, shall be considered for retention and
3 district seniority status during the event of a RIF. Seniority shall be based on the total number of
4 years taught in Washington State, excluding substitute service, as described above in subsection
5 C, seniority defined.
6

7 **e. Selection for Retention and Recall**

8 Certificated employees shall qualify for retention in available positions for which they qualify. In
9 the event that there are more qualified employees than available positions, the following criteria
10 shall be used to determine which employees shall be retained.
11

- 12 1. Total seniority as defined in Section C as a certificated employee shall be the basis for
13 each position.
- 14
- 15 2. Within each endorsement area, the employee(s) having the greater seniority as defined in
16 Section C shall be retained.
- 17
- 18 3. In the event the tie still exists, the employee(s) having the greater seniority in the
19 Montesano School District shall be retained.
20
- 21 a. If the tie still exists, the employee(s) having the highest number of college or
22 university credits beyond the BA degree as recorded in the personnel office at the
23 beginning of the current school year shall be retained.
- 24
- 25 b. If the tie still exists, the employee(s) having the greatest number of substitute
26 time in the Montesano School District shall be retained.
- 27
- 28 c. If the tie still exists, the employee(s) having the highest composite score on their
29 last comprehensive evaluation shall be retained. (will need to be added based on
30 state law)
- 31
- 32 d. In the event the tie still exists, a final selection shall be made by lot by a
33 disinterested third party.
- 34
- 35 4. The District will retain or recall with unique qualifications. The District will retain or
36 recall said employee, provided that no employee with more seniority qualifies for said
37 position.
- 38
- 39 5. The District shall not partially law off an employee without mutual agreement from the
40 Association.
41

1 6. The more senior employee will be retained or recalled to fulltime positions before any
2 less than full time positions are offered.

3
4 7. The list of proposed retention and layoff shall be delivered to the Association by May 15
5 of the year that this procedure is being implemented. The District will post and make
6 available said list for certificated staff to review.

7
8 **f. Appeals**

9 If an employee believes that he/she should be, qualified for a position, or that another employee
10 has been wrongfully considered for a position, the employee must notify the Superintendent in
11 writing within five (5) working days of the date upon which the Association was tendered the list.
12 Such written notification must allege the facts which make the employee's seniority or position
13 ranking incorrect according to the criteria contained in the certification/endorsement. Failure to
14 make such timely notification shall waive an employee's right to later challenge the
15 inappropriateness of the employee's seniority ranking and position placement.

16
17 The Superintendent shall meet with the individual within five (5) work days and give written
18 response within ten (10) workdays from the appeal.

19
20 In the event that the appeal to the Superintendent is not resolved, an employee within ten (10)
21 working days after the Superintendent's response may request reconsideration of the appeal at the
22 next regular Board meeting. The Board shall act on any appeal(s) and render a decision within
23 five (5) work days after meeting.

24
25 **g. Employment Pool**

26 All certificated employees who are not recommended for retention in accordance with these
27 procedures shall be terminated from employment and placed in an employment pool for possible
28 reemployment for a period of up to two (2) years. Employment pool personnel shall be offered
29 the open positions within the categories or specialties for which they are qualified. If more than
30 one (1) such employee is qualified for an open position, the criteria shall be applied as in Section
31 G. In case of recall, the most senior shall be hired first, within the individual employment
32 categories and specialties.

33
34 It shall be the responsibility of each certificated employee placed in the employment pool to
35 notify the Superintendent or his designee in writing by May 1 of the following year, if such
36 employee wishes to remain in the employment pool. If such notification is not received, the name
37 of any such certificated employee shall be dropped from the employment pool.

38
39 When a vacancy occurs for which a person(s) in the employment pool qualify, notification from
40 the District to such individual shall be by certified mail or by personal delivery. The Association
41 will also be notified. Such individual shall have seven (7) calendar days from receipt of the letter

1 to accept the position. If an individual fails to accept more than one (1) position offered, such
2 individual shall be dropped from the employment pool.

3
4 Employees who were previously assigned to full-time teaching positions shall be recalled to full-
5 time teaching positions, provided such employees shall have the option of accepting or rejecting
6 any part-time teaching position unless such a position is declined by all employees (full and part-
7 time) with greater seniority.

8
9 When a certificated employee is recalled, he/she shall be granted the years of experience, days of
10 accumulated sick leave and seniority which he/she had at the time of the reduction. In addition, if
11 during the period of reduction, a laid-off certificated employee increased his/her educational
12 training, then upon recall, he/she shall have the additional training credited to him/her and such
13 additional training shall be used to calculate his/her position on the salary schedule.

14
15 While in the employment pool, a certificated employee may, at his/her option, be continued in
16 any insurance program(s) of the District, provided he/she reimburses the cost of the program to
17 the District in advance by the first of each month.

18
19 Certificated employees whose names are in the employment pool shall be given, upon request,
20 preferred consideration in the District's day-to-day employment of substitutes.

21
22 **Section 5 Determination of Vacant Positions**

23
24 The District shall attempt to determine, as accurately as possible, as of May 1, the total number of
25 certificated staff known to be leaving the District for reasons of retirement, family transfer,
26 normal resignation, leaves, discharge, nonrenewal, etc. and these vacancies shall be taken into
27 consideration in determine the number of available certificated positions for the following year.

28
29 **Section 6 Open Positions**

30
31 All open positions shall be posted for (5) working days in designated areas. All open positions
32 will be emailed to the district email address of all current certificated employees by the District
33 on the first day of a posting. Current employees will be given first consideration for any
34 vacancies or new positions. Interested employees are required to inform the District of their
35 interest in letter form. The District will make every effort to inform employees when positions
36 become open during the summer break. Employees are responsible for checking their email to
37 monitor for open positions.

38
39 If two employees are equally qualified for the position, the employee with more Washington state
40 seniority, based on service credit, will be given the position. If the district determines that a more
41 junior person is better qualified to be of service in a particular position due to instructional

1 requirements and the best interest of the school system and its pupils, the senior person who is
2 denied the position will be given the reason for denial in writing.

3
4 **Section 7 Assignments and Transfers**

5
6 Grade, subject, and activities assignments shall be made by the District, taking into consideration
7 the employee's professional training, experience, specific achievements and service to the
8 District.

