2021-2024 Collective Bargaining Agreement

between the

Monroe Education Association

and the

Monroe School District No. 103
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Memorandum of Agreement

Memorandum of Understanding

Grandfathered Leave Status
PREAMBLE

This Collective Bargaining Agreement, hereinafter "Agreement" is entered into by and between the Monroe School District No. 103, through its Board of Directors, hereinafter "District" or "Board," and the Monroe Education Association, hereinafter "Association."
ARTICLE I - RECOGNITION AND DEFINITIONS

Section 1: Recognition

A. Bargaining Unit Defined

The District recognizes the Association as the sole and exclusive representative for all employees included in the bargaining unit. The bargaining unit is comprised of all certificated educational employees, except the following:

A. The chief administrative officer
B. The chief administrative officers, including the superintendent, assistant superintendents, executive directors, directors, assistant directors, and business manager
C. All confidential employees including the Board negotiators
D. All principals and assistant principals
E. All supervisors including the Athletic Director and Health Services Coordinator
F. All casual employees who shall be defined as substitute certificated employees employed by the District sporadically on call as needed and who have not worked at least 30 days during a period of 12 months ending during the current or immediately preceding school year.

B. Substitutes

It is expressly understood and agreed that in addition to the certificated employees recognized to be in the bargaining unit by the foregoing, the following categories of employees shall also be included in said unit:

A. Part-time substitutes who shall be defined as substitute certificated employees employed by the District for more than 30 days of work within any 12-month period ending during the current or immediately preceding school year and who continue to be available for employment as substitute teachers, and
B. Long-term substitutes who shall be defined as substitute certificated employees employed by the District where it is anticipated or comes to pass that a member of the bargaining unit will be absent from his or her regular assignment and will be replaced in such assignment for a period in excess of 20 consecutive workdays.

C. New Positions

Prior to the appointment of any person filling a new certificated position arguably includible in the bargaining unit, which does not exist on the date of this recognition, the Board or its representative will deliver to the Association the job designation and description and the Association may give its rationale for whether the position is supervisory or non-supervisory. If the Board disagrees with the Association's rationale, the Association has the right to seek a determination from the Public Employment Relations Commission; PROVIDED that the Board may determine the job title, job description, and fill the position pending such determination.

D. Contracting Out

It is acknowledged the Association may have concerns regarding the District contracting out services that would normally be provided by employees who are members of the Association's bargaining unit. The Labor Management Committee will from time to time review the current extent of any such contracting out and will discuss new proposed contract out situations prior to implementation. It is acknowledged the
Association shall have the right to demand bargaining regarding the impact of any newly proposed contracting out of services that normally would be provided by the Association’s bargaining unit members.

In the event that the District is considering contracting out work customarily performed by the District in its own facilities utilizing nonsupervisory employee positions which are and have been held by members of the bargaining unit represented by the Association, the Association shall be notified.

Section 2: Definitions

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

The term "Days" shall mean calendar days unless otherwise specifically defined in this Agreement;

The term "Agreement" shall mean this entire contract;

The term "Association" shall mean the Monroe Education Association;

The term "Board" shall mean the Board of Directors of the Monroe School District No. 103;

The term "WEA" shall mean the Washington Education Association;

The term "NEA" shall mean the National Education Association;

The term "Association Representative" shall mean an individual elected, appointed, or designated by the Association;

The term "Employee(s)" shall refer only to a member(s) of the bargaining unit as defined in Article I, Section 1;

The terms “he” or “his” also mean “she” or “hers”;

The following terms related to employee pay shall be defined as follows:

a) Per diem – the employee’s base contract divided by the number of assigned days in the contract

b) Hourly rate – for assigned work beyond the normal work day/year; the amount as noted in Article VII, Section 1, Subsection C;

In compliance with RCW 26.60.030, the term “domestic partner” shall mean:

To enter into a state registered domestic partnership the two persons involved must meet the following requirements:

1. Both persons share a common residence;
2. Both persons are at least eighteen years of age and at least one of the persons is sixty-two years of age or older;
3. Neither person is married to someone other than the party to the domestic partnership and neither person is in a state registered domestic partnership with another person;
4. Both persons are capable of consenting to the domestic partnership; and
5. Both of the following are true:
   a) The persons are not nearer of kin to each other than second cousins, whether of the whole or half-blood computing by the rules of the civil law; and
   b) Neither person is a sibling, child, grandchild, aunt, uncle, niece, or nephew to the other person

In order for an employee to access benefits provided by this Agreement for a domestic partner, the employee must be registered by the State of Washington as a domestic partner per RCW 26.60, or submit a confidential affidavit to the District to be kept in the employee’s confidential health file.
ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT

Section 1: Definition of Agreement

This Agreement, made pursuant to RCW 41.59 by and between the Monroe Education Association and Monroe School District, shall be in effect according to the duration clause of this Agreement. This Agreement may not be reopened, except by mutual consent of the parties, during the duration hereof. The parties hereby further agree that they have fully bargained with respect to wages, hours, and terms and conditions of employment and that all wages, hours, and other terms and benefits to be received by the employee from the District are contained in this Agreement and not otherwise.

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

Rules, regulations, policies, resolutions or practices, other than those dealing with hours, wages, and terms and conditions of employment, not in conflict with this Agreement, shall remain in full force subject to change by Board action; PROVIDED that the Association shall have its right to make a presentation to the Board prior to final action by the Board on the matter.

Nothing herein shall be interpreted as a waiver of Association bargaining rights, if such rights are otherwise allowed by law and this Agreement.

Section 2: Relation to Individual Contract

All individual employee contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this Agreement. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling as long as it is consistent with law.

Section 3: Conformity to Law

This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington, Washington Administrative Code (WAC), and Court decisions binding upon the District. If any provision of this Agreement shall be made invalid by applicable legislation or binding regulations, or found contrary to the law by any court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect. In such events, the parties agree, upon request by either party, to meet and negotiate substitute sections for those so affected.

Section 4: Distribution of Agreement

Within a reasonable period of time following the signing and ratification of this Agreement, the District shall provide the Association with an electronic copy of the agreement. In addition, the Association shall advise the District as to the number of printed copies desired. The District and the Association shall divide equally the cost of providing requested copies of this Agreement to the Association. The Association and a District representative shall discuss and attempt to agree on format and style of the printed contract. The Association shall be responsible for delivering a copy of this Agreement to each member of the bargaining unit who requests it. The District shall be responsible for providing a copy of this Agreement to all employees newly hired by the District.

Section 5: Administration of Agreement

Association representative(s) may meet with the Superintendent or a designee at least once a month during the school year to review and discuss current school problems and practices, and the administration of this Agreement.
Section 6: Contract Waiver

The District and the Association may agree to waive specific provisions of this Agreement in accordance with the provisions of this Section.

A. Waiver Request

Requests from a school or work site must be submitted on the Contract Waiver Request Form (Appendix A). The building principal and Association building representative must both sign the form if the request is to be considered by the Association and District. The principal’s signature indicates knowledge of, and concurrence with, the waiver request. The building representative signature indicates the belief that the request represents bargaining unit member support. The completed contract waiver request form must be submitted to the Superintendent and the Association president concurrently and will be granted only if both the District and Association approve such request in accordance with the provisions of this section.

B. Waiver Request Form

A contract waiver request must include the following:

1. Reference to the specific provisions of the Agreement request to be waived.
2. Rationale for the waiver.
3. The specific timelines, i.e. beginning and ending dates for the waiver.
4. Identification of the position(s) that would be affected by the waiver and how the position(s) would be affected.
5. Description of how the decision to request the waiver was made and evidence it reflects an effort to reach consensus of the staff including concurrence of the building principal. A decision to request a waiver shall be confirmed by at least 90 percent approval of those in the Association’s bargaining unit at the school or work site. (The 90% approval shall be determined by secret ballot vote. The Association and District shall agree on a list of eligible voters.)
6. Description of the cost or budget impact of the waiver, if any.
7. Explanation of how the waiver, if granted, might affect other employees outside of the school site and other operations of the District, if any.

C. District and Association Consideration

Upon receipt of a contract waiver request, the District and Association representatives shall meet and consider these options:

1. Accept the waiver request as written and communicate that acceptance to the school or work site.
2. Deny the waiver request but with specific written conditions under which the waiver could be granted. In this case, the school or work site may either accept the conditions through the same process as indicated above, accept the denial, or counter propose to the Association and District through a revised Contract Waiver Request Form, using the same process as described above.
3. Deny the waiver request as written and provide written reasons for that denial to the school or work site. In this case, the school or work site may wish to consider whether to submit a revised Contract Waiver Request Form, approved through the same process as described above, that is intended to satisfy the reasons given for the waiver denial.
D. **Duration**

No contract waiver request shall be granted without agreement by the District and Association on its duration (i.e., beginning and ending dates). A waiver shall not be granted for a period extending beyond the expiration date of this Agreement, nor for more than one calendar year, unless the parties agree otherwise. A waiver may be terminated at any time if the parties mutually agree.

E. **Non-precedent**

The Association and District agree that any waivers granted are not precedent setting. The parties further agree that once the waiver has expired, all waived provisions shall return to the status contained in the Collective Bargaining Agreement at the time of the waiver’s expiration.

F. **Site-based Decision Limitation**

Schools shall not use site-based/shared decision making to implement conditions of employment that are contrary to the terms of this Agreement without first obtaining a waiver as described in this section.

G. **Relationship to Agreement**

A contract waiver agreed on by the District and Association will be considered an addendum to this Agreement, and any dispute as to its interpretation or application will be solved by the parties through use of these two steps:

1. Informal discussion between District and Association representatives.
2. If the above does not resolve the dispute, then the Association may utilize the grievance procedure contained in this Agreement.
ARTICLE III - ASSOCIATION RIGHTS

Section 1: Exclusivity

Throughout this Agreement certain rights and functions are accorded and ascribed to the Association. These rights and functions are afforded to the Association as the legal representatives for all employees covered under this Agreement. The rights and privileges afforded the Association as specifically enumerated in this Agreement shall not be granted to any competing labor organization or any organization seeking to represent or otherwise communicate with employees represented by the Association.

Section 2: Access

A. General

At reasonable times, both before and after the regular employee workday, and including the period before pupils arrive at school and the period after pupils leave the school, and during the 30 minute duty-free lunch period, duly authorized representatives of the Association shall be permitted to transact official Association business with employees on school property; PROVIDED, however, that any Association business does not interfere with or interrupt normal school operations or the employees carrying out their contractual responsibilities; and PROVIDED FURTHER, that the District shall retain discretionary authority to grant or deny permission for such transactions. When the District deems it necessary to deny permission for official Association business, the reason for such denial shall be given.

B. New Employee Orientation

The Association will be placed on the agenda for any District orientation program scheduled for newly hired, certificated employees. As provided by state law the Association will be provided thirty (30) minutes to meet with new employees at a mutually agreed time within 90 days of hire. No employee will be mandated to attend the Association presentation as provided in state law. The Association may include Association information and forms in new-hire District packets.

C. Representative Council and Executive Board

For Representative Council and Executive Board meetings scheduled to commence before or after ordinary working hours, the Association will arrange with the facility use coordinator for scheduling and complete a Facility Use Request one week prior to said meeting. Use of the building shall be at no cost to the Association, as long as the custodian is present in the building and normal clean up and room arrangement are provided for by the Association.

D. Principal and Building Representative Meetings

Individual school principals are authorized to meet with Association building representatives at the request of the principal or the building representative. The purpose of these meetings shall be to discuss the administration of this Agreement as it relates to that particular school; PROVIDED that neither the principal nor the Association building representatives have the authority to reach any decision which changes this Agreement. Such meetings may also be held at a time mutually agreeable between the building representative and the principal.

Section 3: Equipment Use

The Association shall be permitted to use, at reasonable times, school equipment when such equipment is not otherwise in use and as long as such use does not disrupt District activities. The Association shall supply all materials incidental to such use, and where such equipment is damaged or rendered inoperable thereby, shall repair or replace said equipment as required. The Association agrees to pay $.03 per copy when duplicating information and shall report the number of copies printed and receive billing from the District.
Section 4: Membership Communication

The Association shall have the exclusive right of education employee organizations to utilize space on staff bulletin boards, at least one of which shall be provided in each school in the District, and located in the faculty lounge or a place having reasonable access to employees and unavailable to students and the public generally. Such use shall be for notice of activities and matters of Association organization.

The Association shall have the right to use the employee mail boxes located in the individual buildings, PROVIDED a copy of items of general distribution shall be given to the building principal and Superintendent. The Association shall have the right to use the District’s email system and employee mailboxes.

The parties recognize that the use of employees' mailboxes and the District’s email system to distribute political endorsements is prohibited by law.

Section 5: Availability of Information

A. Financial Documents

When prepared and available for release, the Board or its agents upon request shall furnish to the Association, at no cost to the Association, the following financial documents:

1. Preliminary budget
2. Final budget
3. Monthly financial statements
4. Monthly cash and investment status
5. Annual report
6. Monthly enrollment summary
7. Weighting factor and computation; and
8. State generated revenue reports F203 and F1191

If forms for the above are changed, the District will furnish the equivalent information, where prepared in the ordinary course of business.

B. Association Bargaining Unit Information

The Board or its agents shall furnish to the Association, at no cost to the Association, the names and addresses of all employees represented by the Association. In the event of staff changes, at least quarterly the District shall furnish the names and addresses of staff alterations so as to account for additions, resignations, leaves of absence, and retirements. The parties hereby agree, in connection with collective bargaining, to provide pertinent and relevant information to the other party as may be necessary, from time to time, in order that collective bargaining may proceed. Such information will be provided at no cost to the party requesting the information.

Section 6: Employee Organization Membership and Representation Fees

A. Association Membership Dues

The Association shall have the right to have deducted from the salaries of its members and other employees in the bargaining unit, the dues required for membership in the Association. Members of the Association shall also be entitled to have WEA and NEA political action committee dues deducted. On or before August 25 or within one (1) week after the execution of this Agreement, or a successor Agreement, the Association shall procure and deliver to the district: (a) a verification of the dues for membership in the Association, or the equivalent thereof and a breakdown thereof, and (b) signed payroll authorization forms from each employee within the bargaining unit authorizing the payroll deduction. Such payroll authorization shall continue for the current school term and be automatically renewable annually during the term of this Agreement; PROVIDED that such authorization may be revoked by any employee at any time through the WEA. Employees who have joined the Association and paid by means other than payroll deduction, as verified by the Association, shall not be subject to payroll deduction for dues.
B. Notice of New Employees

The District will notify the Association of all new employees within two weeks after their official appointment by the Board of Directors.

C. Payroll Deductions

Deductions of membership, fair share, or representation fees will be made monthly by the District during the school term, in equal monthly installments, based on the prorated figures given the District by the Association. For employees commencing employment after the beginning of the school year or terminating during the school year, deductions shall be prorated to provide payment of such fees during the period of that year's employment. The District will remit such deductions to the employee organization or designated depository monthly. A list of all persons for whom the district is making deductions will be furnished to the Association at the beginning of each school term and any changes thereafter will be provided monthly, as required. These provisions shall be applied without cost to the employee or Association.

D. Hold Harmless

The Association hereby agrees to defend and hold the District harmless from any or all suits, actions, claims, demands, damages, fees, and costs, including attorney's fees, asserted or claimed against the District as a result of or arising from the District's enforcement, application, or carrying out of this provision, except that the Association shall not be responsible for any unauthorized deductions made at the District's fault. It is understood that the Association shall have the right to utilize an attorney of its choice in defending and holding the District harmless as provided above. The Association, nevertheless, agrees to reimburse any employee from whom such fees in excess of the amount authorized herein were deducted, as long as the Association received such excess amount. The Association agrees that the District assumes no responsibility in connection with such deductions except as to forwarding moneys as herein set forth.

Section 7: Released Time

The parties recognize that ordinarily proceedings in connection with collective bargaining and grievances shall not take place during normal employee working hours, without the mutual consent of both parties or their representatives.

Whenever Association representatives, who are designated beforehand and are directly involved in negotiations as spokesperson or regular negotiations team personnel or as participants as witnesses or grievants, are mutually scheduled with the Board's or Administration's representatives to participate in negotiations or grievance hearings during working hours, said persons shall suffer no loss of pay.

Section 8: Released Time for Association President

The District agrees to release an employee who is serving as Association President from his/her regular assignment either half-time or full-time for the year, or other employee up to full-time for the year.

Based on the Association President’s contract FTE (full-time equivalent) during the school year previous to the school year term of office, those contractual rights accorded employees with the same FTE will be accorded the Association President during the school year term of office.

The Association shall reimburse the District the percentage of FTE for release time times the total cost of the President’s salary and benefits. Unless otherwise mutually agreed by the Superintendent and Association President, reimbursement shall be paid monthly upon receipt of a billing by the District.

This provision is permissive and will be implemented at the Association’s request and upon the Superintendent’s receipt of written notice prior to June 1 of any term. Said notice shall specify the amount of release time to be used for the following year.

Upon completion of the school year, the released Association President shall be guaranteed his/her original position for the following school year, except for modifications/changes that occur as a result of provisions of this Agreement.
ARTICLE IV - EMPLOYEE RIGHTS

Section 1: Individual Rights

A. Citizenship Rights

Employees shall be entitled to full rights of citizenship. The Board recognizes that the employee has all the political rights and responsibilities incumbent upon American citizens and encourages the exercise of these rights and responsibilities. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under applicable laws and WAC provisions, subject to the provisions of this Agreement.

B. Employment Discrimination

There shall be no discipline or discrimination with respect to the employment of any employee because of such person's age, sex, marital status, race, creed, color, national origin, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless the particular handicap prevents the proper performance of the particular employee involved.