9
10 **Involuntary Transfer**

11 An involuntary transfer occurs when an employee is transferred from one teaching assignment to
12 another without their approval. All employees will be subject to involuntary transfer, providing
13 they are qualified to fill the position and provided the District has asked for voluntary transfers
14 first and has posted the position. When employees are equally qualified for a position, the least
15 senior person will be involuntarily transferred. If the District determines that a more junior
16 person is better qualified to be of service in a particular position due to instructional requirements
17 and the best interest of the school system and/or its pupils, the senior person who is transferred
18 over the junior person will be given the reason for the transfer in writing. A copy of the letter
19 will be forwarded to the Association. Any person who is involuntarily transferred will not have
20 to accept another involuntary transfer for a period of two (2 years). When it becomes necessary
21 to involuntary transfer an employee, that person shall be given three (3) weeks prior notice and
22 reasons for transfer. The employee may request training related to the new assignment with
23 supervisor approval. The cost of registration will be paid for by the District.

24
25 **Voluntary Transfer**

26 A voluntary transfer occurs when the administration asks an employee to transfer assignments
27 and the employee agrees, or at employee request.

28
29 At the elementary level, the transfer criteria will be if a teacher is moved from their current grade
30 level to any other assignment.

31
32 At the secondary level, the criteria for a transfer will be if a teacher is assigned any section of a
33 class in a subject or grade level that they have not taught in the last four years.

34
35 A transfer will also be deemed to have occurred when employees move between buildings and
36 grade levels.

37
38 Employees shall be notified in writing of their individual assignments once the determination of
39 assignments has been made. Such notification will include position, building, grade level or class
40 or subject and other pertinent facts concerning the assignment. The District agrees to post, in
41 designated areas, a list of new vacancies known to the District which will occur for the following
42 school year. Employees will be permitted to apply for new vacancies.

1 **Compensation for Building/Room Transfers**

2
3 The District will grant four (4) days’ pay, at the curriculum rate, to teaching staff that are
4 transferred to a new teaching assignment in a different building. This will allow them to have
5 paid time to prepare for their new classroom and curriculum needs.

6
7 Elementary teaching staff that are reassigned to teach a different grade and/or are relocated to a
8 different room, in the same building, will be granted up to three (3) days’ pay at the curriculum
9 rate.

10
11 Secondary teaching staff that receives a different teaching assignment that involves teaching
12 classes or sections that they have not taught in the last four (4) years shall be given one (1) day of
13 pay at the curriculum rate per qualifying class.

14
15 During school construction, staff required to move to a different building will be paid three (3)
16 days per move. Secondary teachers who are relocated to a different room will receive up to three
17 (3) days’ pay, at the curriculum rate, based on need.

18
19 **Section 8 Individual Employee Contracts**

20
21 The District shall provide each certificated employee a contract in conformity with the laws of the
22 State of Washington and regulations of the state Board of Education. Two (2) copies of the
23 individual employee contract shall be given to the employee each year for signature. Both copies
24 shall be returned to the District to be signed by the duly authorized representative of the District.
25 One (1) copy shall be placed in the individual employee’s personnel file, and one (1) copy shall
26 be returned to the employee.

27
28 **Section 9 Leave**

29
30 At the beginning of the school year, each employee shall be credited with an advanced sick leave
31 allowance of twelve (12) days with full pay to be used for absence caused by illness, injury or
32 other disability. Each employee’s portion of unused sick leave allowance shall accumulate from
33 year to year as provided by Washington State Law. Sick leave is defined to cover: illness or
34 injury of the employee or member of household, serious injury of a member of the immediate
35 family not included above.

36
37 Consistent with the Washington Family Care Act, RCW 40.12.265, and notwithstanding any
38 other provision of this agreement, an employee may utilize earned sick leave to care for: a child
39 of the employee with a health condition that requires treatment or supervision; or a spouse,
40 parent, parent-in-law, or grandparent of the employee who has a serious health condition or an
41 emergency condition.

1 Every employee holding a regular part-time position shall accrue such leave with pay in
2 proportion to the number of days worked as it relates to the contracted school year.

3
4 Compensated leave may be applied to absence caused by illness, injury or disability of an
5 employee. Compensated leave may be used for medical or ocular appointments when absence
6 during working hours for this purpose is authorized forty-eight (48) hours in advance by the
7 appropriate supervisor. In any instance involving use of a fraction of a day's sick leave, the
8 minimum charge to an employee's sick leave account shall be one (1) hour. After five (5)
9 consecutive work days, the employee will be required to furnish a certificate issued by a licensed
10 physician or other satisfactory evidence of illness to the principal. When an employee will be
11 absent from work, due to illness, he shall give notice to the principal or, the person designated by
12 the Superintendent to receive such notice no later than 7:00 a.m. on the first day of the illness. If
13 the absence may be for consecutive days, the District should be notified of a probable date of
14 return.

15
16 An employee who is unable to perform his/her duties because of personal illness or other
17 disability may, upon request, be granted a leave of absence without pay at the exhaustion of sick
18 leave. Leave under these conditions may be renewed annually. Application for leave and
19 application for renewal of leave of absence for such shall be made in writing to the
20 Superintendent. An employee who has been granted leave may return to service during the
21 period of the leave after fifteen (15) days written notice to the Superintendent and with written
22 permission of his personal physician to his/her original or similar position for up to two-year
23 leave allowance.

24 25 **Family Leave**

26
27 The District agrees to comply with the provisions of the State and Federal Laws: Family Medical
28 Leave Act (FMLA) and Washington State Family and Medical Leave Act, and will grant leaves
29 to qualifying certificated staff for qualifying events according to the law as now or hereafter
30 amended, provided written verification from the employee's health care provider verifying the
31 leave request is received and notification for leave requirements have been met according to law
32 and board policy.

33 34 **Maternity/Paternity/Adoption Leave**

35
36 As soon as any employee teacher becomes aware of her pregnancy, it would be appropriate for
37 the employee to inform her principal of her condition so that he/she may make plans for alternate
38 staffing. Maternity leave includes paternity/adoption leave.

39
40 The employee may apply to the Superintendent for maternity/paternity/adoption leave to take
41 effect on a date upon which he/she will be unable to carry out his/her teaching assignment. A
42 physician's recommendation will be the determining factor in deciding the last day of work. The

1 date that the employee returns from maternity/paternity/adoption leave to his/her same, or similar,
2 position will be determined in the same fashion.