C. Domicile

Although domicile is not included hereunder, in the event the Board considers making such matter a qualification for employment and after notification to the Association, such matter, at the request of the Association, shall be the subject of collective bargaining, subject to all duties, rights, and limitations thereof.

D. Application of Agreement

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, sexual orientation, disability, or marital status except as otherwise required by the District's affirmative action program or in accordance with the law.

Section 2: Right to Join and Support Association

Employees shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining, through representatives of their own choosing, and for mutual aid and protection. Employees shall also have the right to refrain from any and all such activities covered in this provision, except to the extent that they may be required to pay a representation fee in accordance with this Agreement.

The District shall not discriminate against any employee in regard to hiring, tenure of employment, or any term or condition of employment as a result of membership in the Association or institution of any grievance, complaint, or proceeding under this Agreement.

Section 3: Employee Discipline and Just Cause

A. Notification of a Non-Disciplinary Concern

There may be occasion when an employee’s supervisor has a need to discuss a concern/allegation with an employee and the supervisor knows that no disciplinary action is warranted. The supervisor may discuss the concern or allegation with the employee. During the discussion the employee will be afforded time to provide additional information. The discussion may be summarized by the supervisor in a written Conference Summary consistent with the following guidelines:

1. A Conference Summary is not disciplinary, does not take the place of any of the disciplinary steps, shall make no findings of misconduct, shall impose no sanctions, and shall not be used as evidence of discipline in any future disciplinary action. A Conference Summary may include the date, time, and subject matter of the informal discussion that was held. A Conference Summary may be used to remind or clarify an existing rule, policy, or conduct expectation that is expected of all employees. In the
disciplinary process, the Conference Summary may be used only as evidence that an issue has been addressed with an employee if the same/similar issue is raised again.

2. The supervisor shall provide copies of a Conference Summary in a timely manner to the employee. A copy may be maintained by the employee’s supervisor in a working file. A copy shall not be placed in the employee’s personnel file. The employee shall have the right to have a response to the Conference Summary attached to the supervisor’s working file copy. If there have been no further issues related to the subject matter or clarified existing rule or conduct expectation described in said Summary, an employee may have a Conference Summary removed from the supervisor’s working file after two (2) years from the date of entry, provided this limitation shall not apply to a subject matter, rule, or conduct expectation that relates to student health and/or safety.

B. Notification of Disciplinary Investigation

There are other occasions when an administrator/designee has a need to discuss a concern/allegation with an employee and should the concern/allegation be true, the administrator/designee believes there is potential for disciplinary action to be taken.

Any concern/allegation made against an employee by any parent, student, or other person will be called to the attention of the employee if disciplinary action is a potential result. Any concern/allegation not called to the attention of the employee within twenty-five (25) calendar days from administrative knowledge of the concern/allegation may not be used as the basis for any disciplinary action against the employee. Nothing in this Section precludes the District from taking investigatory steps prior to notification to the employee of the allegation.

Notification to the employee will be done in one of the following ways:

1. Normal Notification

The administrator/designee will meet with the employee and inform the employee that a concern/allegation has been brought to his/her attention. The administrator/designee will inform the employee of the general nature of the concern/allegation unless to do so would jeopardize the integrity of an investigation.

2. Notification Including Administrative Leave

There may be some occasions it would be reasonable to conclude, based on a concern/allegation assumed to be true, that an employee’s continued presence in the workplace could pose a threat or danger to a student, another employee, self, or District property, and/or could interfere with the ability of the administrator/designee to conduct a thorough investigation into the concern/allegation against the employee, and/or could disrupt the educational or work environment. At the time the District decides to place an employee on administrative leave and before the employee is informed, the President of the Association shall be informed of the specific reason(s) that warrant such leave. In the event the President of the Association is not available, the Uniserv representative assigned to the District shall be informed.

To place an employee on administrative leave, the administrator/designee will meet with the employee and inform the employee that a concern/allegation has been brought to his/her attention and that the employee is to be placed on paid administrative leave. This leave is not disciplinary in nature and does not presume guilt. Any conditions attached to such administrative leave shall be in writing and shall be reviewed with the employee at this meeting. It will be the administrator/designee’s decision as to whether to inform the employee at the time of being placed on administrative leave of the general nature of the concern/allegation.

Given the difficult situation an employee faces when on administrative leave, the District will complete its investigation in an efficient and timely manner. The Association President shall be given regular updates as to the status of any investigation being conducted when an employee has been placed on administrative leave.
3. **When Employee is Initially Informed of Concern/Allegation per Paragraphs 1 or 2, Above**

If the administrator/designee informed the employee of the general nature of the concern/allegation, the administrator/designee will advise the employee that this meeting is not for investigative purposes and thus the employee will not be asked for a response to the concern/allegation. An investigative meeting will be arranged in a timely manner at a time convenient to all parties involved. Prior to the meeting, the concern/allegation will not be discussed with the employee.

4. **When Employee is Not Initially Informed of Concern/Allegation per Paragraphs 1 or 2, Above**

If the administrator/designee did not inform the employee of the general nature of the concern/allegation, another meeting will be scheduled within a reasonable period of time for that purpose. This additional meeting is not for investigative purposes and thus the employee will not be asked for a response to the concern/allegation. An investigative meeting will be arranged in a timely manner at a time convenient to all parties involved. Prior to the meeting, the concern/allegation will not be discussed with the employee.

C. **Investigative Meeting(s)**

At the initial investigative meeting, the administrator/designee will provide information as to the nature of the concern/allegation so that the employee may have the opportunity to provide additional information, answer questions, and provide his/her version of the events under discussion. No disciplinary action will be taken at this meeting as the purpose of the meeting is to gather information and provide the employee with the opportunity to tell his/her side of the concern/allegation under investigation.

If after the initial investigative meeting the administrator/designee believes additional investigation is warranted, the administrator/designee will set a tentative timeline for a subsequent meeting with the employee and his/her Association representative. If additional investigation is not needed, the administrator/designee will set a follow-up meeting to inform the employee of the results of the investigation and the disciplinary action, if any, to be taken.

If during the course of an investigation an additional concern or allegation is surfaced from sources other than the employee under investigation, the employee and the Association President shall, prior to the employee being interviewed regarding such additional concern or allegation, be given notice of the additional concern/allegation.

D. **Right to Respond to Complete Investigative Record**

The witness statements and other information forming the basis for possible disciplinary action will be made available to the employee before the conclusion of the investigation. The employee shall have the right, before any disciplinary action is taken, to receive and respond to the witness statements and other information that contributes to the potential decision of the District to take disciplinary action. This right may require another investigative meeting with the employee even if the employee had been interviewed earlier in the investigative process.

E. **Results of Investigation**

There may be three outcomes of an investigation:

1. The concern/allegation is proven to be false so no disciplinary action is taken;

2. The evidence is inconclusive regarding whether the concern/allegation is true or false and thus no disciplinary action is taken; or

3. Disciplinary action may be taken in accordance with paragraph G, below.

If the outcome of an investigation is either 1, or 2, above, a brief letter will be written to the employee indicating the result of the investigation was either that the allegations were shown to be false or that the evidence was inconclusive. In either event, the letter will also state that no disciplinary action will be taken. A copy of the letter
will be maintained in the employee’s personnel file but is subject to purging as identified in Article IV, Section 5 of this Agreement when requested by the employee.

F. Just Cause and Progressive Discipline

No employee shall be disciplined without just cause. Progressive discipline minimally includes verbal warning, written reprimand, suspension without pay, and discharge. The seriousness of an employee incident or action can be sufficient cause to forego one or more of these disciplinary steps. The District shall observe a policy of progressive discipline except where the circumstances warrant greater discipline. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

G. Association Representation

An employee shall be advised they are entitled to have an Association representative present at any meetings held for the purposes outlined in paragraphs B through E. The employee may proceed with the meeting without union representation, although the District and Association prefer that a union representative be present. The burden of ensuring Association representation will be the employee’s.

The Association President shall be notified of any requested meeting with an employee.

A bargaining unit member who is not under investigation but is interviewed during the course of an investigation shall be entitled to have an Association representative present. The Association agrees to provide representation in a timely manner so as not to delay meetings.

H. Appeal Process

In all disciplinary actions against employees, the employee so affected will have the option of appealing through the grievance procedure contained in this Agreement or through applicable appeal procedures provided in current or subsequent state statutes. The employee must provide written notification of the appeal procedure selected in accordance with the grievance timelines herein or within the timeline provided by the statutory procedure.

I. Miscellaneous

Any discipline administered as a result of District Policy #3510 (Drug Free Schools, Community and Workplace) will be consistent with this section.

Section 4: Academic Freedom

A. General Provisions

Education may be fostered and promoted in an atmosphere in which academic freedom for staff is encouraged and promoted, with due consideration to the rights of the students and community in connection therewith.

B. Specific provisions

Academic freedom in study, learning, and instructing for all employees is allowed subject to accepted standards of professional responsibility and reasonable administrative control exercised consistent with the provisions herein. These responsibilities include a commitment to democratic tradition; a concern for the rights, welfare, growth, and development of children; consideration for the concerns and desires of the community; and an insistence upon objective scholarship. Accordingly, the Board and Association agree as follows:

1. The presentation and discussion of controversial issues in the classroom should be on an informative basis. In handling controversial issues, employees shall endeavor to develop in students an ability to meet issues without prejudice and to withhold judgments while facts are being collected, assembled, weighed, and relationships seen before drawing inferences or conclusions.
2. Student achievement is impacted by: classroom management, teaching for and a belief in student learning, home and parent involvement and culturally competent teaching.

3. Employees shall have the authority to select the methods and materials used for the instruction of students consistent with any District guidelines regarding the curriculum and the selection of instructional materials. Employees shall notify their building principal whenever controversial matter is to be discussed in the classroom. When any guest speaker is invited into the classroom, employees shall give their building principal three (3) days’ notice; PROVIDED that mitigating circumstances may cause said notice to be less than three (3) days.

C. Electronic Surveillance

No electronic device shall be used to listen to or view a certificated employee or group of certificated employees in their designated classroom or work area without their permission unless it is court ordered or unless it is agreed to be done in writing by the Association President and Superintendent. If court ordered, the President will be notified and provided a copy of the court order prior to implementation.

The provisions of the paragraph above are not intended to prevent the District from utilizing security cameras in common areas such as parking lots and school hallways.

Section 5: Personnel Files

A. Right for Employee Inspection and Copying

Employees or former employees whose personnel files are still maintained shall, upon request and making an appointment with the appropriate personnel administrator, have the right to inspect, during usual District office hours, all contents of their complete personnel files kept within the District. Another person, at the employee's request, may be present at any file review, however, the employee will sign a consent form for that purpose. Upon request, one copy of any documents contained therein, exclusive of the employee's certificate, copies of annual contracts, transcripts of academic records, evaluation reports, and TB or health report, shall be afforded the employee at District expense; additional copies shall be at the employee's expense but at no more than six cents ($0.06) per page. Upon request by the employee, the Superintendent or his/her official designee shall sign an inventory sheet to verify contents of a personnel file at the time of inspection by said employee.

A separate file for processed grievances shall be kept apart from the employee's personnel file, which separate file shall also be open for inspection by the employee.

B. Contents

An employee's personnel file shall contain the following minimum items of information, together with such other items as are deemed appropriate by the Board and/or administration as long as consistent with the provisions of this Agreement, to wit:

1. The employee's certificate
2. Copies of annual contracts
3. Transcript of academic records
4. Evaluation reports

C. Copy of New Material

Before anything additional is placed in the employee's personnel file, a copy will be given to the employee.

D. Right to Respond

No correspondence or other material making any reference to an employee's, or former employee's competence, character, or manner, shall be kept or placed in a personnel file without allowing the employee to attach a short, concise statement of his/her own written position on such matter.
E. Removal of Derogatory Material

Except for material that relates to student health and/or safety, no derogatory material shall remain in an employee's file for more than two (2) years from the date of entry unless a continuation of the same type of problem is shown in the file within the two (2) year period.

F. Accessibility by Others

Material in the employee's personnel file will not be copied or made accessible to persons other than the employee or his/her agent, and District personnel with a need for access.

Section 6: Employee Protection & Safety

A. Hold Harmless

The District shall protect and hold harmless any employee from any action, claim or proceeding instituted against them while within the scope of employment and arising out of the performance of duties for, or employment with, the District and hold them harmless from any expenses connected with the defense, settlement or monetary judgment from such actions, provided that the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful negligence, violation of law or criminal act as determined by a court of law.

B. Compliance with Law

The District and employees shall comply with state and federal laws pertaining to employee safety and health. Employees shall be expected to exercise reasonable care with respect to the safety and health of pupils and the safety of property.

C. Safe Work Environment

It is the District’s policy to provide a safe and healthy environment for students and employees. The District and the Association will commit to ensure the safety of students and staff and will partner with social agencies and other organizations to help preserve the health and safety of our schools.

1. Threatening/Inappropriate Behavior Directed towards Employees

The District is committed to employee safety. This commitment is underscored in District policies #4301, Civility, #3143, Notification and Dissemination of Information About Student Offenses and Notification of Threats of Violence or Harm, and #3225, School Based Threat Assessments. Employees who perceive that their safety is threatened, in any manner, are encouraged to immediately contact their direct supervisor and/or a District administrator.

The District will support an employee faced with abusive, intimidating, threatening, or harassing behavior, whether in a verbal, written, or electronic form, from any student, parent, guardian, or other person in the following ways, where appropriate:

- If such behavior is disruptive to the environment of the classroom or work area, the employee may ask the individual to leave. If that person refuses, the employee has the right to contact an administrator, security or School Resource Officer (SRO) and ask to have the individual removed.
- When an employee is faced with communication of an abusive, intimidating, threatening or harassing nature, the employee is not obliged to respond directly to this communication.
- The employee shall inform the building administrator who will assist in resolving or responding to the issue.
- Appropriate forms shall be made available for employees to file complaints with the District.
2. Verbal and Physical Assault

The District will take necessary and reasonable steps to protect and support employees who are the subjects of verbal and/or physical assault. The following assistance shall occur when an employee has been assaulted, where appropriate:

- Any case of verbal and/or physical assault upon an employee or by an employee shall be promptly reported to the building administrator.
- The District shall provide necessary support to fill out required paperwork and/or online incident report forms.
- The District will provide information to assist the employee in accessing the Employee Assistance Program.

The District shall provide assistance to employees who are the victims of stalking, harassment, bullying, assault, or physical harm by students, parents, or community members when the employee is targeted because of their status as an employee of the school district.

Any employee who is the victim of any of the acts above shall have the right to:

1. Meet with their supervisor as soon as reasonably possible.
2. Meet with the Executive Director of Human Resources and/or the Chief Student Services Officer, if appropriate, as soon as reasonably possible.
3. Be provided access to the Employee Assistance Program.
4. Receive additional training if requested by the employee.
5. Be provided other available assistance as needed at the time of the incident, this can include but is not limited to leave with pay on the day of the incident which will not be charged to any accumulated leave.

D. Personal Property Loss or Damage

The District shall provide protection under the provisions of its insurance policy for loss or damage to personal property of school employees while such employees are engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof, when that is deemed necessary by the employee.

E. Vehicle Damage

The Monroe School District shall reimburse or repair the damage to an employee’s personal vehicle should such damage occur during the normal teacher workday; and PROVIDED such loss occurred on school property in an area assigned for teacher parking. Any loss to the vehicle will be paid PROVIDED the loss is not the result of the employee's failure to take reasonable preventive measures. The District shall pay for loss under this section on a one (1) time basis per employee, each academic year, up to a maximum of one hundred ($100.00) dollars or twenty-five percent (25%) of the valued loss, which cannot exceed a total District payment of $100.00. Claims submitted for reimbursement under this section must be completed on proper District forms and shall include valid and documented evidence to support the employee’s position.

F. Safe and Civil Educational Environment

The District is committed to a safe and civil educational environment for all students, employees, volunteers and patrons, free from harassment, intimidation or bullying. This commitment is underscored in District policies #3205, Sexual Harassment of Students Prohibited, #3207, Prohibition of Harassment, Intimidation and Bullying, #3210, Non Discrimination, #3211, Gender Inclusive Schools, #4301, Civility, #5010, Non Discrimination and Affirmative Action, #5011, Sexual Harassment of District Staff Prohibited and #5290, Civility in the Workplace.
G. Personal Injury
Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, said employee shall be entitled to use accumulated sick leave. In the event the employee acquires Industrial Insurance benefits in the form of time-loss payments, the employee shall have the option of having sick leave benefits provided on a pro rata basis so that the combination of time-loss payments and sick leave benefits will equal the employee's regular salary (under no combination of the above shall an employee be paid greater than their current salary amount), or said employee may choose to utilize full accumulated sick leave before accepting time-loss payments. Under the first option, deductions from accumulated sick leave will be made on the same pro rata basis.

Upon exhaustion of sick leave, said employee shall be entitled to leave without pay (except for any Industrial Insurance Award) for the balance of the school year and then shall be entitled upon verification of a physician of the employee's physical ability to perform to return to service by the immediate beginning of the following school year.

H. School Closure Due to Unforeseen Extraordinary Circumstances
In the event that a school(s) building is closed, shut down, or uninhabitable due to a natural disaster, epidemic, facilities issue (ex. plumbing, water, environmental, etc.), school violence event, or other extreme events for more than four (4) days, the District will meet to negotiate the working impacts with the Association.

Section 7: Student Discipline
Student behavior is a form of communication that conveys unmet need, and that many unseen factors influence the perception and occurrence of misbehavior in our classrooms, including gender, culture, socioeconomic status, and exposure to household dysfunction and trauma, as well as undiagnosed health disorders.

Taking steps to understand misbehavior allows us to prioritize relationship, respond with empathy and equity, and prevent the behavior from happening in the future.

Monroe School District shall “administer discipline in ways that respond to the needs and strengths of students, support students in meeting behavioral expectations, and keep students in the classroom to the maximum extent possible.” Washington Administrative Code 392-400-010 (5)

A. District and Building Administrator Support
The Board and Superintendent shall support teachers in their efforts to maintain discipline and a safe learning environment in accordance with state law, district discipline policy, and building rules.

B. District Student Discipline Plan and Supports
The parties agree that student discipline is a mutual responsibility of the staff and administration and that such discipline must take into consideration student learning differences, diversity of background, and the physical, emotional, and psychological needs of the student. In exercising student discipline, the parties will address social emotional learning (SEL); cultural responsiveness and equity in student discipline; school climate; using exclusionary discipline as a last resort; and best practices such as restorative justice, behavior monitoring, trauma-informed approaches, and family engagement. To assist employees in their exercise of such disciplinary efforts, the District shall:

1. Ensure that staff administer discipline in ways that respond to the needs and strengths of students, support students in meeting behavioral expectations, and keep students in the classroom to the maximum extent possible. WAC 392-400-010(5).

2. Prior to each school year, require that each building principal and the teaching staff shall meet to collaboratively review, revise, and/or develop building discipline expectations and enforcement of those expectations, including application to special education students. Building discipline expectations shall include an immediate response plan for emergencies that may occur in the building or on the playground, as well as a written procedure for
student discipline referrals when the principal is not available. Building principals shall provide a copy of the discipline plan developed by the building to each employee by September 30th.

3. Ensure an administrator or a designee shall be available during school hours to provide immediate assistance and support to employees in connection with student discipline problems.

4. Provide per diem compensation to employees when it is necessary to clean work areas, outside the contracted workday, that are damaged by students in crisis and reimburse employees for the personal items damaged or destroyed. Educators shall submit a written record of items damaged or destroyed to the District for reimbursement.

5. Use of restraint, isolation, and other forms of reasonable force may be used on any student when reasonably necessary to control spontaneous behavior that poses an imminent likelihood of serious harm. Serious harm includes physical harm to self, another, or district property. Staff will closely monitor such actions to prevent harm to the student and will use the minimum amount of restraint and isolation appropriate to protect the safety of students and staff. The restraint, isolation, and other forms of reasonable force will be discontinued when the likelihood of serious harm has dissipated.

Serious harm: A substantial risk that physical harm will be inflicted by a student:
• upon his or her own person, as evidenced by threats or attempts to commit suicide or inflict physical harm on oneself;
• upon another, as evidenced by behavior that has caused such harm or that places another person or persons in reasonable fear of sustaining such harm;
• upon the property of others, as evidenced by behavior that has caused substantial loss or damage to the property of others; or
• after the student has threatened the physical safety of another and has a history of one or more violent acts.

Restraint, isolation, or other forms of reasonable physical force must be administered in such a way so as to prevent or minimize physical harm to the student. If, at any time during the use of restraint, isolation, or other forms of reasonable physical force, the student demonstrates significant physical distress, the technique must be reduced immediately and, if necessary, school staff must take immediate steps to seek medical assistance.

An adult must continually monitor any student when restraint, isolation, or other forms of reasonable physical force is used. The monitoring must be conducted by continuous visual monitoring of the student. Monitoring must include regularly evaluating the student for signs of physical distress.

Any school employee, school resource officer or school security officer who uses restraint, isolation, or other forms of reasonable physical force, on any student during school-sponsored instruction or activities, will inform the principal or a designee as soon as possible and within two (2) business days submit a written report of the incident to the district office.

6. Recognize the right of employees to expect acceptable behavior from all students and specifically to recognize the right of a teacher to take disciplinary action to correct a student who disrupts normal classroom activities. Before administering a classroom exclusion, short-term suspension, or in-school suspension, the district must first attempt one or more other forms of discipline to support the student in meeting behavioral expectations. WAC 392-400-435(1). Before deciding whether any suspension or expulsion is warranted, or the length of a suspension or expulsion, the district must consider the student’s individual circumstances and the nature and circumstances of the behavioral violation. WAC 392-400-430(2).

7. In the Case of Student Suspension or Expulsion:
   a. Upon request, employees shall be provided with a detailed procedure and timeline describing the District suspension/expulsion student appeal process, including any required action on the part of school administration as part of this process.
   b. For students under long term suspension or expulsion, a re-engagement meeting with the student and family, and the principal (or designee), shall occur prior to the student’s return to school for the purpose
8. While a student is suspended or expelled, presume the classroom teacher will provide the student with the grade-level curriculum and/or assigned homework.

9. Recognize an employee’s right to be notified by the Principal:
   a. Whenever said Principal has been notified from a statutorily authorized source, including the county sheriff’s office, the courts, the department of social and health services, and/or the department of corrections, that a student has been convicted in adult criminal court or adjudicated or entered into a diversion agreement with the juvenile court on any of the following offenses as defined by law:
      ● A violent offense;
      ● A sex offense;
      ● Inhaling toxic fumes;
      ● A controlled substance violation;
      ● A liquor violation;
      ● Assault—physical harm;
      ● Kidnapping, unlawful imprisonment, and custodial interference;
      ● Harassment; and
      ● Arson, reckless burning, and malicious mischief.

   b. Whenever said Principal learns that a new student at the school or a student already enrolled at the school has a history of violent behavior and/or a history of serious disciplinary matters that have resulted in long term suspensions or expulsions the educator(s) of record will be notified.

   c. The notification(s) referenced in paragraph a and/or b above shall be made within a reasonable period of time, and if time permits, prior to the student’s entry into the teacher’s classroom. The classroom teacher shall be provided access to the student’s records relevant thereto, unless otherwise restricted by law.

10. Recognize and support an employee’s right to remove a student from a class and direct such student to a designated site consistent with building discipline procedures, when the employee deems such action necessary to maintain order or discipline, provided that, except in emergency circumstances, the teacher shall have first attempted one or more alternative forms of corrective action. (RCW 28A600.020).
   a. Such temporary removal may be for all or any balance of the school day, or up to the following two (2) days.
   b. In no event, without the consent of the teacher, may an excluded student return to the class or activity period until the Principal or their designee and the teacher have conferred.
   c. In such instances of temporary removal, the employee has the right to be consulted with regard to the facts of the situation and any actions to be taken with the student, including recommended suspension or expulsion.
   d. It shall be the responsibility of the principal or designee to contact the student’s parent(s) or guardian in cases of suspension.
   e. If student misconduct affects other students, such as when a room needs to be evacuated, or when students witness a verbal or physical harm or assault, the Principal will confer with the teacher to determine the best method and form of communication to parents of the affected students.

11. Take no final action on an employee referred student discipline case without consultation with the employee involved.

12. Notify the employee immediately in any instance in which a student or parent instigates any grievance procedure relative to any student disciplinary matter in which the employee may be involved and keep all involved employees apprised of the status and disposition of all student disciplinary appeals, including appeals of suspension or expulsion.

13. Recognize the right of any employee involved in any formal student disciplinary hearing or appeal to have their own representation.
14. Notify educators of record when a student is suspended and for what reason. If the District believes the student may retaliate due to any form of discipline with violent behavior, educators of record at the building will be notified.

15. The educator will meet with their building administrator and district level administration in response to a student committing an offense under Chapters 9A.36, 9A.40, 9A.46, 9A.48 RCW to discuss and determine appropriate classroom assignment/placement when the activity is directed toward the teacher. The educator will be granted union representation during this process.

C. Emergency Situations:

In emergency situations including but not limited to the exercise of authority by a teacher to control and maintain order and discipline, the teacher shall use reasonable and professional judgment concerning matters not provided for by specific Board or building policies and not inconsistent with Federal and State laws and regulations.

D. Exceptional Behavior Needs:

The following provisions are intended to support the success of general education students with exceptional behavioral needs:

1. Teachers assigned students with 504 plans shall have an opportunity to participate in the development of behavioral support plans of students assigned to them.
2. The teacher and building administrator may meet and agree to a plan which provides for the safety and well-being of staff and other students.
3. The teacher and an appropriate administrator shall meet to discuss the need for any additional resources to support students with exceptional behavior.
4. The teacher has the right to refer the student to the guidance team or make a special education referral.

E. Student Discipline Meetings, Due Process Hearings and Re-Entry Meetings

When an employee is required to attend (or submit information to) student discipline committees, due process hearings, or re-entry meetings that occur outside the workday or during an employee’s planning period, the employee shall be compensated at their per diem rate. If a teacher should be required to attend a due process meeting for purposes of being questioned by administration, the teacher shall have the right to union representation.

Section 8: Individual Contract

The District shall provide each employee with a written contract defining all regular assignments and, if applicable, all co-curricular duties and assignments, which latter duties and assignments shall be in the supplemental contract, all in accordance with state law and lawful reopener provisions.

Two (2) copies of the contract shall be given to the employee each year for signature. The original is forwarded to the District office and shall be placed in the employee's personnel file. The copy is retained by that employee at the time it is signed.

Individual contracts shall include the following statement:

"This contract shall be subject to the terms and conditions of the Collective Bargaining Agreement between the District and the Monroe Education Association. Should any of the terms of this individual employee contract be inconsistent with the terms of the Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall prevail."

Section 9: Supplemental Contract

There shall be a supplemental contract for extended time, District-specified co-curricular and supplemental assignments. Appointments to co-curricular, special and supplemental assignments are for one (1) year and shall be in accordance with
The District shall notify employees, in writing, of appointments for the next year as early as possible and, if possible, no later than thirty (30) days before the assignment is to begin. If an employee is not to be issued a supplemental contract for the next year in an area where he/she holds a contract for the current year, he/she will be notified by the District at least by the last teaching day of the current contract. Normally, each employee shall receive a supplemental contract detailing salary, position, and days, prior to the first day the assignment commences.

All co-curricular and supplemental assignments will be filled by members of the bargaining unit represented by the Association.

Section 10: Assignment, Vacancies, and Transfer

This section shall apply to the regular duties of employees covered by this Agreement. To assure that pupils are taught by employees working within their areas of competence, the administration will make every effort to assign employees to subjects, grades, and/or classes in their major or minor fields of study or qualifications in specialty areas. Seniority for the purposes of this Section shall be defined in the same way as defined in Article X herein. Transfer for purpose of this section means assignment outside of an employee’s current building or work site. Assignment means a change of duties within the employee’s current building or worksite. A move is a change of classroom.

A. Assignments within Current School

1. Preference for Next School Year

Within their current school location, employees shall have the right prior to April 1 of the current school year to indicate their preference for a specific teaching program, specialist program, subject(s), or grade level for the subsequent year for which they hold certification.

2. Notification of Assignment

The administration, prior to June 1 of the current school year, shall notify employees, in writing, of any changes in their current programs that are to occur for the next school year, including any changes in grade assignments at elementary level, course assignments at the secondary level, and other special assignments. When a change of assignment occurs after June 1, the administration shall immediately notify the affected employee as soon as the change is known; the reason for the change shall also be provided.

3. Voluntary Reassignment Request

Employees may request a reassignment to their building principal in writing by email. Requests for reassignment should be completed no later than May 15 (or whenever positions become available) in order to provide ample time for consideration of the request.

4. Effort to Meet Needs Voluntarily

When it is evident that program needs cannot be met except by reassigning current staff within that school, the building administrator or appropriate supervisor shall give written notice to the staff, explain the cause or causes, and schedule a meeting to discuss the situation with the staff so that there are opportunities to meet the reassignment needs voluntarily and cooperatively.

B. Voluntary Transfer

Voluntary Transfer Request

Employees may request a voluntary transfer to a vacant position outside their current school location.

Employees who desire a transfer will apply through the online application system.

1. Preference over New Hires
Employment of any individual outside the District for a specific position shall not be made until all those employees who have applied through the online application system for transfer have been determined not to meet the qualifications for the position as defined in paragraph 2 b, below.

2. Procedures

To assure that employees are given every consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:

a. Notices of Vacancies and New Positions

All vacancies and new positions shall be publicized to the staff through a written notice which shall be posted on the District’s online application system and emailed to the association president as far in advance of the date of the opening of any vacancy or new position as possible. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and procedures for applying. All posted vacancies will be open for a minimum of five (5) days. After August 15, posted vacancies will be open for a minimum of three (3) days.

b. Qualifications

All vacancies or new positions shall be filled on the basis of qualifications for the position. A current employee who applies for a vacancy or new position will be deemed to be qualified for a position if that employee meets all of the following criteria:

(1) They have appropriate certification for the position;
(2) They have satisfactory evaluations for the two (2) years directly preceding the request for transfer;

Selection

If there is only one qualified current employee applicant for a position, that person will be-offered the position and provided two (2) business days to accept or decline. If the offer is accepted, that person will be transferred to the position.

If there is more than one qualified current employee applicant, the position shall be given to the person who meets the following criteria in priority order:

(1) The greatest seniority as defined by Article X herein.
(2) The greatest seniority as a certificated employee in the District.
(3) The most advanced degree.
(4) The person chosen by lot.

d. If Request Denied

In cases where the employee’s pending request for transfer or reassignment is refused, the employee shall, upon request, be given written reasons for such refusal.

e. District Right to Set Aside

The District may set aside the application of paragraphs “b” and/or “c”, above on no more than two (2) occasions per school year, provided these paragraphs are followed for all other vacancies and new positions. The District will notify the Association, in writing, when said paragraphs are to be set aside.
C. Involuntary Transfer

1. **Seniority**

   In the event of involuntary transfer the least senior employee shall be transferred, unless the District shows there is reasonable cause and it is in the best interests of students, employees, and the District to transfer a more senior employee. If requested by the affected employee, the District will provide a written explanation of the reasons for the transfer.

2. **Notification**

   An employee who is to be involuntarily transferred shall be given at least five (5) days written notice, said notice specifying the reasons for the transfer, except in the case of an emergency and where no qualified substitute is available.

3. **First Right of Refusal**

   An employee who is involuntarily transferred shall be given the first right of refusal to any open or unfilled position they are qualified to teach within the district before any positions are posted or before any other employee is placed in a position.

4. **Consideration of Return**

   Employees who are transferred will be given priority consideration on returning the following year to the position from which they have been transferred, provided that when first transferred for the following school year and an opening for which the employee is qualified occurs at his/her current school before the start of the next school year or within 5 days after the start of the next school year, then the transfer, at the employee’s option, shall be negated and the employee shall remain at their current school or have the option of returning to their previous school.

5. **Limit on Consecutive Transfers**

   The administration will make a reasonable effort to avoid involuntarily transferring an employee during two consecutive years. No employee will be involuntarily transferred between buildings two years in a row.

6. **Transfer of Senior Employee**

   When considering involuntary transfer of a senior employee based on program needs, the District shall first use any available state codes or certification rules which may allow it to transfer a less senior employee.

D. Moving or Change of Assignment Support

   Employees shall have the option of three (3) days release or three (3) days pay at the per diem rate for any involuntary transfer or move (the move shall be accomplished with District assistance, if requested).

   Employees who are reassigned after August 15 or during the school year to a different grade level, course, or content area the employee has not previously taught shall receive at the employee’s option three (3) days release time or three (3) days of pay at the per diem rate.

Section 11: Release from Contract

A. **Release for Following School Year**

   An employee under a signed contract for the current or following school year shall be released from the obligations of the contract upon request under the following conditions:
1. A letter of resignation must be submitted to the Superintendent's office, and:

2. A release from contract for the following school year shall be granted PROVIDED a letter of resignation is submitted prior to July 15, or

3. When a request for a release from contract for the following school year is submitted after July 15, the release shall be granted if a qualified replacement can be obtained, or the Board approves such release because of emergency circumstances.

B. Release for Current School Year

A release from contract for the current school year shall be granted PROVIDED a qualified replacement can be obtained and is not detrimental to the educational program or if the Board approves such release.

C. Release for Special Circumstances

A release from contract shall be granted upon the employee's request in case of illness or other personal matters which make it impossible for the employee to continue in the District. The employee seeking release may be required to provide doctor verification of illness or details of request for release for personal matters.

Section 12: Job Sharing

A. Definition and Voluntary Nature

Job sharing shall be defined as two (2) bargaining unit members sharing one (1) position. Participation in a job share shall be voluntary for the affected employees and subject to District approval.

B. Relinquishment of Continuing Contract Rights

Employees who job share relinquish continuing contract rights to full-time positions.

C. Job Sharing Request

Job sharing shall be available only to bargaining unit members who have continuing contracts with the District and who have indicated in writing to the Human Resources Office a desire to job share. If requested by affected employees, the immediate supervisor will provide written reasons if a job share proposal is denied. The parties agree that such reasons are not subject to the grievance procedure.

D. Division of Responsibilities

Job responsibilities for participants shall be divided according to a plan designed by the job share participants and is subject to approval and modification by the immediate supervisor.

E. Replacement during School Year

In the event a replacement is required during the school year for a job share partner, the District will ask the job share partner if he/she would like to fill the whole position. If the remaining partner would like to continue to job share, but no qualified replacement partner can be found, the position will become whole and will be filled by the remaining partner.

F. Compensation and Benefits

Job share partners shall be treated in the same manner as other part-time bargaining unit members with relation to compensation and benefits.
G. Seniority

Seniority for the purpose of transfer shall be determined by the seniority of the senior job share partner. Seniority shall be defined as it is in Article X herein.
ARTICLE V - MANAGEMENT RIGHTS

The District and the Association jointly recognize that the Board retains the exclusive right to formulate and implement policies and rules governing the educational programs and services of the District. The Board retains the exclusive right to manage the District and to direct its employees, including the customary and usual rights, powers, functions, and authority of management vested in school districts. The Board retains the right to delegate such management rights to management personnel as appropriate. No other delegation of such responsibility is intended or is to be implied by any provision of this Agreement. This Article shall be subject to the express terms and conditions of this Agreement.
ARTICLE VI - LEAVES

Section 1: General Provisions

A. Granting of Whole or Partial Days

Leaves will be granted in increments of half or whole days at the request of the employee; PROVIDED, HOWEVER, that granting of half day leaves shall be conditioned upon the availability of a substitute. However, given the difficulty of obtaining substitute teachers, certificated staff may use their personal, annual or other contractual leaves in one-hour increments of time not to exceed two hours. The intent is to then cover the one-hour (or two hours) of time internally with existing staff, reducing the need to hire a substitute teacher. In situations where no substitute is required, e.g. counselor, the leave (full or half day) may be taken in hourly increments.