3
4 Disability relating to pregnancy, miscarriage or deliver will be recognized as paid sick leave with
5 proper certification from the attending physician. The Superintendent may require written
6 verification from the employee's health care provider.

7
8 The District may obtain the opinion of a second health care provider, at District expense,
9 concerning any information pertinent to the employee's leave request. If the opinions of the
10 health care providers differ on any matter determinative of the employee's ability for family
11 leave, the two health care providers shall select a third provider, whose opinion, obtained at the
12 employer's expense, shall be conclusive.

13
14 Reinstatement of an employee returning from an authorized family leave need not occur if: a) the
15 specific job is eliminated by a bona fide restructuring, or a RIF resulting from lack of funds or
16 lack of work, b) an employee on family leave takes a position with another employer outside the
17 home or c) the employee fails to provide the required notice of intent to take family leave or fails
18 of return on the established ending date of leave. If an employee fails to return from family leave,
19 the District may recover the costs of the employee's health benefits paid during the leave.
20 Instructional staff may be required to delay their return from family leave to the beginning of the
21 next semester under the following circumstances:

22
23 The employee began leave five or more weeks before the end of the semester, the leave is for
24 more than three weeks, and the employee would otherwise return to work within three weeks of
25 the end of the semester.

26
27 The employee began family leave (except for a personal health condition) less than five weeks
28 before the end the semester, the leave is for more than two weeks, and the employee would
29 otherwise return to work within two weeks of the end of the semester.

30
31 The employee began family leave (except for a personal health condition) three or fewer weeks
32 before the end of the semester and the periods of leave are more than five working days.

33 34 **Bereavement Leave**

35
36 Employees will be granted a leave with pay of not more than five (5) working days per
37 occurrence, when the absence is occasioned by the death of father, mother, child, step son or
38 daughter, foster child, grandchild, brother, sister, spouse, domestic partner or dependent relative
39 residing in the household of the employee of the District. Three (3) working days will be granted
40 for the parent of a spouse, grandparents, sister or brother in-law. One (1) working day of
41 bereavement leave shall be granted for an aunt or uncle. It is agreed between the parties that
42 bereavement leave is non-cumulative and is not deducted from accumulated sick leave.

1
2 One (1) day leave, deducted from sick leave, will be granted to employees on the occasion of the
3 death of other relatives or persons living in the employee's household.

4
5 At an employee's request, additional leave for bereavement leave will be granted after the leave
6 with pay has been taken and shall be deductible from sick leave.

7
8 Under circumstances where the actual memorial or burial service is held at a later date, an
9 employee may request bereavement leave be delayed.

10 11 **Emergency Leave**

12
13 Emergency leave shall be granted in case of illness, accident or death of a family member or close
14 friend of the employee. Emergencies not covered here-in-above, may be granted by the
15 Superintendent for matters of a personal emergency nature that cannot be done outside school
16 hours. The situation shall be one that is unavoidable and not mere convenience. Emergency
17 leave shall be deducted from the employee's sick leave. "Emergency leave" shall be
18 administered in the following fashion: one to three (1-3) days by the Superintendent; a period
19 exceeding three (3) days is the Board of Directors.

20 21 **Personal Leave**

22
23 Each regular, full-time employee is granted personal leave subject to the following:

- 24
25 1. Two (2) new personal leave days will be given per year
- 26 2. Personal leave will not be deducted from sick leave.
- 27 3. Personal leave is accumulative to no more than four (4) days which may be used in
28 (1) school year.
- 29 4. Upon accumulating more than two (2) personal days, the employee will
30 automatically be paid at the curriculum rate per day, at the end of the school year.
31 Partial days will be prorated. This also applies to retirees and employees resigning.
- 32 5. Personal leave cannot be used to extend holidays and/or three day weekends, without
33 prior approval of the Superintendent.
- 34 6. The District will limit, on a first come/first serve basis, three elementary and three
35 secondary requests per day.

36 37 **Professional Meetings and Conferences**

38
39 Leave for purposes relating to the professional growth of employees may be granted upon written
40 application to the Superintendent. Expenses may be allowed in conjunction with this leave upon
41 the District's reviewing appropriate receipts. For Master Grant Monies, see Article IV, Section 5.

1 **Other Leaves**
2

- 3 A. Leave of absence for up to one (1) year without pay may be granted to employees by
4 the Board for the purpose of study, travel, recuperation, child care, or working in a
5 professionally related field and for Association or Association related business.
6 Upon return from leave, the employee may be placed in the position last held or in a
7 position he/she is qualified to teach. Upon request by the employee, such leave may
8 be renewed for up to one (1) additional year.
9
- 10 B. School Board sick leave attendance incentive policy in effect as of May 15, 1984
11 shall remain in effect for all employee members of the bargaining unit during the
12 term of this agreement as per WAC 392-136-015 through 085.
13
- 14 C. Unused sick leave will accumulate from year to year to the legal limit.
15
- 16 D. The School Board Leave Sharing Policy in effect as of March 19, 1991, shall remain
17 in effect for all employee members of the bargaining unit during the term of this
18 agreement. At the time of separation from District employment due to retirement or
19 death, an eligible employee or the employee's estate shall receive remuneration at a
20 rate equal to one day's current monetary compensation of the employee for each four
21 full day's accrued leave for illness or injury. Provided that an employee shall be
22 entitled to all the benefits conferred by this section as the effective date of the act.
23 Employees new to the District will be credited with their sick leave balance from any
24 other Washington State School District.
25

26 **Association Release Time**
27

28 Up to eight (8) days total leave shall be allowed for the Association President(s), or his/her
29 alternate, for Association business. Additional days or leaves may be granted at the
30 Superintendent's discretion. Notification of leave shall be presented by the Association
31 President(s) in writing to the Superintendent at least one (1) week before the leave is to take
32 effect. The Association shall reimburse the District at the current substitute rate.
33

34 **Section 10 Work Year**
35

36 Each employee shall be given a contract for the base number of school days established by the
37 Legislature. If the state changes the number of base contract days, the annual base contract will
38 reflect only that number of days as established by legislative funding. If the State Legislature
39 should add Learning Improvement Day(s) (LID) to established school days, those days will be
40 included into this agreement. Employees will be responsible for obtaining building/program
41 administrator approval prior to taking an in-service, that will qualify as a LID day.
42

1 **Extended Contract**

2
3 Any employees with additional contracted days must submit a timesheet for their extended
4 contract time.