Leaves of three hours, however, shall be charged as one-half day of leave regardless of how the absence is covered/not covered. Leaves of more than three hours shall be charged as one day of leave.

B. Leave Days Relationship to FTE

Where a limited number of leave days are allocated to an individual employee or a group of employees, leave time taken shall be charged against time reserve or accumulation for that individual or group at the same rate which is equal to the FTE teaching assignment of the individual or group using the leave.

C. Superintendent Discretion

The Superintendent may extend any leave or group of leaves at his/her discretion to meet extenuating circumstances.

D. Leaves with or without Pay

Leave granted with pay shall be at the same compensation the employee would have received had leave not been taken. Leave granted without pay shall result in salary deduction for each day of absence at the daily rate for the employee, calculated by dividing total salary by total contracted days in the base contract for the individual employee. In cases of absence without leave, a salary deduction shall be made as provided above, and such absence may also be cause for disciplinary action.

E. Return to District

Employees who return to the District from a granted leave of absence shall retain prior service credits.

F. Duration of Leaves

Leaves granted for less than a school year shall be for a specific time agreed upon. If a leave is granted for a school year, written notice of the employee's desire to return to service must be given by April 1 of the year of the absence.

G. Transferability

Annual leave granted pursuant to RCW 28A.400.300 shall be transferable within the state of Washington. Such leave accumulated in the Monroe School District will be reinstated to an employee upon re-employment in the Monroe School District following a break in service.

H. Limitation on Leave Usage

On any contracted day, not more than 2% of employees subject to this Agreement shall be eligible for leave pursuant to Section 5 and Section 6 of this Article.
Section 2: Sick Leave

A. Accrual of Sick Leave

All full-time employees under paid contract status for a full school year, inclusive of those employees with accumulation of at least one hundred eighty (180) days, shall be granted twelve (12) days of sick leave per year. For full year, part-time employees, the days granted shall be of a length in proportion to the part of full-time worked.

Leave not taken shall accumulate from year to year. A maximum of one hundred eighty (180) days may be accrued and cashed out at retirement.

B. District Accounting of Sick Leave

Leave balances will be available in Skyward Employee Access on an ongoing basis. Leave balances will provide each employee with an accounting of their accumulated sick leave days, which accounting will indicate the total number of leave days, including the current year’s annual allotment available to the employee at the beginning of said employee’s contract year.

C. Uses of Sick Leave

Leaves granted under this section shall be with pay and shall be available for:

1. Disability

   Illness or injury of the employee which disable him or her from performing his or her assignment, including disabilities caused or contributed to by pregnancy, miscarriage, abortion, or childbirth and recovery therefrom; PROVIDED, any employee absent under this provision for more than five (5) consecutive workdays may be required to provide a physician's certificate, and failure to provide such a certificate when required shall result in the absence being considered as without leave so long as there is no conflict with RCW 28A.400.300 and WAC 392-136.

2. Care of a Child

   Care of a child of the employee with a health condition that requires treatment or supervision. “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of mental or physical disability. The employee may be required to submit a physician’s certification of such health condition at the discretion of the Superintendent.

3. Care of Certain Relatives and Permanent Household Member

   For purposes of this section, "family member" means any of the following:
   a. A child including a biological, adopted, or foster child, stepchild, or child to whom the employee stands in loco parentis, is a legal guardian, is a de facto parent, regardless of age or dependency status;
   b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
   c. A spouse;
   d. A registered domestic partner;
   e. A grandparent;
   f. A grandchild; or
   g. A sibling.

   The employee may be required to submit a physician's certification of such illness or emergency condition at the discretion of the Superintendent.
4. **Emergencies**

Other emergencies of an urgent, unforeseen nature which require that the employee be absent during the regular working day; PROVIDED, all leaves under this paragraph shall be granted upon the request made by the employee to the building principal, or Executive Director of Human Resources, as to the length of the leave granted.

D. **Attendance Incentive Program**

The Board agrees to implement the state approved Attendance Incentive Program which provides for the annual buy-back of accumulated annual leave and for cash out of annual leave upon death, retirement, or in some cases separation from employment. Should the provisions of this law be altered by the Legislature, both parties agree to reopen for purposes of negotiating solely on this issue. Key provisions of the current law, WAC 392-136 are included as Appendix I.

**Section 3: Industrial Injury Leave**

A. **Basic Provisions**

An employee who is absent due to injury resulting from an accident sustained while performing in an official capacity as an employee of the District shall be placed on leave while the employee is receiving temporary disability benefits under the Industrial Insurance Law. Accumulated annual leave shall be applied as a supplement to Industrial Insurance payments to maintain the employee at his or her full level of compensation. The employee shall have the option of using annual leave before applying for time loss benefits.

B. **When Annual Leave Exhausted**

If an employee covered by Paragraph A above, remains disabled following exhaustion of his or her accumulated annual leave, the District may continue supplemental compensation to such employee for up to sixty (60) additional workdays while the employee continues to receive temporary disability payments under the Industrial Insurance Law: PROVIDED, that the benefit granted under this paragraph shall not be available where the accident or injury was due to the contributory negligence of the employee.

**Section 4: Parental Leaves**

A. **Relationship to Annual Leave**

For purposes of computation of the twelve-month period allotted for parental leave pursuant to this section (Article VI, Section 4), any consecutive prenatal period and/or disability period covered by annual leave shall be included in the twelve-month period allotted for parental leave.

B. **Childcare Leave**

1. **Basic Provisions**

Childcare leave immediately following the pregnancy and childbirth of the employee or the adoption of a child shall be granted for a length of time requested by the employee, not to exceed twelve (12) months. Any employee who desires a leave of absence for the purpose of child care shall be granted a leave of absence without pay for a length of time as requested by the employee, not to exceed twelve (12) months. Except in case of emergency, the employee shall inform the Superintendent or designee at least thirty (30) calendar days in advance of his or her intention to take childcare leave, and shall indicate the approximate date on which he or she expects to return to work.

2. **Beginning and Ending Dates**
The beginning and ending dates of a childcare leave granted under the terms of this section shall be determined by the District Human Resources Office, after consultation with the employee and the building administrator. Generally, leaves should begin at the start of the school year or at a grading period appropriate to the employee's building assignment. Leaves will generally end at a grading period appropriate to the employee's building assignment.

C. **Paid Leave at Birth, Guardianship, Foster Care, or Adoption Proceedings**

Up to three (3) days of paid leave per year may be taken for the birth of an employee’s child, or attendance by either or both adoptive parents at court and legal proceedings, including guardianship, foster care, home study and evaluation of home visitations required by an adoption agency in connection with the adoption of a child by the employee. This leave is in addition to any other leaves provided by this Agreement which could also apply to these purposes.

D. **Family Leave Laws**

The District will abide by all state and federal laws related to family leave.

**Section 5: Sabbatical Leave**

A. **Eligibility**

All employees in the Monroe School District who have rendered service to the District for at least seven (7) consecutive years immediately preceding the leave.

A sabbatical leave is not a right which an employee is entitled to after seven (7) years of service, but a privilege which may be granted to employees who present evidence to indicate that this leave will make them better able to serve the District.

B. **Length of Leave**

A sabbatical leave shall not be granted for more than one (1) year.

C. **Basis for Granting a Leave of Absence: (in order of consideration)**

In order of consideration, the following shall be possible uses for a sabbatical leave.

1. Study and/or research
2. Education and work experience; and
3. Educational travel

D. **Pay**

Pay will be one-half (1/2) the regular contracted salary based upon that current year's adopted salary schedule.

E. **Method of Obtaining a Leave of Absence:**

1. An application is to be filed with the Superintendent specifying the professional study program planned.
2. Applications will be referred to an employee/administrative committee appointed by the Superintendent which will consist of one employee and one principal from each level.
3. This committee will set up additional necessary rules and procedures.
4. Recommendations by the committee shall be made to the Superintendent who shall have the authority to accept or reject the recommendation of the committee.
5. Only sabbatical leave requests approved by the Superintendent shall be presented to the Board of Directors who shall have final authority to approve or deny the request.

F. **The Recipient Agrees:**
   1. To submit a brief summary of his/her work to the Superintendent when he/she returns to his/her position.
   2. To not be gainfully employed during the period of leave without the written consent of the Board of Directors.
   3. To agree, in writing, to return to District No. 103 for not less than one year immediately following the leave, or return the entire school district stipend, except in case of death or total employment disability.

G. **The Board of Directors Agree:**
   1. To grant to any employee on leave such automatic increase in salary rating as would have been received had he or she remained in active service.
   2. That the employee who has been on leave be reinstated in a position that is comparable to that held when the leave was granted. This presupposes, however, that conditions have not arisen which would have changed such employee's location and type of work had he or she remained in active service.

**Section 6: Leave of Absence**

The Board of Directors, at its discretion, may authorize a leave of absence, without pay or benefits, for employees for up to twelve (12) months. Consideration will be given for the purpose of study, unique travel opportunities, or activities related to public service. Employees who are granted such a leave of absence shall not accept other employment without prior approval of the Board, and failure to observe this condition could result in a termination of such leave. Notice of the employee's desire to return to service must be given by April 1 of the year of the absence, or by prior agreement, the specific date for return of the employee may be designated.

**Section 7: Discretionary Leaves**

In this section are various other leaves that are to be granted upon the discretion of the District.

A. **Release Time**

The Monroe School District will make every effort to provide release time for employees for curriculum improvement. The request for this release time will be submitted by the staff member to the Superintendent through the principal or administrative assistant.

If approved by the Superintendent, the Monroe School District shall provide substitutes for these occasions.

B. **School Visitation Leave**

Leave of absence for employees may be granted by the Superintendent for the purpose of visiting other schools or attending to school business without loss of pay.

C. **Sabbatical Leave - See Section 5.**

**Section 8: Legal Responsibility Leaves**

The following circumstances detailed below will be approved leave pending receipt of applicable documentation of associated leave.
A. **Jury Duty Leave**

    The Board and administration of the Monroe School District do not discourage employees from participating in jury duty. If an employee is called for jury duty, the employee will advise the District and request leave for such purpose. Pay received by the employee from the court is for reimbursement for expenses and will not be deducted by the District from the employee’s salary.

B. **Subpoena Leave**

    Leaves of absence with pay will be granted when an employee is subpoenaed as a witness to appear in a court of law. The employee will report to the court clerk and any witness fees received shall be turned over to the district. The loss of pay between the per diem pay as a witness and the regular pay as an employee will be paid by the District. No such leave shall be granted with pay if the employee instigates and has a direct interest in the outcome of litigation against the District.

C. **Military Leave**

    Military leave shall be governed by Board Policy #5407 Military Leave and by state/federal regulations.

**Section 9: Association Leave**

A. **Association President**

    The President of the Monroe Education Association shall be offered a maximum of twenty (20) days of release time with pay, provided that the Association reimburses the District for the cost of a substitute.

B. **Additional Association Leave**

    A total of fifty (50) days leave, with pay, shall be granted to employees other than the President designated in writing by the Association to participate in Association meetings or business, as long as such procedure is in accordance with all current Washington statutes. The Association shall reimburse the District for the cost of any substitutes utilized. If such a leave is to attend negotiating sessions as a representative for the Association, the District and Association will work collaboratively to minimize any out of classroom or student contact time, however no substitute pay deduction shall be made. Said fifty (50) days shall be cumulative up to a maximum of fifty (50) days and shall be the aggregate for all designees, except the Association President. No employee, except the President, shall be granted more than twelve (12) days of Association leave annually.

    However, special consideration will be made for MEA members who hold WEA state level and/or Pilchuck UniServ Council leadership positions. In these circumstances an employee, other than the President, may be granted up to twenty (20) days of Association Leave annually. A request for this time shall be in writing from the MEA President to the Superintendent. This provision will be considered for approval by the Superintendent after receipt of the Association’s written request. Requests will not be unreasonably denied. If the request is denied the Superintendent will submit the reasons for the denial to the Association President in writing.

**Section 10: Personal Leave**

A. **Basic Provisions**

    Personal leave granted under this section shall be with pay and shall be available for individual personal affairs. The employee shall not be required to state reasons for the leave beyond the term "personal”. No more than four (4) days of leave shall be granted under this paragraph to any one (1) employee per school year.

B. **Limitations**

    1. Personal leave days can accumulate to a maximum of five (5) from year to year.

    2. Personal leave days may not be taken on District Professional Development days.
3. The maximum number of employee personal leave days granted on any single day shall not exceed five percent (5%) of the total bargaining unit membership, to the least whole person. The District shall notify member(s) above the five percent (5%) limit by 7:00 a.m. of the day that personal leave would occur.

C. Cash Out

Employees shall be reimbursed a stipend of $200 for each of a maximum of five (5) days of personal leave not used during the school year. The stipend shall be paid annually in August.

Section 11: Bereavement Leave

Up to five (5) days bereavement leave shall be granted on the occurrence of the death of the employee's spouse, domestic partner, son, daughter, father, mother, stepparent, sister, brother, grandchild, mother-in-law, father-in-law, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any other relative who is a member of the employee's household, or an individual of whom the employee is the sole support. The same relatives as listed above of an employee's spouse or domestic partner shall also be included.

One (1) day bereavement leave shall be granted for the death of the aunt or uncle of the employee or employee's spouse or domestic partner.

One (1) day per year to attend the funeral of a relative not previously defined in this section.

Additional bereavement leave days, in excess of the days allocated according to this section, shall be considered and may be granted at the discretion of the Superintendent or his/her designee. Bereavement leave is non-cumulative.

Section 12: Leave Sharing

Employees may donate leave to a fellow employee, consistent with law, when one of the following circumstances has caused or is likely to cause the employee to take leave without pay or terminate his/her employment:

(a) The employee is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition;

(b) The employee is sick or temporarily disabled due to pregnancy disability;

(c) For parental leave to bond with the employee’s newborn, adoptive, legal guardian, or foster child;

(d) The employee is the victim of domestic violence, sexual assault, or stalking; or

(e) The employee has been called to service in the uniformed services.

An employee participating in leave sharing may maintain up to forty (40) hours of annual leave in reserve and forty (40) hours of sick leave in reserve.

Section 13: Washington State Paid Family and Medical Leave (PFML)

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the last calendar year.

Such leave shall be used consecutively with the employee’s other leave entitlements unless the employee elects otherwise. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law.

Beginning second semester of the 2021-2022-year employees may use paid leave to ‘top off’ Washington State Paid Family Medical Leave. Employees wishing to do so must communicate with Human Resources prior to taking such leave and adhere to all payroll documentation requirements and deadlines. Under no circumstance shall an employee be paid greater than their current salary amount.
Article VII – SALARIES AND BENEFITS

Section 1: Employee Salary Schedules (Regular and Enrichment)

A. Flow Through of State Funding for Salary

During the term of this Agreement, state authorized funds for salaries shall be applied to the salary schedules in the manner and to the maximum allowed and funded under the State Appropriations Law and implementing regulations.

B. Regular Schedule (Appendix B)

The salary schedules pertaining to this Section are shown in Appendix B. If this Agreement is a multi-year contract, one or more schedules may be added to Appendix B as they are known.

The salary schedule shall be increased by IPD plus 2.00% for 2021-2022, IPD plus 1.75% for 2022-2023, and IPD plus 1.25% for 2023-2024. The District and the Association acknowledge when the state salary schedule is rebased the parties will meet to negotiate the impacts.

C. Curriculum Rate of Pay

The curriculum rate of pay for the term of this Agreement shall be $35.00. The curriculum rate is paid for any assigned work beyond the normal workday and/or work year, except as provided elsewhere in this Agreement.

D. Reopeners

If any court of competent jurisdiction rules that compensation limitations imposed by state law have no effect, and/or provide increased flexibility to local school districts to allow additional compensation or insurance benefits for their employees, then the Association shall have the right to reopen negotiations on the salary, hourly rates, stipend, and insurance benefit provisions contained herein.

The right to reopen shall also be available to the Association in the event that legislative or administrative agencies' actions provide increased flexibility to local school districts to allow additional compensation or benefits for their employees. Pending the outcome of such negotiations, salaries or insurance benefits shall continue to be paid in accordance with the provisions herein. Any additional increase or decrease in salaries resulting from such reopened negotiations may be applied retroactively to the beginning of the employment year.

If the District transitions to a public health plan (i.e.: SEBB or PEBB) or has the option to transition to a public health plan, this is a mandatory subject of bargaining and would reopen the contract.

After the effective date of this Agreement, if the state takes any action adversely impacting the state salary schedule funding or should the State significantly alter the current system for allocating state money for salary purposes, both, the Association and the District retain the right to reopen Article VII, Section1, Paragraphs A and B herein.

E. Enrichment Schedules

Pursuant to RCW 28A.400.200(4), RCW 28A.150.200, and RCW 28A.150.276 a Professional Learning/Enrichment stipend will be paid on a supplemental contract and will compensate employees for additional time, additional responsibilities, and incentives that are outside of the state’s basic education commitment, and within the definition of enrichment. In accordance with State law, this separate contract is not a part of the employee’s continuing contract and not subject to the restrictions herein.

The parties agree to meet and confer during the life of this agreement to discuss the responsibilities contained in the enrichment schedule, including the possibility of utilizing technology resources. Such work shall be informed by the OSPI workgroup on enrichment.
The following provisions shall apply:

1. **Based on Individual’s Placement**

   Compensation shall be in accordance with the individual’s placement on the Enrichment schedule.

2. **The District and Association agree with and affirm the following:**
   
   a. The success of the District is dependent upon hiring and retaining the highest quality employee.
   
   b. Providing a quality education for students requires from employees a commitment to the profession beyond the base contract, normal workday hours and school year.
   
   c. State law allows additional compensation for additional time, additional responsibilities or incentives.
   
   d. Local levy funding can be utilized for enrichment activities.

   Teaching is an honorable profession. As such, teachers exhibit professional judgment in supporting the students they serve.

3. **Enrichment Compensation and Extended Leaves**

   Employees who take a one (1) year approved leave of absence regardless of pay status will not be eligible for Enrichment compensation for that contract year.

4. **Levy Failure Contingency**

   In the event the District is subject to a double levy failure and/or reduction in state or federal funding, either party may reopen this section.

5. **MEA members will annually sign a verification form stating that they have completed additional time, and/or additional responsibilities, that are outside of the state’s basic education commitment, and within the definition of enrichment**

**F. Doctorate Degree**

All employees with a Doctorate degree will receive a stipend of $1,000 per year.

**Section 2: Provisions Governing Employees' Salary Schedule**

**A. Placement In Accordance with State Guidelines**

Placement on the salary schedules shown in Appendix B and Appendix C herein shall be governed by the placement guidelines for the Monroe School District salary schedule.

**B. October 1 Deadline**

For any school year, an employee’s placement on the salary schedule shall be based on what is on record with the District by October 1 with regard to the following:

1. The employee's highest degree
2. Eligible credits beyond the highest degree, and
3. Years of experience: Experience for occupational/physical therapists and speech/language pathologists shall include work experience in their specialized area outside of education up to four (4) years. New employees who transfer from other districts within the state shall be granted similar experience credit as bargaining unit members who have the same total years of service.
Employees hired after September 1st will have 45 days to provide the above requirements to Human Resources for placement on the salary schedule.

C. Deadline for and Verification of Completed Course Work

Course work for advancement on the salary schedule must be completed by August 31. Evidence of earned education credit shall be in the form of official college transcripts and shall be filed with the District’s Human Resources Office no later than October 15. If for some circumstance beyond the control of the employee, the college transcripts are not available and the District has been advised in writing by the college prior to October 15 of the credits, the employee shall be granted the allowance for credits; PROVIDED, that if the transcript does not thereafter reach the District by January 1, the credit shall be canceled and all overpayments repaid.

D. Criteria for Credit Approval

Recognition Criteria: Credits earned after September 1, 1995 MUST meet criteria established by the Legislature (RCW 28A.415.023) before they can be used for placement on the salary schedule. At the time credits are recognized by the school district, the content of the course MUST meet at least one of the following:

A. It is consistent with a school based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned.
B. It pertains to the individual’s current assignment or expected assignment for the following school year.
C. It is necessary for obtaining endorsement as prescribed by the Washington Professional Educator Standards Board.
D. It is specifically required for obtaining advanced levels of certification.
E. Is included in a college or university degree program that pertains to the individual’s current assignment, or potential future assignment, as a certificated instructional staff of the school district where the potential of the future assignment is agreed upon by the school district and the individual.
F. It addresses researched-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff.
G. It pertains to the revised teacher evaluation system under RCW 28A.405.1000, including the professional development training provided in RCW 28A.405.106.

Credits which have been determined to meet one or more of the criteria listed above (A-G) shall continue to be recognized in subsequent school years and by subsequent school district employers.

Credits not recognized in a school year may be recognized in a subsequent school year if there is a change in the qualifying criteria such as a change in professional educator standards board rules, a change in the district’s strategic plan a change in the school-based plan for the school in which the individual is assigned, a change in the individual’s assignment, or a change in the individual’s employer.

The form in Appendix J shall be used by employees to indicate at least one (1) criterion that is met by any course credit that is requested for approval. Though not required to do so, an employee may use this form to seek prior approval for a course the employee intends to take.

Should the criteria listed above be changed by the State, the parties to this Agreement shall meet and negotiate the impact of those changes.

Section 3: Contract Issuance

Employee contracts shall be issued after ratification of a successor bargaining agreement, PROVIDED that if a successor agreement has not been ratified prior to May 15, individual employee contracts may be issued if they contain a provision stating that wages, hours, and terms and conditions of employment will be subject to any successor collective bargaining agreement; and that for purposes of economic benefits, the effective date of the successor bargaining agreement shall be retroactive to the commencement of the subsequent school year. Such individual contracts must be signed and returned by the employee no later than June 15, and failure to do so shall constitute notice of relinquishment of employment rights.
Section 4: Payment

A. When Paid – Regular Schedule

Employees shall be paid in twelve (12) equal monthly installments, which installments shall be issued to the employee on the last Monday-Friday calendar day of each month. Payments for June, July, and August will be the last District Office working day.

When the employee and the District mutually agree to make annual salary installments in other than twelve (12) equal installments, the annual salary shall be paid to the employee in the mutually agreed upon format.

B. Payment Errors

In the event of a mistake in payment, the following rules shall apply:

1. Underpayment

   In the event of underpayment, correction will be made on the employee's next paycheck, if the error is brought to the District's attention by the 10th of the month; otherwise, on the following paycheck.

2. Overpayment

   In the event of overpayment, reimbursement to the District will begin with the second check following notification, and will be pro-rated in equal amounts through the remaining months of the employee’s work year. If there is no remaining month, the District and employee will make a good faith effort to agree on the manner of repayment. If no agreement is reached, the manner of repayment will be determined by the District.

   If overpayment amounts to 20% or more of an employee's monthly net check, deduction may be prorated over a 12-month period, PROVIDED the employee remains so long employed; otherwise, the District and employee will make a good faith effort to agree on the manner of repayment. If no agreement is reached, the manner of repayment will be determined by the District.

   Other means of payment or repayment than those described in paragraphs 1 and 2, above, may also be mutually agreed between the District and the employee.

3. Time Limitation

   Unless due to exceptional circumstances the District and employee agree otherwise, in the case underpayments or overpayments are discovered, both parties agree that the payout or recovery of funds shall extend only one (1) calendar year from the date of discovery, PROVIDED the one-year limit on payout or recovery is in accordance with state regulations and/or statutes.

Section 5: Basis for Position on Salary Schedule

Employees shall be notified annually of the number of years experience with which they are credited and both the total number of credits for which the District has records and the number of credits which apply to their position on the salary schedule. Years of substitute experience will count as years of experience on the salary schedule.

Section 6: Summer School, Special Needs Tutors, and Presenter’s Pay

A. Teaching Students

Employees who are teaching summer school or other classes for students, including special needs tutors, shall be issued a supplemental contract. Employees teaching such classes shall receive compensation at their per diem contract rate of pay. Employees teaching summer school shall be provided thirty (30) minutes of paid planning time for each ninety (90) minutes of instructional time.
B. Teaching or Presenting to Other Staff

Any employee teaching or presenting to other staff members shall be paid $53.67 per contract hour.

C. Posting of Openings

All openings for summer school and adult education teachers shall be posted in each school building within a reasonable time after the decision is made to carry out the program. Applications must be submitted within one (1) week of the posting of said notices. Employees who have applied for such summer school positions shall be notified in writing of the action taken regarding their application.

Section 7: Curriculum Work Stipend

Curriculum work shall be compensated as follows:

A. Curriculum Committees Outside Workday/Workyear

The curriculum rate shall be applicable for employees assigned to serve on curriculum committees outside the regular workday and/or work year. Under the direction of the Assistant Superintendent for Curriculum and Instruction, additional work may be assigned to a curriculum committee member. Such additional work outside of the committee meetings will be compensated at the hourly rate.

B. Curriculum and Instructional Materials Committee

For CIMC members a stipend of $482. The Association may appoint two additional members to this committee. One shall serve as an elementary representative and the other shall serve as the secondary representative.

Section 8: Other Salaries

The Board and the Association agree that they or their representatives will immediately meet to negotiate wages, hours, and other terms and conditions of employment where such items differ from the original bargaining unit of any additional educational employees, or group of employees, who were not originally but have become members of the bargaining unit by determination of a controlling legal authority.

Section 9: Insurance Benefits

A. School Employees Benefits Board (SEBB) Program

The District shall pay the full portion of the employer contribution to the School Employees Benefits Board (SEBB) for insurance programs as adopted in the statewide collective bargaining agreement for all employees who meet the eligibility requirements outlined below.

SEBB will implement the Statewide Collective Bargaining Agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receive benefits.

Benefits presently provided by the SEBB include but not be limited to:
- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance (payroll deduction shall be made available if possible). Voluntary Life insurance is available on a self-pay basis.
B. **Dependent Coverage**
Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee’s spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support are dependents covered within the SEBB programs.

Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019 but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll these dependents at the employee’s cost for a period up to 36 months.

C. **Eligibility**
Certificated staff, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. For the purposes of counting hours for eligibility, SEBB defines the year to be from September 1 through August 31. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage.

Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave status will be considered in an employment status for the provisions of this section and will receive benefits when allowed by SEBB policy.

D. **Benefit Enrollment/Start**
Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee’s benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

E. **Continuity of Coverage**
When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

F. **VEBA**
The district shall contribute $70 per month to each employee’s VEBA account.

G. **Benefit Termination/End**
Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of full contract obligation (i.e. the end of the student school year in June) benefit coverage will continue until August 31. Any exceptions to this shall be discussed with MEA prior to implementation.

Monthly, the District will report to the Association the represented employees not covered by SEBB and those whose benefit coverage will change in the ensuing month. Any changes in benefits reasonably anticipated or occurring in July or August shall be discussed at the final Labor Management meeting.

H. **Legislative Changes**
If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiation over the changes to the extent allowed by law.

I. **Additional Items**
With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their paychecks for this purpose.
All of the provisions of Article 7, Section 9 shall be interpreted consistent with the rules and regulations of the SEBB.

Section 10: Payroll Deductions

In addition to mandatory state and federal deductions, deductions may be made if authorized by the individual and approved by the District. Examples of such deductions would be for payment to teacher credit unions or for tax sheltered annuities. The District and the Association shall annually consult which plans shall be available through the benefits committee process. A list of approved organizations and/or agencies for payroll deductions will be distributed at the employee’s time of hire by the Benefits Coordinator or upon request by an employee or by the Association. Said list shall also be posted on the District’s intranet site.

Section 11: Co-Curricular Pay Salary Schedule

The co-curricular pay schedules are shown in Appendix E-1, and E-2. The following provisions shall apply:

A. Experience Credit

Experience must be in the same activity in which the increment is being paid. Employees continuing in the same position will receive experience increments in accordance with their total in the Monroe School District for that position.

B. Job Descriptions

All co-curricular jobs shall have descriptions stating minimum requirements.

C. Evaluation

All directors or advisers will be observed during the term of their activity by the principal/designee, with a formal evaluation conducted at the end of said term.

D. Posting for Openings

Openings for co-curricular positions shall be made known to all employees in accordance with posting provisions of this Agreement.

E. Addition of Positions

New positions may be added to the co-curricular schedule during the term of this Agreement as mutually agreed by the District and Association.

F. Title IX

It is recognized that the District shall remain in compliance with Title IX regulations. Upon awareness of a violation of Title IX regulations, appropriate action will be taken to bring the District into immediate compliance.

G. Clinics and Conferences

Each co-curricular adviser shall be entitled to attend clinics or conferences during non-school time which are directly related to his/her co-curricular assignment. The District will provide a maximum of $100 per employee per year to cover expenses associated with attendance. By March 31, or earlier if requested by Association, unused funds will be pooled and advisors may apply to use up to a total of $300 on a first-come, first-served basis.

H. Payment

Employee's co-curricular pay shall be prorated over the twelve (12) month budget year or from the time the co-curricular assignment is made to the end of the budget year if the assignment is made after September 10.
I. Pay for Time beyond Normal

Non-athletic activity advisers will receive additional compensation for additional time beyond the normal duration of their assignment due to advanced student competitions in that activity. In that event, the employee shall receive 1/12th of their regular stipend for each additional competition.

Section 12: Travel

When authorized or required by their supervisor or job assignment, employees utilizing their private automobile to travel on school business shall be compensated at the rate set by the Internal Revenue Service.

Section 13: Professional Fund

General Provisions: In recognition of personal expenses incurred by employees to enhance the educational experience of the students they serve, the District shall provide an annual payroll stipend of $675 per 1.0 FTE employee for the first two (2) years of experience in the profession. Stipend amounts will be prorated according to FTE status (i.e., .5 FTE teachers receive 50% of associated stipend). Stipends will be included in the October paycheck of each school year.

Section 14: Program Coordinator

Program Coordinators shall receive a supplemental contract for a stipend of $1,739. The stipend shall be paid in equal monthly installments. The District may approve requests by Program Coordinators for released time and/or paraeducator or clerical time on a needs basis. If release time is provided, the coordinator will not be eligible for the stipend.

The Association and District hereby agree that on the effective date of this Agreement, the positions eligible to receive a Program Coordinator stipend under this section are the following:

- Library Program Coordinator
- Curriculum Development (depending on subject area) as identified each year by the Assistant Superintendent for Curriculum and Instruction

Section 15: Building Decision Making

Decision at the building level shall be made by the staff and administration at each site. Each building shall endeavor to create an inclusive and positive decision-making process. In the event the Guiding Coalition recommends additional leadership positions and or opportunities for certificated staff, the District and the Association will meet to negotiate the impacts.

A. Goal

The goal of a School Advisory Team (SAT) is to represent staff with the focus being student learning as it relates to the school learning improvement plan and professional learning communities. The team will collaborate with building administration regarding student learning, discuss issues and provide feedback from the educators they represent. SAT representatives shall report to educators on what was discussed during the SAT meeting. The SAT shall not be used to make building wide decisions that have to do with working conditions and potential changes to the MEA/MSD collective bargaining agreement.

B. Make-up of the Decision Making Team

The Team shall include members selected in accordance with this Section. The Principal will represent administration on the team. An Assistant Principal may sit as a non-voting member of the team. At the discretion of the team, a member of the classified support staff may be added to the team as an ex-officio member, using building funds.

C. Number of Team Leaders

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Members of the team will be democratically elected by their teaching group. For the purposes of this section, a group is a grade band (K-1, 2-3, 4-5) at the elementary level and a department at the secondary level. Additionally, specialists / non-classroom teachers shall constitute a group. There is a cap of five (5) at the elementary level, seven (7) at the middle level and nine (9) members at the comprehensive high school level of any building team.

D. Compensation

Team Leaders shall receive a supplemental contract for a stipend of $1,000. The stipend shall be paid in equal monthly installments.

E. Team Leader Representation

In support of an inclusive and positive decision-making process, elected members shall communicate and seek input in order to effectively represent their teaching group.

F. Representative Term Limits

Team Leader positions are annual (September 1 through August 31) and can be renewed to a maximum of three (3) consecutive years.

Section 16: Additional Compensation

Certificated staff who attend District directed classes outside of their normal contract day shall be compensated at their curriculum rate of pay.

Section 17: Clock Hours

The District shall offer a variety of clock hours in order to meet state requirements and support employees in various positions. At a minimum, the District shall offer forty (40) clock hours annually. Evaluation forms will be available on the last day of class. Evaluations will be open for thirty (30) days following the completion of a class. If there are unforeseen extenuating circumstances with the employee’s ability to submit clock hours, the District will make every effort to allow the teacher to correct the issue(s).
ARTICLE VIII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1: Work Year

A. Normal Length

The employee work year will be 180 days, as long as Washington State continues to fund employee salaries on a 180 day base. All references to per diem throughout the Agreement shall be revised to 180 days in establishing per diem pay. Should Washington State revise its funding of employee salaries to a different number of base days, subsequent work years would be likewise adjusted. The work year for new employees shall be 180 days with additional days as determined by the District paid at the employee’s per diem contract rate.

B. New Teacher Seminars

All beginning teachers with zero (0) years of experience will be given the opportunity to attend a District seminar during their first year in the District. The seminar will not exceed 35 hours per year. Clock hours shall be available. Said employees shall receive pay at the hourly rate.

C. Professional Improvement Day (PID)

One (1) District directed optional day will be provided to support the professional growth of teachers. Those teachers who choose to participate will be paid at per diem. Optional day activities will support the building Learning Improvement Plan and/or provide additional training activities related to identified staff development needs. Optional days will be paid via a timesheet.

Employees shall have the option of working one (1) optional PID during this Agreement in accordance with the following provisions:

1. Employees shall be paid for these days at their per diem contract rate of pay.
2. The purpose for the optional days shall be determined by the District.
3. The date for the optional day each year shall be determined by mutual agreement between the District and Association.
4. Employees with less than a full-time assignment may work this day at the daily rate they would earn if they were a full-time employee.
5. Teachers retiring from the District will be provided the option of working the PID as part of their end-of-year checkout proceedings overseen by their building principal. This optional day must be completed and documented no later than the last regular business day of June.

Employees attending administration approved out of District meetings will need to provide reasonable and appropriate documentation of attendance as the District may determine.

D. Additional Days

1. Additional Days

An extended time pool shall be implemented with days to be allocated administratively, according to District needs.
While not an exhaustive list the following positions may have supplemental contracts for additional days as assigned by the administration:

- Marketing Education Instructors
- High School Counselor(s)
- High School Band Instructor(s)
- Middle School Counselor(s)
- Occupational and Physical Therapist(s)
- Psychologist(s)
- Speech and Language Pathologist(s)
- Vocational Agriculture Instructor(s)
- Family & Consumer Science Instructor(s)
- School Nurses
- Teachers on Special Assignment (TOSAs)
- Instructional Technology Specialists / Librarians
- High School, Middle School ASB
- TOSA - Athletic Directors

The Chief of Special Services shall have access to one (1) half day of the additional days for in-service activities.