5
6 The following positions covered under this CBA shall be granted an extended contract for the
7 number of days specified.

8
9 Secondary Counselors 20 days (10 before school starts and 10 after school ends)
10 District Librarian 5 days

11
12 **Career and Technical Educators**

13
14 Each CTE teacher that has to maintain an educational space where a CTE class is taught shall
15 receive five (5) additional days during the year in order to maintain each of those facilities and to
16 do additional CTE related work, such as development of frameworks. Any teacher that currently
17 receives more time to maintain their facilities shall be grandfathered in to their current number of
18 days.

19
20 This includes, but is not limited to the following facilities: Wood Shop, Metal Shop, Greenhouse,
21 Computer Labs, Robotics Lab, IMS Lab, Family & Consumer Science Lab.

22
23 CTE Educators must submit a separate timesheet document as appropriate for auditing purposes.

24
25 **Responsibility Days**

26
27 In addition to the LID days, if established by the Legislature, each certificated employee will be
28 compensated for professional work that is beyond their normal contracted day to be known as
29 Responsibility Days. Employees will receive five (5) Responsibility Days of pay at per diem.
30 One additional Responsibility Day will be granted from the proceeds of the current Maintenance
31 and Operation Levy. One day will also be granted for classroom preparation.

32
33 The employee will be issues a supplemental contract for adhering to professional activities, which
34 are directly related to their instructional assignment in an effort to enhance student academic
35 achievement, beyond the scope of responsibilities outlined in this contract. These responsibility
36 duties may include and are not limited to curriculum development, parent communication, non-
37 stipend extra-curricular activities, professional development, open house, and meetings that are
38 beyond the normal work hours.

39
40 **Professional Development – District Directed Days**

41
42 Each of the following PD days will be paid at curriculum rate.

- One half (½) day at the beginning of the year for District and building orientation
- One (1) classroom prep day will be granted at the beginning of the year.
- Four and half (4 ½) days of professional development throughout the year.
- One (1) day throughout the year for the purpose of collaboration.

Employees that attend a professional development at an offsite location on the day or the weekend adjacent to a District PD day will be paid the curriculum rate, if the PD is pre-approved by the building Administrator. PD days before the start of school are not eligible. The employee will provide clock hours or a certificate to the District as evidence of attendance.

New employees will be paid one extra day for orientation/curriculum purposes at curriculum rates above regular contract agreement.

At the end of each quarter, a half-day (1/2) will be set aside in the school calendar in order for certificated staff to prepare for student report cards.

Special Education Certificated Staff will receive three additional days for record keeping/program planning at curriculum rate. Special Education Certificated Staff will submit a completed Supplemental Time Record Form to the Student Services Director for compensation for record keeping/program planning by June 1.

Per Diem Defined: Daily rate based upon current salary placement on the WA State LEAP Schedule.

Curriculum Rate Defined: The curriculum rate shall be \$215 per day, when six (6) or more hours are worked, or \$35 hourly rate when less than six (6) hours are worked in a day.

Responsibility Days Compensation: Employees covered under this CBA that work their responsibility days shall be paid based on their per diem rate.

Table below described certificated staff additional days.

Description	Number of Days	Rate of Pay	Contingencies
LID Days	State Directed	Per Diem	Per State Funding
Responsibility Days	5	Per Diem	Per CBA
Additional Responsibility Day	1	Per Diem	Levy Funding
District Directed Day(s)	4 ½	Curriculum	Levy Funding

Orientation Day	½ Day	Curriculum	Per CBA
Classroom Prep Day	1	Curriculum	Per CBA
New Certificated Staff	1	Curriculum	Per CBA
Special Education Staff	3	Curriculum	Per CBA

1

2 **Section 11 Calendar**

3 MONTESANO SCHOOL DISTRICT NO. 66 and the MONTESANO EDUCATION
4 ASSOCIATION agree that the school calendar is a mandatory subject of collective bargaining
5 pursuant to RCW 41.49.020(2). The school calendar involves the number of teaching days, in-
6 service days, vacation periods, and length of the school year. The opening day of school is not
7 subject to collective bargaining. As to the opening day of school, the school district shall give
8 notice to the Association of the proposed opening date and a reasonable opportunity to present to
9 the Board of Directors and the School District the Association’s view as to the date that school
10 should open prior to the adoption of the opening day of school by the Board of Directors of the
11 School District. “MEA will make every effort to collaborate with the employees outside this
12 bargaining group to develop the school calendar.”

13 A. District will provide a copy of the current school year calendar and pay schedule for
14 certificated staff.

16 **Section 12 Building Hours**

18 Regular hours for employees shall be seven and one-half (7 ½) hours beginning at 7:50 a.m. and
19 ending at 3:20 p.m. and shall include a minimum of thirty (30) continuous minutes of duty-free
20 lunch. During late start schedule, due to inclement weather, employees should arrive to school as
21 soon as they safely can or, at least thirty (30) minutes prior to the start of the regular schedule.

22 The District shall make every effort to average the number of subject area preparations at the
23 desirable level of three (3) per full time 7-12 employee. Educational employees shall also be
24 entitled to one planning period per day to be used for, i.e., lesson planning, paper corrections, and
25 student/parent conferencing.

27 Classroom employees at the K-6 level will have no less than forty (40) continuous minutes per
28 day of instructional planning time. This time excludes before and after school, lunch-time, and
29 one (1) fifteen (15) minute recess may be granted at/by the principal’s discretion.

31 Each employee who loses one (1) preparation period to cover another employee’s class, or to
32 proctor federal, state or district assessments, and approved by the administrator, will be

1 compensated at a rate of thirty-five dollars (\$35) per incident and reimbursed monthly. The
2 teacher has the right to decline to cover a class and a reason does not have to be given. In the
3 event no certificated staff member is found that is willing or able to cover a class, an
4 administrator may be required to cover it instead.
5

6 Employees (with the exception of emergencies and conferences), will be not be required to attend
7 more than two (2) staff meetings per month. The time before and after school shall be unassigned
8 by the District and utilized by certificated employees for preparation time.
9

10 Employees shall attend staff meetings outside of buildings when required by the Superintendent
11 or building/program administrator. Employees shall adhere to their assigned daily schedule.
12

13 **Early Release Days**

14

15 Staff shall have the option of leaving fifteen (15) minutes after students are released on the early
16 release days of Thanksgiving break, Christmas Break and the last day of school, if scheduled, in
17 the current school calendar. This equals nine (9) hours of compensatory time.
18

19 **Section 13 Economic Provisions**

20

21 **A. Salary Schedule:**

22

23 All employees shall be appropriately placed on the Washington State LEAP salary schedule
24 according to their experience (total number of years taught under an individual written
25 contract) and education as recognized by Washington State Law. All employees shall verify
26 their salary and placement annually, and shall immediately report any discrepancy to their
27 building principal and the Superintendent. Horizontal movement on the salary schedule
28 beyond the standard certificate shall be controlled by the following:
29

- 30 1. Classes submitted for salary schedule credit shall be either in the employee's major or
31 minor teaching or college areas.
32
- 33 2. Classes not within an employee's major or minor teaching area shall require prior
34 approval by the Superintendent or his designee
35
- 36 3. The District shall accept all clock hour and in-service credits that meet State Board of
37 Education approval standards for clock hour and in-service credit. The credits shall count
38 for advancement on the District Salary Schedule. Ten (10) clock hours of in-service shall
39 be equal to one quarter university credit and shall be recognized for District salary
40 schedule placement.
41

1 4. It is the responsibility of the individual employee to ensure that all subsequent courses
2 take after September 1, 1995 will meet the state criteria WAC 392-121-262.
3

4 5. Credits earned by October 1, shall be considered for advancement on the salary schedule.
5 All employees who have earned credits for advancement on the salary schedule shall
6 submit an official college transcript or approved clock hour form per OSPI and State
7 Board of Education by November 1.
8

9 6. Employees hired after the commencement of the school will have 30 calendar days to
10 submit their official transcripts or clock hour forms for placement on the current year's
11 salary schedule.
12

13 **B. Payment**

14
15 1. Employees shall be paid in twelve (12) monthly installments on the last business day of
16 the month.
17

18 2. All compensation owed to an employee, who are leaving the District shall, upon request,
19 be paid within the next payroll period.
20

21 **C. Notification Incentives for Retiring Staff**

22
23 In an effort to better plan for the upcoming year, the District will provide incentive pay for
24 retiring staff that give prior written notice. Employees giving notice by the last day in January
25 will receive \$500.00 and by the last day in February \$300.00. Payment will be in the employee's
26 final paycheck from the District.
27

28 **D. Travel**

29
30 Employees authorized to use their private automobiles to travel on school business shall be
31 reimbursed for mileage at the current IRS rate. All employees who, by nature of their
32 assignment, must use their private automobiles to travel between schools, or a required to make
33 home visits, shall also be reimbursed for mileage at the current IRS rate.
34

35 **E. Additional Economic Provisions**

36
37 1. Base salary will be based on the current Washington State LEAP Schedule allotment.
38

- 1 2. Experience and Education Increments shall be paid to those employees who have earned
2 additional credits and/or experience for advancement on the state LEAP salary schedule
3 effective September 1.
4
- 5 3. If the State Legislature changes the LEAP Document A, the parties will meet to negotiate
6 the effect of such change.
7
- 8 4. The co-curricular salary schedule (Appendix C) shall be based on the current Washington
9 State LEAP Schedule for BA + 0 with no experience.
10
- 11 5. The District will support teachers who pursue National Board Certification by providing
12 two substitute release days once they have completed the initial process.
13

14 **F. Co-Curricular Positions**
15

- 16 1. Information on specific co-curricular activities pay can be found in Appendix C.
17 Additional information on co-curricular positions, including job descriptions can be
18 found in an Addendum to Appendix C. Even though it is a separate document, it is still
19 considered, in full, to be a part of this collective bargaining agreement.
20

21 **G. Pay for Regular Part-Time Substitute Employees**
22

23 Regular, part-time substitute employees who continue to be employed by the District after twenty
24 (20) consecutive days or more in the same assignment shall be paid one one-hundred eightieth
25 (1/180) of base salary of the certificated salary schedule for each day employed beginning with
26 the twenty-first (21st) consecutive day in the same assignment. No other provision of this
27 Agreement shall be applicable to regular, part-time substitute employees unless specified in
28 Article I, Section 1.
29

30 **H. Insurance**
31

- 32 1. Each full-time equivalent employee shall be eligible for current health care contribution
33 per month for payments of premiums of District approved insurance programs. Part-time
34 employees shall be entitled up to a pro rata share of the current health care contribution.
35 Each full-time equivalent employee shall be eligible for the maximum allocation set by
36 law.
37
- 38 2. Enrollment in vision, dental and long-term disability insurance programs is mandatory
39 for all employees. Long-term disability will be paid by the District not to exceed \$16.00
40 per employee over the course of the Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

- 3. Enrollment in insurance programs will be consistent with insurance carrier rules and regulations.
- 4. The District shall cover HCA at the rate previously defined in the agreement.
- 5. Upon an annual affirmative vote by the bargaining unit, MEA members with an excess of one hundred and eighty (180) days may contribute to VEBA III annual sick leave buyout. A retirement VEBA III plan is also available to retiring employees.
- 6. In cases where two District employees are married to each other, or are in a domestic partnership, they may combine both of their state insurance allocations for the purpose of reduced out of pocket expenses for medical premiums

I. Purchasing a Teacher’s Preparation Period – Semester or Year

At the secondary level, an employee is considered to be full-time if they teach five periods with a single period given during the day for the purpose of preparation. In the event that there are more sections of classes than there are teachers, the preferred solution would be to hire additional staff.

If it is not possible or realistic to hire additional staff, a teacher may have their preparation period purchased by mutual agreement between the staff member and the building principal, however the position must be posted.