These additional days are to be worked on site but may be in partial or full days. The employee will submit a plan and calendar to their supervisor for approval prior to any work taking place and may be worked before or after the regular work year and also on any non-regularly contracted workday including, but not limited to, weekends and holidays.

Each CTE employee shall meet with the CTE Director in the spring of each year, no later than June 1, to assess the needs of the program for extended time for the following school year.

In the event any individual employee should receive a reduction in extended time days greater than 15% over the extended time days contracted during the preceding year, said employee shall be notified, in writing, by May 15 of the year preceding the reduction including reason(s) for the reduction, which shall be limited to insufficient funding, program reduction, modification, or elimination as determined by the District.

Other than the foregoing, contracts in excess of the normal contract length shall be made at the discretion of the administration in the form of a supplemental contract. Any contract providing for days over and above 180 days for certificated employees will be computed on the basis of 1/180 for each additional day.

2. **Other Positions and Additional Days**

Nothing shall preclude the District from offering additional days of employment on supplemental contracts for other positions than those listed in paragraph 1 above. The Association shall be provided, upon request, a list of any other additional days by position that are offered to employees on supplemental contracts.

3. **Pay for Additional Days**

The pay for these additional days shall be at the employee's per diem contract rate of pay.

E. **Community Engagement**

Employees are expected to attend one curriculum night not to exceed two and one-half (2½) hours.

F. **Calendar**

1. **Current Calendar:**

See Appendix F.

2. **Release Time**

   a. **Prior to Breaks**
On the workday prior to Thanksgiving, the beginning of the winter (Christmas) recesses, and the last day of the school year, the length of the workday shall be shortened by two and one-half (2 ½) hours. Such time shall be taken from the afternoon portion of the day.

b. **Conference Days**

Conference days shall be scheduled on the annual school year calendar. Building staff may decide to work beyond the normal work day for conferences on not more than two days provided the staff is given time off for the equivalent amount of time worked and a break of at least one hour is provided for dinner. At the elementary level, a pool of $5000 shall be available to facilitate additional communication opportunities for families participating in the Dual Language Program (FWE). The principal shall direct these funds.

c. **Release Days**

For the 2021-2022 school year there will be weekly early releases (60 minutes) on Fridays, with the exception of existing early release days. Early releases will begin the first Friday school day of September. The Friday early releases will be for individual, collaborative, PLC, and professional development work. The time shall be split with fifty percent (50%) individual teacher directed and fifty percent (50%) building and District directed. Each week shall alternate between teacher directed and District directed time. The one optional PID day shall continue in this Agreement.

One (1) hour per quarter, optional jobs alike meetings may occur. Certificated staff who teach similar subjects cross-District will have the opportunity to collaborate on programming and curriculum. If these meetings occur outside of the contracted hours staff will submit a timesheet at the curriculum rate.

In the event that there are no job alike positions available in the district, certificated staff may reach out to their professional networks to develop their own individual PLC. The District will allow PLC members to timesheet one (1) hour per quarter at the curriculum rate. Certificated staff will notify their building admin when they are going to be participating in out of district PLC meetings.

During the 2021-2022 school year, the District administrators will work with the PLC Guiding Coalition to come up with recommendations that will be presented to the joint Labor and Management Committee (LMC) prior to the end of the school year regarding release time for the upcoming school year. The recommendations will be reviewed by the LMC, and the District and the Association will meet to negotiate any impacts resulting from the recommendations. In the event the PLC Guiding Coalition cannot produce recommendations before the end of the 2021-2022 school year, the joint Labor Management review and negotiations will take place before the end of the 2022-2023 school year.

d. **Semester Break Day**

There shall be a semester break day immediately prior to the first day of second semester for all certificated staff designated on the calendar. The semester break day is a non-paid, non-student day for certificated staff.

G. **Professional Learning Communities:**

a. The District and Association have a common interest in creating/developing PLCs in our District as an important way to improve student learning for all students. “Professional Learning Community” (“PLC”) is a collaborative team process based on participants reaching consensus on their missions, values, norms, and goals. Collaborative discussions around shared-goals, shared decision-making, and shared-responsibility are foundational. In a PLC, staff work collaboratively in recurring cycles of collective
inquiry and action research in order to develop high quality curriculum, instruction, interventions, and assessments with the goal of improved student learning.

b. For the 2021-2022 school year, the Guiding Coalition will work with building administrators and their School Advisory Teams on how to develop and implement functioning and productive Professional Learning Communities throughout all buildings. The Guiding Coalition will be charged with bringing recommendations for the structure and practice of the PLCs to the Joint Labor Management Committee prior to the end of the 2021-2022 school year. The District and the Association will review and negotiate any working impacts associated.

c. Professional Development Calendar

Each building shall establish a Professional Development Calendar that is aligned to a problem of practice determined collaboratively by staff. The calendar should identify which of the building release days will be used for building-wide professional learning outside of PLC time. The problem of practice should focus on topics that directly impact student learning and be based upon data the school is using for its annual school improvement plan.

The School Advisory Team (SAT) in collaboration with the building administrator will be in charge of developing the building PD calendar. The calendar will be planned by individual semester prior to the first day of each semester and may be adjusted by the SAT as needed.

d. Principals Role in PD Development and Delivery

The principal shall act as a facilitator during Professional Development sessions, providing resources and leading discussions to support the learning, but not as the main expert voice each session. Principals shall notify staff of the topic and necessary resources needed for each Professional Development session at least two days in advance. If agreed upon by staff, the principal may request that staff prepare for Professional Development sessions by completing aligned tasks or readings not to exceed 30 minutes of preparation time.

e. Professional Development Leadership Opportunity

Staff who have applicable experience and/or qualifications may volunteer to lead no more than two times per year, a Professional Development session as individuals or as a team, to be coordinated by the principal. Staff who volunteer to lead a Professional Development session may be reimbursed up to three hours at the curriculum rate.

The district shall provide building directed time for the purpose of completing district required training in compliance with Board policy/procedure, state or federal law or other district mandated training.

H. Professional Development Days

For the duration of this Agreement, two (2) professional development days shall be scheduled prior to the start of the school year. The purpose of these days is to address required training, specific building needs, and opportunities for collaborative time. Time shall be split with fifty percent (50%) teacher directed and fifty percent (50%) District/building directed. The dates for these days shall be mutually agreed upon by both parties.

In the event the District is not able to provide relevant professional development, the District shall provide two (2) paid release days each school year for ESAs to attend relevant professional development outside the District PD

I. Professional Learning Days

Professional Learning Days funded by the state will be scheduled in collaboration with the Association.
The District and the Association shall meet and agree on the date(s) and collaborate on the professional development offered on the Professional Learning Day(s).

Employees are required to work Professional Learning Days. All employees will work and be compensated full days regardless of assigned FTE.

Section 2: Workday

A. Length

Employees shall begin their workday at least thirty (30) minutes before the students' school day begins and shall continue at least thirty (30) minutes after the students' school day ends. The total length of the workday shall not exceed seven and-one-half (7-1/2) hours, including the thirty (30) minute duty-free lunch period, for all certificated employees. All employees shall have a duty-free lunch period of not less than thirty (30) continuous minutes.

B. Preparation Time

1. At Elementary Level

All employees at the elementary level (pre-school - grade 5) shall be guaranteed a minimum of 200 minutes per week of preparation time within the student day. Elementary employees in pre-school - grade 5 shall be scheduled for one period daily of forty (40) continuous minutes of duty-free preparation time within the student day. The above amounts of time for elementary preparation may not be provided on early release days, conference weeks/days, and testing days. The employees at each school shall work with their building principal to provide as much planning time as possible on such days on an equitable basis.

By mutual agreement between an employee and the building Principal, an individual may have their preparation time delivered in less than a daily basis but in no less than the same amount of time as would otherwise be provided in a week as required by the above paragraph and in no less than blocks of forty (40) continuous minutes within the student day. No more than two (2) employees per elementary school will be allowed to flex their preparation time in this manner. The Association President will be informed by the District prior to any implementation of any agreement such as described by this paragraph.

2. At Secondary Level:

Employees at the secondary level (grades 6 -12) shall have one class period of preparation time, uninterrupted and continuous, within the students' day for each 1.00 FTE employee. Part time employees will receive prorated preparation time based on the employee's FTE.

3. At Both Levels

The use of elementary and secondary preparation time shall be determined by the employee. Preparation time may be used for PLC/collaboration if mutually agreed upon by the employees involved. Employees who attend District mandated trainings or events during the school day shall be provided comparable planning time through adjustment to the lunch break and/or end time of scheduled trainings or events.

4. Travel Time

Employees who are required in the course of their employment to travel between buildings shall be scheduled to provide sufficient time for such travel.

Each employee who travels between two (2) or more schools or work sites or who has no home base (e.g., permanent classroom, office, etc.) at his/her school location shall be compensated $265 prorated on each 1.0 FTE.
In lieu of the compensation in the paragraph immediately above, those employees who travel more than 100 miles per month shall be compensated at the current IRS mileage reimbursement rate provided that the employee submits a detailed travel reimbursement form no later than the tenth of the following month which is to be signed by the employee’s direct supervisor. Employees who receive the IRS rate of reimbursement are not eligible to also receive the travel stipend.

5. Specialist Staff

Teachers of music, art, and physical education, as well as librarians, communication disorders specialists, reading consultants, counselors, occupational therapists, physical therapists, psychologists, nurses, special education teachers, and any other specialist staff shall be provided preparation time to the same extent as regular classroom teachers in the district.

Prior to the start of the school year, Nurses and their building principals shall work together to create the Nurse’s schedule for the year. If Nurses are expected to work during their unpaid duty-free lunch, they shall be compensated or be able to flex their schedule. Nurses shall notify their building principal when they will be flexing their schedules.

Nurses assigned to two (2) or more schools shall receive one (1) additional day to open worksites at the beginning of each school year. This day shall be scheduled at the Nurse’s discretion and recorded on a timesheet.

C. Non-instructional Tasks Limits:

The Monroe School District and the Monroe Education Association believe that one of the most important factors in the creation and maintenance of an educational experience for boys and girls is the amount of time students and staff should have for the teaching/learning interactive process. To accomplish this goal, employees need time to plan and evaluate instructional programs and activities. Therefore, to support the instructional program, it shall be the goal of the Monroe School District to reduce the amount of time employees are assigned to supervision and other non-instructional tasks within the financial parameters as determined by the District. The District and the Association agree that employees shall not be assigned to more than 50 minutes total per week of student supervision outside of instructional time. Supervision of playgrounds during the instructional day shall not be assigned to or expected of employees at the elementary and middle level.

D. Covering Classes:

A principal or his/her designee may only expect an employee to cover classes in cases of emergency or in cases when a substitute teacher is not available.

K-12 employees who are required to give up a preparation period at the specific request of the principal or designee to cover the class of another employee, shall be compensated at the employee’s per diem rate for a minimum of one hour. The District will seek volunteers first and then make assignments on a rotational basis. If a specialist is reassigned to a classroom to replace an absent teacher, and they miss their planning time, the specialist will be compensated for their loss of prep with one hour of per diem pay.

In the event all other options are exhausted, only then shall ELL, Title or LAP specialists be asked to cover a class. ELL, Title or LAP employees who are required to, at the specific request of the principal or designee, cover the class of another employee they shall be compensated at the employee’s per diem rate for each class covered regardless of class length for a minimum of one hour.

A teacher will be paid at the per diem rate when they are in charge of two classes. At a minimum, the teacher will receive an hour of per diem pay per occurrence. If students from a class without a teacher are sent to more than one classroom, each affected teacher will receive a pro-rated portion of this payment.
If the elementary specialists is required to cover more than 14 times in a semester they will receive a stipend of one thousand ($1000.00) dollars. When less than full time elementary specialists voluntarily cover classes beyond their FTE, these occurrences will not count in the total number of covered classes.

E. Staff Meetings:

Staff are expected to attend two staff meetings per month. One of those meetings will be within the contract day. With fourteen (14) days notice, one of these meetings may extend 30 minutes beyond the contract day. On weeks when the staff meeting extends beyond the staff contract day, staff will be dismissed on Friday thirty minutes prior to the end of the normal contract day. There will not be an extended staff meeting during the months of December and June. It is also understood that all Building directed PLC time shall occur during building and district directed early release or staff meeting time.

F. Secondary Teaching Preparations

The District shall attempt to reduce the number of teaching preparations at the secondary level (6-12) with the goal to have no employee teaching more than three (3) preparations daily. If it should be necessary for any employee to have four (4) or more preparations during a given year, that employee shall be given priority consideration the following year to have a reduction in his/her daily preparations. However, the District and the Association recognize that certain programmatic decisions, as determined by the Board, will require some staff members to have more than three (3) preparations daily.

G. Teaching More than the Normal Instructional Workday

The District and Association agree that at times it may be in the best interest of both the District and staff to extend a full-time teacher's contracted day or increase the normal amount of a teacher's instructional time by adding a teaching section. A teaching section at the secondary level shall be considered to be approximately sixty (60) minutes of instruction, passing time, and supervision and approximately forty-five (45) minutes at the elementary level. The parties agree that such a practice shall be a temporary means to solve a specific building scheduling or staffing problem, the practice shall not be used to personnel or increase workloads, and no state salary apportionment dollars may be used to finance the cost of the supplemental salary. The following additional provisions shall apply:

1. Consideration of Other Options

In cases where adding a section may be needed, the District will first discuss the instructional and personnel needs with the building principal to examine other solutions to solving the problem before opening any such additional teaching section. An increase or extension of the workday or instructional time shall not be implemented if there are other viable options available to the District.

2. Notice to Association

After the situation has been discussed and other options explored as provided above, and if the District wishes to proceed with adding a section, then the District will inform the Association President of the situation, including the rationale for the addition. The Association shall be free to suggest alternatives that may or may not have been considered.

3. Posting Requirement

The opening for the additional section shall be required to be posted throughout the District for a period of at least five (5) workdays in order to allow all qualified employees the opportunity to apply. Other than this posting requirement, the provisions of Article IV, Section 10 (Assignment, Vacancies, Promotions and Transfer) shall not apply, and the District shall have the discretion to determine the employee who will be assigned the additional section, provided that said assignment shall be strictly voluntary.

4. Supplemental Contract and Pay
The employee selected for the additional section within the school day shall be offered a supplemental contract. The additional pay shall be based upon the employee’s per diem contract rate of pay. A secondary teacher volunteering to teach an additional section would be compensated an additional .20 times his/her per diem contract rate of pay for each day the section meets. An elementary teacher volunteering to teach an additional section would be compensated an additional .143 times his/her per diem contract rate of pay for each day the section meets. All leave balances (annual leave, personal leave, etc.) will accrue/deplete normally and will not reflect the additional FTE. If the teacher working more than a normal workday requires a leave of absence, the supplemental contract will be re-assigned for the duration of the leave time period. The teacher will retain rights to the supplemental contract upon return from leave status during the same school year.

5. Employee’s Workday

If the additional teaching section is prior to or after the regular school day, the teacher's workday would be extended by the additional time needed for instructional purposes only (i.e. 60 minutes at secondary or 40 minutes at elementary). No additional planning time will be provided or required on site. If the additional section falls within the regular instructional schedule, the teacher's workday does not change and no additional planning time will be provided. Planning time is the responsibility of the employee and it is assumed it will be accomplished either on or off site.

Section 3: Employee Facilities, Safety, and Instructional Materials

A. Facilities

1. Basic Assurances

With respect to existing buildings, the District will furnish employees with necessary and adequate space and equipment in each work station to store records, instructional materials, and supplies; a safe and secure workspace; a serviceable desk, chair, bookcase, and filing facilities; well-lit and clean restrooms and, where feasible, separate for each sex and separate from student rest rooms; a furnished faculty lounge, and a work area with equipment to aid in the preparation of instructional materials. Each classroom shall be equipped with two working computers. The building principal will work with staff members to ensure each room is equipped as stated above.

Those who are required to administer individualized services and assessments and have no permanent workspace, shall be given a private, quiet, closed space, to administer such assessments.

During the 2021-2022 school year teachers participating in a District professional development training will be provided a new portable electronic device. Professional care and caution should be exercised when using a device outside of the workplace. Except in cases of willful negligence, a violation of law, or a criminal act, Article IV, Section 6 – A (Hold Harmless) shall apply.

2. Keys

In order that employees may do additional work when they feel a desire or need, each employee will be given keys for contract duration so that they may enter and work at their work station, the faculty lounge, and work areas at all times other than normal working hours, PROVIDED that building security keys will be issued on a checkout basis, and PROVIDED that the employee assumes responsibility for building security during such use.

3. Telephone

A telephone or extension will be provided for employee use at each school. This telephone will not be located in an area of normal access by students or in the principal's, vice-principal's, or counselor's offices.
B. Safety

The District will endeavor to see that all facilities will be free from hazards that are likely to cause injury, sickness, or death to employees or students. The District will make a reasonable effort to insure that all building facilities can be operated at reasonable temperatures.

C. Provision of Curriculum and Instructional Materials

For the purposes of this section, the term “professional development” refers to any and all activities facilitated or provided by the school district to promote the development of its staff to promote high levels of learning for all students.

The term “training” refers to the provision of information and skills development related to state and/or district policies or procedures all staff are required to know for the annual management and operations of a school.

The District will guarantee the provision of approved curricular, instructional materials and equipment to teach the grade levels or classes to which the teacher is assigned. The District will provide comprehensive professional learning opportunities to support new programs, curriculum and/or initiatives.