The following criteria will be used to select the certificated employee(s) that have their preparation period purchased, if multiple teachers apply for the same position(s):

- 1. Highly Qualified in Subject
- 2. Teaches additional sections of the same class
- 3. Previous experience teaching subject
- 4. Seniority

When an employee has their preparation period purchased, they will be compensated at the rate of an additional $13\frac{1}{3}\%$ (.1333) of their base salary, according to the Washington State LEAP schedule. This is equivalent to one (1) hour of work time, based on a seven and a half (7 ½) hour work day.

J. Teaching a Zero Hour Class

If a staff member performs additional teaching duties above and beyond the regular school day to teach an additional class, with the approval of the building principal, either a) it will be regarded as if the teacher had their preparation period purchased and will be compensated at

1 that rate or b) by mutual agreement of the teacher and the building principal, the teacher will
2 work an altered schedule where they will either a) end their school day one hour earlier or b)
3 be given an additional preparation period.

4 If the zero hour class being taught does not meet frequently enough to equal a full-time class.

5 **K. Special Education Teachers – Coverage**

6 If, due to the extended absence of a special education teacher, another special education
7 teacher must cover a student’s Individual Education Plan meeting (and test, create modify,
8 etc.), that teacher shall be compensated at 2 hours per IEP.

9
10 **L. Independent Study Instruction**

11 No students will be placed on independent study unless approved by the teacher and the
12 administration.

13
14 **N. Highly Qualified Teachers**

15
16 When a highly qualified certificated employee agrees to act as the certified coordinator for
17 the purpose of verifying the work of a student earning a credit, they shall be paid at per diem.
18 The District shall supply a form to said employee to track their hours and return it to the
19 District office.

20
21 **O. Enhanced Responsibility Pay**

22 For the purposes of a) enhancing student learning, b) improving efficiencies for the District
23 and employees, there may be a need for employees to complete certain additional
24 responsibilities outside of the base contract day and work year. Each employee will have the
25 option of accepting an enhanced responsibility position, when available, based on the job’s
26 criteria and following the hiring practices agreed upon by the District and the Association.
27 The employee will receive supplemental pay for such positions. Payment rates are not
28 always set by the District and may be grant funded.

29
30 **P. Student Teachers**

31 Employees shall have the option to accept or reject a student teacher or practicum observer.
32 Employees who agree to being assigned a student teacher shall receive the funds or college
33 credits provided by the Teacher Training Institution for the supervision entailed. An
34 employee who accepts a student teacher should be given twenty (20) days’ notice and shall be
35 informed in advance of the amount of funds provided by the Teacher Training Institution.

36
37 **Section 14 General Education Class Size**

38
39 **A. Irregularities**

40 All class size irregularity may occur when student classroom enrollment exceeds the
41 following number of students for a minimum of ten (10) school days:

- 1
- 2 1. Class size limits by grade level/subject
- 3 a) K- 2 23
- 4 b) 3-4 25
- 5 c) 5-6 27
- 6 d) 7-12 32 student/period total (except Band and P.E.)
- 7 e) Band Class over 40 = 1 full time aide
- 8 f) P.E. 36
- 9

10 When scheduling Science and CTE classes, the number of Workstations or Lab stations
 11 will be taken into consideration. Every attempt will be made to avoid overloading these
 12 courses.

- 13 2. When a class size irregularity occurs, a Class Size Committee (CSC) will convene.
 14 The function of the CSC shall be to review and make recommendations on a class
 15 size irregularity called to its attention by the administration, a member of the
 16 certificated staff, or the Association. Special classroom circumstances, other than
 17 class size, may also warrant a review by the CSC.
- 18
- 19 3. The CSC will consist of the Superintendent, Principal of the building where the
 20 irregularity has occurred, the District Business Manager, the Association
 21 President(s), and up to three representatives of the Association's choice.
- 22
- 23 4. The Association President(s) will contact the Superintendent to set up a CSC
 24 meeting.
- 25
- 26 5. Due to normal enrollment fluctuations and school startup scheduling, class size
 27 irregularity need not be resolved prior to the end of the third calendar week of the
 28 current school year, however, compensated resolutions will be retroactive to the start
 29 of the school year, provided that student enrollment meets the ten (10) day
 30 enrollment requirement.
- 31

32 **B. Resolutions**

33
 34 The Superintendent's recommendation may include:

- 35 1. Transferring students
- 36 2. Hiring additional employees
- 37

38 If numbers either resolution listed above is not appropriate relief, the teacher can choose the
 39 following option:
 40

1 Primary Teachers (K-6):

2 An employee stipend of \$50.00 per month for every student over the maximum provided
3 the student enrollment meets the minimum ten (10) day student enrollment requirement.
4

5 Secondary Teachers (7-12):

6 An employee stipend of \$25.00 per student over the class size limit per period, per
7 month, provided the student enrollment meets the minimum ten (10) day student
8 enrollment requirement.
9

10 **C. Compensation defined**

11
12 A payroll change form must be approved and submitted to the payroll department monthly by the
13 established payroll deadline.
14

15 **Section 15 Special Education Class Size**

16
17 **A. Special Education Committee**

18
19 Each site will develop a process, including a committee composed of special education
20 employees to address the challenges faced at each site. Each site will continue to implement
21 solutions and options for a continuum of services for students. Each site will continue to
22 implement effective collaboration between special education and general education.
23

24 **B. Assistance for staff when working with students with special needs**

25
26 When a certificated staff member, principal, and/or administrator determine that a workload has
27 exceeded the ability to implement an appropriate program, then the Special Education Committee
28 may be asked to facilitate an appropriate solution. If a general education teacher has students with
29 an IEP or 504 plan in the same class or period, they may request assistance from this committee
30 as needed.
31

32 **C. Role of Special Education Committee in Facilitating an Appropriate Solution**

33
34 When asked, the Special Education Committee (SEC) will review the workload of a special
35 education or general education staff member and make suggestions for:

- 36 1. Program modification
37 2. Program management and/or
38 3. Program supports
39

40 The purpose of this process shall be to provide a forum for dialogue and, the opportunity to assist
41 in the development of recommendations, as well as a place for resolution of concerns. The SEC
42 agrees to explore the following concepts and strategies to assist special education workloads:

1. Flexible Solutions (as one solution won't fit all situations)
2. Individual, building and district program impact
3. Available resources

Section 16 Hold Harmless Clause

- A. The Montesano School District agrees that, as required by RCW 28A.320.060 of Washington (including amendments thereto), that all coverage afforded under the present liability insurance, up to the limits of the policy in effect as of September 1, 1977, shall be maintained.
- B. Legal counsel shall be provided, through insurance, to any certificated employee against who a lawsuit is initiated, provided said certificated employee, at the time of the act or omission complained of, was acting within the scope of his/her employment or under the direction of District.
- C. The District shall reimburse certificated employees for replacement of any personal property that is damaged, destroyed or stolen when used in the course of his/her employment and which was provided at the request of the District or, when the employee brought to be used in the course of employment after obtaining prior written approval of the building administrator.