Certificated staff will be offered options to attend professional learning within the contracted school year, regarding implementation of new programs and/or curriculum. Certificated staff reserve the right to request additional or alternative learning opportunities to become proficient in the chosen program or curriculum.

During The 2021-22 school year, two committees will be formed to collaborate and give input to the continuum of services for the Special Education and English Language Learners programs. The District Special Education Advisory Team and District ELL Advisory Teams shall meet once per month to address topics such as current and proposed practices, department culture, evidence-based curriculum, department workload conditions, and department vision. The committee shall provide input and recommendations to the Chief Student Services Officer, Director of Categorical Programs and the Association President. The committees shall meet during the contracted workday or be compensated at the curriculum rate.

Section 4: Classroom Observation

Parents and other citizens may visit the classrooms and confer with the employees and principals, subject to the approval of the building principal, who is responsible for the health and safety of the students. Principals shall implement this section in a manner to ensure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified employees regarding conditions necessary to maintain the optimum learning atmosphere.

Section 5: Class Size and Workload Assistance Monitoring

The Labor Management Committee shall monitor and evaluate the class size and workload assistance program provided herein with the view of considering changes which may improve the program. The District and Association have agreed to the class size and workload assistance plans as provided in Sections 6 and 7 below.

Section 6: Regular Education Teachers

A. Process for Class Sizes Counts

Student enrollment shall be monitored on the first school day of the month beginning with October for purposes of determining class size assistance as provided herein, provided that an overload existing on the first school day of October that existed also in September shall be entitled to assistance for the month of October at twice the eligible amount shown below. The District shall maintain class counts and a record of same in September in order to implement the above provision. When the class size reduces to the base class size or lower during a given month, the paraeducator time will not be reduced until the beginning of the subsequent monthly period.
The District shall insure regular monitoring of class sizes so that for any overload that is triggered the employee will be notified in writing of their eligibility for overload. The relief option shall be assumed to be compensation unless the employee within three (3) workdays of receipt of the eligibility notice submits a written request for a different relief option as allowed by this section, paragraph B 6, below. The intent of this process is to insure appropriate administrative monitoring of class sizes and also to place the responsibility of the initial identification of overload and initiation of the relief process on the building administration rather than the employee.

B. Trigger Event Chart and Guidelines

1. Charts

K-5 Classroom Chart

<table>
<thead>
<tr>
<th></th>
<th>Base</th>
<th>+1</th>
<th>+2</th>
<th>+3</th>
<th>+4</th>
<th>+5</th>
<th>+6*</th>
<th>&lt;Total Hours Para Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kinderg.</td>
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<td>24</td>
<td>25</td>
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<td>27</td>
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<tr>
<td>Grades 1</td>
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<td>25</td>
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<td>29</td>
<td></td>
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<tr>
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</tr>
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<td>31</td>
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*with +6 and above there is + 1 hour per additional student

Secondary by Class Section Chart

<table>
<thead>
<tr>
<th>By Class Sections</th>
<th>Base</th>
<th>+1</th>
<th>+2</th>
<th>+3</th>
<th>+4</th>
<th>+5</th>
<th>+6*</th>
<th>&lt;Total Hours Para Time</th>
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<td>33</td>
<td>34</td>
<td>35</td>
<td>36</td>
<td></td>
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</table>

*with +6 and above there is .5 hour per additional student

Secondary Total Load Chart

Middle School

<table>
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<tr>
<th>By Total Load</th>
<th>Base</th>
<th>+1</th>
<th>+2</th>
<th>+3</th>
<th>+4</th>
<th>+5</th>
<th>+6*</th>
<th>&lt;Total Hours Para Time</th>
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<tbody>
<tr>
<td>Grades 6-8</td>
<td>140</td>
<td>141</td>
<td>142</td>
<td>143</td>
<td>144</td>
<td>145</td>
<td>146</td>
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*with +6 and above there is .25 hour per additional student

Comprehensive High Schools

<table>
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<tr>
<th>By Total Load</th>
<th>Base</th>
<th>+1</th>
<th>+2</th>
<th>+3</th>
<th>+4</th>
<th>+5</th>
<th>+6*</th>
<th>&lt;Total Hours Para Time</th>
</tr>
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<tbody>
<tr>
<td>Grades 9-12</td>
<td>168</td>
<td>169</td>
<td>170</td>
<td>171</td>
<td>172</td>
<td>173</td>
<td>174</td>
<td></td>
</tr>
</tbody>
</table>
a. The secondary educator total load trigger is determined every first day of the month by multiplying 28 students by the total number of sections taught.

b. For secondary classrooms grades 6-12, the time allocated will be the higher of what is accumulated from individual class sections or from the total daily load.

c. Any secondary certificated staff on a super contract shall have a maximum total daily load of 28 multiplied by the total number of sections taught.

d. Any “block” class at secondary level shall count as two (2) separate periods for the purpose of workload compensation.

**K-5 Splits and Multi-Age Classes Chart**

Efforts are to be made to fill elementary split assignments voluntarily before involuntarily assigning.

<table>
<thead>
<tr>
<th>Grades</th>
<th>Base</th>
<th>+1 0.5</th>
<th>+2 1.0</th>
<th>+3 1.5</th>
<th>+4 2.0</th>
<th>+5 3.0</th>
<th>+6 4.0</th>
<th>&lt;Total Hours Para Time</th>
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<tr>
<td>K-1</td>
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<td>Grades 3-4</td>
<td>23</td>
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<td></td>
</tr>
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</table>

**Elementary Specialists Chart**

Elementary specialists (currently music, PE, and librarians) who teach the regular teacher’s class, in part to provide preparation time for the regular teacher, shall be eligible for class size assistance in accordance with the same trigger events outlined in the chart in Paragraph A above, provided such assistance shall be allocated on a prorated basis in accordance with the chart below.

Given the comparatively small amounts of overload units that may be generated elementary specialists may accumulate earned overload assistance for use when they deem it appropriate.

<table>
<thead>
<tr>
<th>Number of meets</th>
<th>Over by 1 student</th>
<th>Over by 2 students</th>
<th>Over by 3 student</th>
<th>Over by 4 students</th>
<th>Over by 5 students</th>
<th>Over by 6 students</th>
<th>Over by 7 students</th>
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<tbody>
<tr>
<td>In month</td>
<td>0.5 hr.</td>
<td>0.5 hr.</td>
<td>0.5 hr.</td>
<td>0.5 hr.</td>
<td>1 hr.</td>
<td>1 hr.</td>
<td>1 hr.</td>
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<tr>
<td>Total remedy&gt;&gt;&gt;</td>
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<td>1 hr.</td>
<td>1.5 hr.</td>
<td>2.0 hr.</td>
<td>3 hr.</td>
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<td>5 hr.</td>
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<tr>
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<td>$1.01</td>
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<td>$32.46</td>
<td>$48.69</td>
<td>$64.91</td>
<td>$81.14</td>
</tr>
<tr>
<td>9</td>
<td>$9.13</td>
<td>$18.26</td>
<td>$27.38</td>
<td>$36.52</td>
<td>$54.78</td>
<td>$73.03</td>
<td>$91.29</td>
</tr>
<tr>
<td>10</td>
<td>$10.14</td>
<td>$20.29</td>
<td>$30.42</td>
<td>$40.58</td>
<td>$60.87</td>
<td>$81.15</td>
<td>$101.44</td>
</tr>
</tbody>
</table>
2. Pro-rating:

The above charts are based on the assumption the teachers involved are 1.0 FTE. Teachers at less than a 1.0 FTE will be subject to the “pro-rating” provisions below:

a. **Secondary (6-12) – Total Daily Load**

For the purposes of calculating total daily load student contacts for secondary teachers who have less than a 1.0 FTE assignment the relief will be prorated on the basis of each teacher’s FTE assignment.

b. **Secondary 6-12) - Individual Class Size Sections**

The relief generated by individual class sizes shall be as indicated in the chart above and shall not be pro-rated based on the teacher’s FTE assignment.

c. **Elementary (K-5)**

A teacher who is less than a 1.0 FTE and who teaches an elementary class that is in overload will have their “paraeducator time provided” prorated based on their FTE.

3. **Secondary and Elementary Instrumental Music:**

Upon request of the teacher, paraeducator time equal to the instructional period will be provided for secondary and elementary instrumental classes over 50 students, and secondary choral music classes over 50 students. Teachers in the above positions are not eligible for additional class size assistance provided elsewhere in this section.

4. **Secondary PE Trigger for Overload**

Secondary P.E classes shall be no more than 38 students. Secondary P.E educators shall receive overload pay starting at 39 students. Overload for secondary P.E. instructors will not be calculated based on the Secondary Total Overload Chart.

5. **Options for Class Overloads**

a. **Basic Options**

The first option for overload will be stipend. The amount of the stipend will be determined by a combination of two factors:

a. The amount of equivalent paraeducator time, and

b. The base hourly rate of a paraeducator

In lieu of receiving a stipend per the above, the employee may select paraeducator time or a stipend to be used for the purchase of instructional materials for classroom use. Employees selecting instructional materials shall receive a 10% higher stipend than equivalent remuneration or paraeducator time. Materials purchased are the property of the District and, as such, are subject to all rules and regulations governing publicly funded expenditures. Any single item must be purchased solely with District funds.

b. **Splitting between Options**

For those teachers eligible for a minimum of two hours of paraeducator time in compensation for overload, the individual teacher may choose to split the overload assistance between any two of the three compensation choices as provided by the contract:
a. Employee remuneration  
b. Paraeducator support  
c. Instructional materials  

Paraeducator time or the stipend must be chosen for an entire month. Changes in paraeducator time or the stipend will not be permitted until the beginning of the next month.  

C. Assignment of Students  

The parties recognize that class size and workloads can have an effect upon the educational process as well as the working conditions of employees. To the extent possible, in order to best serve all students’ needs, class assignments shall be equitable among staff and take into consideration the unique characteristics and needs of students. Considerations shall include IEP students, English Learner (EL) students, 504 students, behavior concerns, number of students in each class/section, etc.  

Section 7: Class Size and Workload Assistance –LAP, Title, ELL Special Education, Counselors, Psychologists, and Digital Learning Teachers  

A. Review of Workloads  

LAP, Title, ELL, Special Education, counselors, psychologists, and librarians who believe they have an excessive workload may have a review and fact-finding conducted that will include, but not be limited to, the Student Services administrator and building principals, and designated district level administrators.  

B. Staffing Ratios  

The District shall set staffing ratios for each year of this Agreement as follows:  

Counselors: School counselor positions will be filled by a person with an ESA in School Counseling  
  a) Elementary  
  b) Secondary  

If the actual number of students exceeds the counseling staffing at a school using the ratio above, the District shall within ten school days offer additional FTE to existing part-time counseling staff at the building, if any, and if declined or unavailable, to existing 1.0 FTE counselors up to a total of .4 FTE. At .5 FTE, the District shall add an additional part-time counselor at the building.  

In accordance with RCW 28A.410, the purpose and role of the school counselor is to plan, organize, and deliver a comprehensive school guidance and counseling program that personalizes education and supports, promotes, and enhances the academic, personal, social, and career development of all students, based on the national standards for school counseling programs of the American School Counselor Association.  

Whenever possible, counselors shall not be required to perform ancillary duties that are not a part of their responsibilities as a school counselor based on their job description. This includes, but is not limited to, teaching classes such as elective or academic classes (excluding guidance lessons), and assigning disciplinary consequences, or notifying parents of disciplinary action. School counselors may be involved in interventions for students, including special education students. Any written job description for counselors shall be mutually agreed to by the District and the Association. Counselors will not be required to create the building master schedule.  

During the 2021-2022 school year the Director of Prevention Services will meet with district counselors to develop a counseling model compliant with SB5330. A job description and evaluation tool will be mutually developed and agreed upon with the association.
The District will provide a substitute for a counselor who is out on an extended leave of absence.

**Psychologists:**

975 students to 1 FTE psychologist in K-12 traditional schools

Assignment of school psychologists FTE to buildings shall be determined after consulting with the school psychologists as a group on the unique needs and caseloads of particular buildings.

**Digital Learning:**

500 at K-5 and 1,000 students to 1 FTE Digital Learning at 6-12

**ELL & Title LAP:**

125 students to 1 FTE ELL and 1 FTE Title LAP

100 students to 1 FTE ELL certificated staff in Title 1 comprehensive elementary and secondary schools

Caseloads are inclusive of all levels of ELL students including transitional students.

**C. ELL Workload Stipend**

Employees holding primary assignments of ELL, Title and LAP teachers shall receive a $2,000 annual stipend in recognition of their extra workload requirements due to caseloads, coaching and compliance with state and federal legal requirements. This stipend will be prorated by FTE for less than full time teachers. In addition, teachers working in designated Title 1 schools will receive an additional $1,000 per full time FTE, less than full time teachers will receive a prorated stipend.

**D. ELL Workload and Program Support**

Additionally, in the 2021-2022 school year the Director of Categorical Programs and all certificated ELL staff will form a task force that will be charged with recommending ways to restructure the district-wide ELL model and staffing ratios in order to determine appropriate staffing ratios and instructional model starting in October of the 2021-22 school year. The progress of this task force will be shared out at each monthly Joint Labor and Management Committee. Recommendations resulting from this task force will be brought to the Labor Management Team as a reopener by the end of the 2021-2022 school year to negotiate a workload and staffing model for implementation at the start of the 2022-23 school year.

Starting in the 2022-2023 school year, in order to promote district-wide evidence based best practices for supporting ELL students, building and District leadership staff will meet with Association leadership and building level ELL teachers annually by October 1st to plan the adoption and support for the ELL model.

**E. ELL Professional Development**

The District will ensure that ongoing training in second language acquisition and teaching strategies are provided to all ELL instructional staff.

The District will provide building guiding teams with ongoing training in the ELL early intervention process, second language acquisition, and disproportionality in ELL students qualifying for Special Education Services. The District may provide opportunities for instructional staff to receive training in GLAD, SIOP and/or other agreed upon ELL training.

**F. District Dual Language Program**

**A. Additional Compensation for Workload**

Classroom teachers working at Frank Wagner Elementary within the Dual Language Program shall receive $2,000 annual stipend for each 1.00 FTE in recognition of the additional workload. This stipend will be prorated by FTE for less than full time teachers. In the event Dual Language is adopted into other schools within the District, those individuals working the program will also receive this stipend.

**B. Dual Language Conferences**
In recognition of the number of conferences the Dual Language program completes for both English and Spanish speaking students, Dual Language certificated staff shall receive two (2) additional days to prepare for conference week(s).

C. **Dual Language Curriculum**  
The District will provide age appropriate, bilingual, evidence-based curriculum.

D. **Dual Language Overload**  
Dual Language certificated staff may choose how they would prefer to receive overload according to Section 6.B.5 Options for Class Overload.

<table>
<thead>
<tr>
<th>By Class Sections</th>
<th>Base</th>
<th>+1</th>
<th>+2</th>
<th>+3</th>
<th>+4</th>
<th>+5</th>
<th>+6*</th>
<th>&lt;Total Hours Para Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grades K-5</td>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
<td>31</td>
<td></td>
</tr>
</tbody>
</table>

G. **For Special Education Teachers, Speech Language Pathologists, Physical Therapists, and Occupational Therapists and Psychologist**

District assistance to special education teachers, speech language pathologists, physical therapists, and occupational therapists will be provided in accordance with provisions below.

1. **Assistance Table**

Column descriptions for the table below are as follows:

Column A: This column lists various positions that currently exist in the District.

Column B: This column indicates the minimum paraeducator support to be provided for each 1.0 FTE staff. The support will be prorated based on the employee's FTE if less than 1.0.

Column C: This column indicates the caseload triggers that generate additional caseload relief beyond the minimum allocated per Column B.

Column D: This column indicates the number of hours of caseload relief to be provided in accordance with paragraph C-2 below the table.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Category</strong></td>
<td><strong>Minimum Para educator support</strong></td>
<td><strong>Student Caseload Triggers</strong></td>
<td><strong>Caseload Relief</strong></td>
</tr>
<tr>
<td>Elementary Resource Room</td>
<td>5 hours daily</td>
<td>29</td>
<td>.5 hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>30</td>
<td>1 hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>31</td>
<td>1.5 hrs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>32+</td>
<td>.5 additional hr. per student over 28</td>
</tr>
<tr>
<td>Secondary Resource Room</td>
<td>5 hours daily</td>
<td>29</td>
<td>.5 hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>30</td>
<td>1 hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>31</td>
<td>1.5 hrs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>32+</td>
<td>.5 additional hr. per student over 28</td>
</tr>
<tr>
<td><strong>Life Skills</strong></td>
<td>2 (6.5 hour paras daily, if the number of students go below five (5) the case manager will meet with the Chief Student Services Officer to determine staffing needs.)</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 hr.</td>
<td>2 hrs.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Developmental Preschool</strong></th>
<th>3.25 hours per session</th>
<th>11</th>
<th>12</th>
<th>13</th>
<th>14+</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 hr.</td>
<td>2 hrs.</td>
<td>3 hrs.</td>
<td>1 additional hr. per student over 13 per session</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>PBS (Positive Behavioral Support)</strong></th>
<th>2 (6.5 hour paras daily, if the number of students go below five (5) the case manager will meet with the Chief Student Services Officer to determine staffing needs.)</th>
<th>11</th>
<th>12</th>
<th>13</th>
<th>14+</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 hr.</td>
<td>1.5 hrs.</td>
<td>2 hrs.</td>
<td>1/2 additional hr. per student over 13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Physical &amp; Occupational Therapists</strong></th>
<th>2021-22 35-37 38</th>
<th>2022-23 34-36 37</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 hr.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Speech Language Pathologists</strong></th>
<th>2021-2022 SY 49-51 52-54 55-57 58+</th>
<th>2023-2024 SY 47-49 50-52 53-55 56+</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Community Based Programs (CBP)</strong></th>
<th>2 (6.5 hour paras daily, if the number of students go below five (5) the case manager will meet with the Chief Student Services Officer to determine staffing needs.)</th>
<th>11</th>
<th>12</th>
<th>13</th>
<th>14+</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 hr.</td>
<td>2 hrs.</td>
<td>3 hrs.</td>
<td>.5 hrs. per student over 13</td>
</tr>
</tbody>
</table>

SLPs assigned to preschool assessment will have their caseload prorated based on amount of FTE assigned to direct service of students’ IEPs in buildings. FTE assigned to preschool assessment will be reviewed and adjusted as necessary quarterly. Example: if assigned .800 FTE to buildings for serving IEPs, FTE caseload goal would be 40 (.8 x 50) and would entitle overload relief when caseload numbers reach 41.