Section 17 Due Process

Certificated employees shall not be formally disciplined except for fair and reasonable just cause. The specific grounds forming the basis for disciplinary action shall be shared with the employee and his/her representative in writing if requested by the employee.

It is agreed that all disciplinary matters pursuant to this article shall be subject to the grievance procedure contained in this Agreement. When an Employee has grave concern during a meeting with the Employer, or its representatives, that matters are being discussed which may adversely affect the Employee's contractual status, the Employee shall be able to postpone further discussion, if he/she so desires, until an Association representative can be brought in. The Employer will make every effort in advance to schedule such sessions to allow adequate time, and Association representation.

Section 18 Academic Freedom

The District believes that controversial issues are part of the District Instructional Program, when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of students. Questionable matters shall be referred to the principal for decision.

1 In discussing controversial issues, the employee will encourage students to express their own
2 views, assuring that it be done in a manner that gives due respect to one another's rights and
3 opinions. When discussing controversial issues, the employee will respect positions other than
4 his/her own. Students will be encouraged, after class discussions and independent inquiry, to
5 reach their own conclusion regarding controversial issues.
6

7 ARTICLE IV OTHER TERMS OF EMPLOYMENT

8
9 **Section 1 Student Discipline**

10
11 1. In the maintenance of a sound learning environment, the District shall expect acceptable
12 behavior on the part of all students that attend schools in the District. Discipline shall be
13 enforced fairly and consistently as identified in the Common School Manual specific to
14 Chapters RCW 28A.600.020 and 28A.600.460. The Board, Superintendent and Building
15 and/or Program Administrator(s) shall support and uphold employees in their efforts to
16 maintain discipline regarding discipline problems, provided the employees have followed
17 established District policy. There will be an annual review of all procedures within the first
18 month of each school year.
19

20 2. The following WAC is applicable:
21 WAC 180-44-020: Responsibilities Related to Discipline, Suspension or Expulsion of Pupils.
22 The employee may use reasonable and professional judgment concerning matters not provided for
23 by specific policies adopted by the Board and not incontinent with federal or state regulations.
24

25 3. Employees shall maintain good order and discipline in their classrooms at all times and, any
26 neglect of this requirement shall constitute sufficient cause for dismissal. Montesano School
27 District does not condone corporal punishment.
28

29 4. An employee shall have the right to remove a student from class when an employee deems
30 such action necessary to maintain order or discipline. Removal at any level shall be for all or
31 any portion of the balance of the school day or, until the principal or designee and teacher
32 have conferred, whichever comes first. The administration and the employee will
33 communicate regarding the status of the issue until resolved.
34

35 5. When the District does not provide for adequate supervision of students, in cases such as
36 physical education, where employees cannot enter the locker room of the opposite gender,
37 and no employee of the same gender is present, the District accepts all liability and the
38 employee shall be immune from legal action and/or disciplinary action from the District.
39
40
41
42

1 **Section 2 Classroom Visitors**

- 2
- 3 A. All visitors to a school and/or classroom shall obtain the approval of the principal and, if the
- 4 visit is to a classroom, the visit will be arranged only after the principal has conferred with
- 5 the employee.
- 6
- 7 B. The District will attempt to afford an opportunity for the employee to confer with the
- 8 classroom visitor before and/or after the visitation.
- 9
- 10 C. All unannounced visitors shall be reported to the principal’s office.
- 11

12 **Section 3 Materials**

13

14 The District cannot require a teacher to provide their own materials for the classroom. If the

15 District is unwilling or unable to purchase specific items, they must collaborate with the teacher

16 to find an alternative strategy, or otherwise not require the materials to be used.

17

18 **Section 4 No Strike/No Lockout**

19

20 The District and the Association agree that during the term of this contract, the Association will

21 not strike, nor shall the District lock out its employees.

22 If the Washington Education Association calls for a statewide action, MEA members will meet

23 with the District to discuss MEA participation in the action.

24

25 **Section 5 Workman’s Compensation**

26

27 The District agrees to insure all employees under RCW Chapter 51, the Washington State

28 Industrial Insurance Act.

29

30 **Section 6 Staff Training and Professional Development**

31

32 The District will provide not less than \$500.00 per employee covered by this contract for the

33 purpose of training and Professional Development (PD). The intent of the Staff Development

34 Grant is for the professional growth of an educator in pursuit of academic excellence resulting in

35 the direct impact on his/her teaching assignment. These funds may be used to attend conferences,

36 workshops, as stipends for approved curriculum. If an approved training occurs outside of the

37 contracted school day or year, MEA members may use MCM funds for compensation at the

38 curriculum rate. The funds may also be used to pay professional association dues where

39 membership is necessary to receive training.

1 Employees will apply for Staff Development Grants by following the procedures below. The
2 MEA Executive Board will screen the grants and will keep a record of grant recipients and the
3 money allocated on a proportionate building-by-building basis. The grants must be approved by
4 the building/program administrator and the MEA Executive Board. Grant Application approval is
5 contingent upon approval of all parties.

- 6
7 1. Staff Development Grant, aka Master Contract Monies (MCM) forms can be
8 obtained from the school office.
- 9
10 2. The MCM form should be completely filled out, including documentation of the
11 proposed workshop or curriculum project.
- 12
13 3. The grant is then to be given to the building/program administrator for review and
14 approval.
- 15
16 4. The administrator will return the grant form to the grant applicant after review.
- 17
18 5. The MCM form is then turned into the building representative or an MEA officer.
19 Building representatives and MEA officers must have another member of the
20 executive board approve their form.
- 21
22 6. Applications shall be reviewed weekly by an MEA Executive Board Designee
- 23
24 7. The MEA Executive Board will receive monthly reports by said designee for
25 accountability and accounts.
- 26
27 8. Individual recipients are responsible for making arrangements for registration as well
28 as any needed requisitions and purchase orders.
- 29 9. The District is not accountable for the MEA procedures.
- 30

31 ARTICLE V EVALUATION

32
33 The rules governing the evaluation of certificated teachers can be found in Appendix E, which
34 reflects the third year of a memorandum of understanding. Even though Appendix E is a separate
35 document, it is still covered in full as part of this collective bargaining agreement.

1 ARTICLE VI DURATION

2
3 This agreement shall be effective upon the date of ratification and final signing by the parties and
4 shall be in effect for two (2) years. The agreement can be reopened at any time mutually agreed
5 upon by both parties, and further the parties agree to meet on a regular basis, as needed, to discuss
6 ongoing issues, at the request of either party.
7

8 The current 2016-18 salary schedules will be attached to this Agreement as Appendix B and by
9 this reference is incorporated herein. If the salary schedule is updated during the time of this
10 agreement, the District will update all relevant figures.
11

12 IN WITNESS WHEREOF, the parties have hereunto set their hand and seals this
13 date:_____.

14
15 Board

Association

16 _____
17 _____
18 _____
19 _____
20 _____
21

22 APPENDICES

23 Appendix A: Grievance Review Request

24 Appendix B: Current Certificated Employee Salary Schedule

25 Appendix C: Co-Curricular Rules, Positions, Descriptions and Salary Schedule

26 Appendix D: Evaluation Language

27 Appendix E: School Calendar _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

APPENDIX A

Grievance Form – Certificated

This form is to be used by staff members filing a grievance, pursuant to Article III (Grievance Procedure). If the space provided below and on the other side is not sufficient for responses, please attach additional information to this form.

STEP 1

To:
Name of Principal or Supervisor: _____

School or Location: _____

Name of Grievant: _____

School or Location: _____

Position: _____

Date of the occurrence giving rise to the grievance: _____

Date grievant first discussed grievance with
Principal or Supervisor: _____

What Article(s) and specific paragraph(s) of the Collective Bargaining Agreement is/are alleged to have been violated?
(If possible, quote the exact language alleged to have been violated.)

List relevant facts upon which the grievance is based.

1 APPENDIX A (Page 2)

2
3 What remedy is being sought?

4
5 _____
6 _____
7 _____
8 _____

9
10 _____
11 Date Submitted

_____ Grievant's Signature

12
13 _____
14 Date Received

_____ Principal or Supervisor's Signature

15
16 DISPOSITION OF GRIEVANCE BY PRINCIPAL OR SUPERVISOR

17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____

26
27 Date of Disposition: _____

28 Signature of Principal
29 or Supervisor _____

30
31 Signature of Grievant _____

32
33 (Grievant's signature does not imply agreement with the report.)

34
35 Date: _____
36

1
2
3
4
5
6
7

APPENDIX B
WASHINGTON STATE LEAP SALARY SCHEDULE FY _____

1 APPENDIX C: CO-CURRICULAR SALARY SCHEDULE

2
 3 **Base Salary:** Based on BA + 0 on the LEAP schedule. The District will update the table when the LEAP
 4 schedule changes.

5
 6 Starting in 2015-16, all positions shall receive the same salary multiplier, unless the advisor had already
 7 reached 5 years of experience on the previous schedule. Those employees will be grandfathered in at the
 8 previous multiplier until the position becomes vacant. Any position that is newly funded will remain at
 9 the standard rate.

BASE SALARY	\$35700			0.0048	0.0055
Name	Position	Type	Point Value		
ASB	Elementary	Activity	5	\$857	\$982
Band	Elementary	Activity	6	\$1,028	\$1,178
Chorus	Elementary	Activity	8	\$1,371	\$1,571
Chorus	Secondary	Activity	10	\$1,714	\$1,963
HS Knowledge Bowl	Secondary	Activity	9	\$1,542	\$1,767
HS Knowledge Bowl Assistant	Secondary	Activity	5	\$857	\$982
JH Knowledge Bowl	Secondary	Activity	7	\$1,200	\$1,374
Math Team	Secondary	Activity	5	\$857	\$982
Pep Band	Secondary	Activity	28	\$4,798	\$5,498
Freshmen Class Advisor	Secondary	Class	6	\$1,028	N/A
Freshmen Class Advisor	Secondary	Class	6	\$1,028	N/A
Junior Class Advisor	Secondary	Class	8	\$1,371	N/A
Junior Class Advisor	Secondary	Class	8	\$1,371	N/A
Senior Class Advisor	Secondary	Class	8	\$1,371	N/A
Senior Class Advisor	Secondary	Class	8	\$1,371	N/A
Sophomore Class Advisor	Secondary	Class	6	\$1,028	N/A
Sophomore Class Advisor	Secondary	Class	6	\$1,028	N/A
Astronomy Club	Secondary	Club	6	\$1,028	\$1,178
Drama	Secondary	Club	20	\$3427	\$3,927
GSA	Secondary	Club	6	\$1,028	\$1,178
HOSA	Secondary	Club	6	\$1,028	\$1,178
HS Honor Society	Secondary	Club	6	\$1,028	\$1,178
JH Honor Club	Secondary	Club	5	\$857	\$982
Newspaper	Secondary	Club	8	\$1,371	\$1,571
Pep Club	Secondary	Club	6	\$1,028	\$1,178
SURE Club	Secondary	Club	14	\$2,399	\$2,749
Yearbook	Secondary	Club	11	\$1,885	N/A
FBLA	Secondary	CSTO	6	\$1,028	\$1,178
FCCLA	Secondary	CTSO	6	\$1,028	\$1,178
FFA	Secondary	CTSO	12	\$2,056	\$2,356
Skills USA	Secondary	CTSO	6	\$1,028	N/A
HS ASB Supervisor	Secondary	Government	15	\$2,570	\$2,945
JH ASB Supervisor	Secondary	Government	10	\$1,714	\$1,964

1 APPENDIX D

2 Appendix D, regarding evaluation language, is a separate document, but is still considered to be a full part
3 of this collective bargaining agreement.

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

- 1 APPENDIX E
- 2 SCHOOL CALENDAR _____
- 3 Insert School Calendar
- 4