It is recognized that the programming needs for students with disabilities varies from school to school and that additional staffing may be merited based on students' and schools' unique needs. The design and implementation of program interventions will be under the direction of the certificated teacher for all special education programs. If alternative special education programs are in place at a school, those programs will be reviewed in collaboration with special education staff, District BCBA and the Chief Student Services Officer or Designee and a report of recommendations will be made to the Joint Labor Management Committee prior to December 17, 2021. In the event the recommendations to the Joint Labor Management Committee results in a change in working conditions, the parties agree to meet and negotiate the impacts.
2. **Implementation of Caseload Relief**

Caseload relief per the Assistance Table above will be implemented no later than ten school days after the first of each month. The administration shall insure regular monitoring of caseloads so that for any overload that is triggered the employee will be notified in writing of their eligibility for overload. The relief option shall be assumed to be compensation unless the employee within three (3) workdays of receipt of the eligibility notice submits a written request for a different option as provided below by the Assistance Table. The intent of this process is to insure appropriate administrative monitoring of caseloads and also to place the responsibility of the initial identification of overload and initiation of the relief process on the administration rather than the employee.

a. **Basic Options**

The first option for overload will be stipend. The amount of the stipend will be determined by a combination of two factors:

1. The amount of equivalent paraeducator time, and
2. The base hourly rate of a paraeducator

In lieu of receiving a stipend per the above, the employee may select paraeducator time or a stipend to be used for the purchase of instructional materials for classroom use. Employees selecting instructional materials shall receive a 10% higher stipend than equivalent remuneration or paraeducator time. Materials purchased are the property of the District and, as such, are subject to all rules and regulations governing publicly funded expenditures. Any single item must be purchased solely with District funds.

b. **Splitting between Options**

For those teachers eligible for a minimum of two hours of paraeducator time in compensation for overload, the individual teacher may choose to split the overload assistance between any two of the three compensation choices as provided by the contract:

1. Employee remuneration
2. Paraeducator support
3. Instructional materials

Paraeducator time or the stipend must be chosen for an entire month. Changes in paraeducator time or the stipend will not be permitted until the beginning of the next month.

c. **When Staffed Beyond Minimum**

If an employee assigned to Life Skills, Developmental Preschool, TTRI, or PBS has been assigned an amount of para time in excess of column B in the table above, the excess will be included in any overload relief determinations.

d. **Pro-rating Based on FTE**

The ratios above are based on students to one full-time teacher. Para-professional support and stipend amounts will be pro-rated based on a particular teacher’s part-time FTE.

e. **Allocation of Para-professional Time**

The para-professional hours are allocated for providing direct instructional and therapy services to students with disabilities. The case manager IEP teacher will work closely with the school principal to schedule assigned para-professionals and supervise the implementation of planned IEP services.
3. **Special Education Support**

Employees holding positions described in the above table and psychologists shall receive a $1,700 annual stipend in recognition of their extra workload requirements due to caseloads, IEP preparation, conferencing, and compliance with state and federal legal requirements. This stipend will be prorated by FTE and/or assignment in special education.

Employees, regardless of whether identified in the table above, responsible for the actual preparation and writing of annual and/or initial Individual Education Plans (IEPs) shall be compensated at the hourly rate in accordance with the following formula:

- 1–20 IEPs: 21 hours
- 21-27 IEPs: 28 hours
- 28-35 IEPs: 35 hours
- 36 + IEPs: Add one additional hour of compensation for every IEP over 35

It was the practice in implementing the above paragraph in past years that some employees who were not the case manager (i.e., were not the person “responsible for the actual preparation and writing of” the IEPs), but had some input into the IEP process, received compensation for their full caseload. Effective in 2006-07 this practice will cease and only the actual case manager will be eligible for the compensation in accordance with the scale above. However, employees who received such compensation based on the past practice during the 2005-06 school year, shall continue to be eligible to receive compensation in accordance with the past practice so long as they remain employees in the District.

High needs programs (SLC, PBS, CBP, Developmental Pre-K) require additional documentation and assessment, some require behavior intervention plans, or Emergency Response Plans therefore one (1) SLC, PBS, CBP, Developmental Pre-K IEPs will count as two (2) IEPs for compensation.

Documentation for time worked shall be recorded on the “IEP Documentation of Compensation” form available on the District’s website.

4. **Special Education Review**

During the 2021-22 school year, a task force comprised of representatives of special education teachers and the Chief Student Services Officer or designee will study how students and service delivery model options are reflected on special education teacher caseloads. The task force will report and make recommendations to the Joint Labor Management Committee prior to the end of the 2021-2022 school year. The District and the Association will meet to negotiate the associated working impacts and implementation timelines as needed. Financial implications will be considered during the annual budget development cycle.

5. **Special Education Job Description Review**

All special education job descriptions will be reviewed in collaboration with special education staff, the Association and Chief Student Services Officer or designee and revised as necessary to ensure job descriptions properly reflect the job responsibilities of each unique special education position. Additionally, if this process identifies additional unmet needs, the creation of new job classifications will be addressed through Joint Labor Management Committee.

6. **SLP/OT/PT Delivery Method**

During the 2021-22 school year, the SLP/OT/PT service delivery model will be reviewed with the Chief Student Services Officer or designee and the Special Education Advisory Committee. Other delivery methods such as the 3:1 workload model will be studied and implemented if determined to be a more beneficial model for students and staff. Results of review and recommendations will be made to the Joint...
Labor Management Committee. The District and the Association will meet to negotiate the associated impacts correlated to implementation.

7. **Special Education Workload:**

Subsequent to the monthly enrollment and/or unit report, whenever there is work load concern for the special education employee(s), the District will specifically evaluate the situation, and within ten (10) school days, take the appropriate action to give relief to the employee(s) affected.

It is agreed that a caseload that is slightly fewer than the “base case load cap” established for each category shall not be the sole measure to determine how an employee’s workload will be evaluated. The Chief Student Services Officer will have the authority to allocate additional paraeducator time beyond what is specifically outlined in this section. Such additional paraeducator time will be allocated based on a review of the specific needs that justify such additional time.

8. **Time for Special Education Compliance**

In order to address the unique workload concerns and the necessary IEP compliance time for of employees in special education programs, each certificated special education staff member will be given an additional supplementary contract for six (6) days at the individuals per diem rate. Less than full time employees will receive a prorated stipend based on their individual FTE.

In recognition of the increased workload demands at the beginning and end of the school year and necessary compliance time needed, school psychologists will have a supplemental contract for four (4) additional work days at the individual per diem rate for the first two years of the duration of this CBA and five (5) additional work days in the third year of this CBA to complete work tasks that are necessary for the preparation of the school year as well as closing out the school year.

9. **Special Education and Inclusion**

As schools continue to transition to more inclusive special education services, staff professional development for general education and special education staff will occur. Buildings with multiple special education teachers may assign a special education teacher within their building allocation to be available to general and special education staff to mentor and develop building wide inclusion practices provided the needs of all students on IEPs continue to be met. This teacher will receive professional development training opportunities and will be assigned in collaboration with the building principal. The special education teacher serving this role will maintain a full caseload while serving in this role.

As the District continues to expand its continuum of special education services, including inclusive practices, the District will identify and provide appropriate professional development opportunities to ensure the success of services for students with special needs. Additionally, appropriate materials, resources, and staffing will be provided to enable the special education and general education staff to be successful.

10. **Assignment of Special Education Students**

When students with disabilities are assigned to general education classes, it will be done in an equitable manner, with special consideration for the nature and extent of the disability, so that no single general education teacher’s class is impacted with a greater number of said students when there are other alternative assignments that could be made. In the spring of each year, students will be equitably placed among the general education teachers at each school for the following year. This understanding does not preclude a building team utilizing an inclusive delivery model, where students with disabilities are centrally assigned, and resources allocated. The team shall include all staff directly impacted by the decision.
11. **Role of General Education Teacher**

The general education teacher of the student, is as a member of the IEP team, and shall participate and/or give input in the development of the IEP including the determination of appropriate behavioral supports, supplementary aids and services, program modifications and specially designed instruction. The general education teacher and the special education teacher work as a team to make decisions regarding the child’s program. They hold joint responsibility to assist the student in achieving his/her IEP goals and objectives. General education teachers shall not be responsible for writing the Individual Education Plans (IEPs).

12. **Notification and Receiving Special Education Students**

1. During the school year, any placement of a known student with a disability into a general education classroom must involve notification of the receiving teacher.

2. When possible, all newly enrolled students with disabilities will be equitably apportioned among the general education teachers.

3. When possible, every effort will be made to obtain background information on new students before assigning students to a classroom/schedule if the IEP team has not met with the teacher to develop an appropriate IEP. This information shall include the following:
   - Overall academic levels;
   - Nature of disability and any related information;
   - Supplementary aids and services to be provided;
   - Procedure to obtain special education records; and/or
   - Any related information on a need-to-know basis.

13. **IEP Meeting Support**

IEPs will be prepared consistent with the District-sponsored Special Education Procedures that are aligned with Washington State standards, state WACs and federal code. If an IEP team is not able to reach consensus or if additional information is brought forth after the IEP meeting was completed, the IEP team will reconvene to review the data and ensure all team members have an opportunity to give input regarding the programming needs of the student. Determinations of a student’s programming needs must be made within the context of an IEP team meeting.

14. **Medicaid Billing Licensure**

If any member acquires the licensure for Medicaid billing while employed with the District, the District will reimburse him/her for their state licensure fees. Funds generated from the billing and recording of Medicaid shall be returned to the Special Education budget.

15. **Medicaid Billing Support**

Specialists who provide services for students who are Medicaid eligible, will complete the paperwork for Medicaid eligible services and shall receive a year end stipend of five hundred dollars ($500).

16. **Scheduling and Use of Paraeducator Hours**

a. The paraeducator hours are allocated to the special education program model in support of the needs of special education students. After collaboration with the building admin and building Special Services department’s paraeducator hours will be assigned within the building to support students.

b. Coverage for paraeducators hours: By October 15th, the building administrator and/or designee and the SAT will meet to develop a plan for coverage when paraeducator hours are unavailable,
and no substitutes are available. Unless in an emergency situation paraeducator hours shall not be taken from high-needs special education programs.

17. **IEP Support/Decision Making**

On early release Fridays, SPED and OT/PT/SLP/Psych may be released from district or building trainings in joint collaboration with the principal/supervisor in order to use the time to support IEP development.

18. **Special Education Curriculum**

In collaboration with Special Education staff, the District will provide SLP, OT, PT, psychologist and classroom teachers in the Special Education Department age appropriate, evidence-based curriculum.

19. **Special Education “Moving Up” Process**

Each building will be allocated the equivalent of one (1) release day for the implementation and completion of the “Moving Up” process.

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**Section 8: English Teacher**

Secondary English teachers (grades 6-12) shall be additionally compensated $1,298 prorated on the number of sections of English taught per semester. For example, one (1) section per semester would equal one-tenth (.10) of the $1,298 or $129.80, and a two-hour block class is equal to one (1) English class. This additional compensation is in recognition of additional time connected with the evaluation of student work.

In lieu of receiving the above stipend, secondary English teachers may voluntarily enter into a program by which student written work is electronically scored and evaluated. The District intends to make this program available during the full term of this Agreement.

**Section 9: Mentor Program**

A. **General Provisions**

A peer-mentoring program (“Program”) is established to assist new teachers and improve the quality of instruction in the District. The Program shall operate consistently with the terms of the Memorandum of Understanding (“MOU”) regarding Peer Mentor Program that is referred to herein and incorporated by reference herein. Mentors under this Section shall include, but not be limited to, Teachers on Special Assignment (TOSA) who serve in a mentoring role.

B. **Duration of Mentor Assignment**

Employees chosen to be mentors may fulfill this role for three (3) consecutive school years, provided that after the three (3) years, the position will be posted. Nothing will preclude the current mentor who has served for three (3) consecutive years from applying again for the position. Mentors shall have the right to return to their prior position or a comparable position from the level, i.e., secondary or elementary, of their prior position.

C. **New Employees Assigned a Mentor**

All new first and second year teachers shall be assigned a mentor TOSA. Assistance provided by a mentor shall not be included in the final evaluation of an employee and shall not be used as a basis for nonrenewal. In addition, beginning new teachers with zero years’ experience will have additional in-building support.

The building mentor will receive a stipend of $1000. Building mentors will participate in the Beginning Educator Support Team (BEST) grant including Mentor Academies and local Mentor Roundtable collaboration. Stipend availability is contingent upon ongoing BEST grant funding. Parties agree to renegotiate this section pending the loss of any grant funding.
D. Assistance for Performance Difficulties

At the mutual request of an experienced employee and his/her program or building administrator, a mentor may provide assistance to an employee that is having difficulties in the performance of his/her professional duties or an employee on a plan of improvement. A mentor will not have evaluation responsibilities nor provide input into the evaluation process. Assistance provided by, or information available from a mentor shall not in any way be considered in the evaluation of an employee and shall not be used as a basis for nonrenewal.

E. Probation Assistance

The District will not assign mentors to employees on probation. An employee on probation may, however, request the assistance of a mentor consistent with the provision of Article IX, Section 1 (E) (9) (h).

Section 10: TOSAs (Teachers on Special Assignment)

The District shall determine the need for teacher leadership to provide instructional support for any content area or program. All TOSA positions will be posted and open to all qualified applicants. Employees chosen to be TOSAs shall fulfill this role until either the TOSA requests a return to the classroom, there is a mutually agreed upon decision for the TOSA to return to the classroom, the district determines there is no longer a need for instructional support in that content area or program, or it has been five years since the TOSA has last been in a classroom or has provided direct services to students, at least part time. TOSAs shall have the right to return to their prior position or a comparable position from the level, i.e., secondary or elementary, of their prior position.

Employees chosen to be TOSAs may fulfill this role for five (5) consecutive school years, provided that after the five (5) years, the TOSA return to the classroom or provides direct services to students, at least part time. Nothing will preclude the current TOSA who has served for five (5) consecutive years from applying again for the position after being in the classroom or has provided direct services to students, at least part time, for one year. Seniority and transfer provisions are not applicable in filling TOSA positions.

Athletic Director

When a bargaining unit member is employed as the Athletic Director at the High school, they will receive two (2) planning periods per day to perform their AD position duties.

The Athletic Director will be able to utilize current building administrative office support for the athletic program. Athletic directors shall be allowed to flex their daily work schedules when teams or individual students participate in competitions after the completion of the WESCO competition or culminating event. When doing so, the total amount of daily work time will remain the same each day, supervisors must be notified in advance, and the needs of students and their families must be met.

Section 11: ASB Director

Each comprehensive high school shall be staffed with a minimum .5 FTE ASB Coordinator with extended days and the stipend. ASB Coordinators will receive one additional planning period within their contracted day to perform their position duties. Extended days will be assigned on an FTE/prorated basis, but not limited to, the following:

- Leadership camp/training
- Homecoming prep
- Back to school/welcome to building prep
- School Climate/Culture (staff and student)
- Leadership breakfast
- District/WESCO/WACA meeting/conferences
- Graduation
- Club advisor training
- School Committees
**Section 12: Alternative Programs**

The District supports a variety of alternative programs to meet the needs of parents and students. These programs are staffed by certificated employees under this Agreement. All provisions of this Agreement apply to these employees who staff these alternative programs except where designated below.

**A. Leaders in Learning**

This secondary Alternative Learning Experiences (ALE) program provides for the educational needs of accepted students not traditionally well served in a comprehensive school model. Leaders in Learning (LIL) operating under the Alternative Learning Rules in RCW 28A.232 and WAC 392-550.

While Leaders in Learning High School may be co-located with another district program depending on the year, as an ALE the school may not follow the District calendar and may have different daily schedules. The yearly calendar will be made in collaboration with Leaders in Learning staff, the Association and District leadership. In the event schedules or program delivery change, the District and the Association will meet to negotiate the impacts.

Students enrolled in this alternative high school are not scheduled by periods. Some students come in the a.m., some come in the p.m., and others move in and out based upon work schedules and credits needed. An evening session is also available.

Leaders in Learning currently operates in a facility that does not accommodate student enrollment over 200 FTE except for exceptional circumstances for short time periods. Though no specific overload relief is provided by this Agreement, it is acknowledged that relief has been provided in prior years. An employee or employees at Leaders in Learning may request overload consideration to the LMC if the student to staff ratio is believed to be inadequate or other circumstances gives cause for such a request.

**B. Sky Valley Education Center**

This program provides for the educational needs of Kindergarten through 12th graders as a parent partnership under the rules of alternative education. Sky Valley Education Center does not follow the District calendar, scheduling staff development opportunities at different times and has a different start and end to the school year.

**Caseload Relief**

**K-12 by Total Load Chart**

<table>
<thead>
<tr>
<th>By Total Load</th>
<th>Base</th>
<th>0.25</th>
<th>0.50</th>
<th>0.75</th>
<th>1.00</th>
<th>1.25</th>
<th>1.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grades K-12</td>
<td>140</td>
<td>141</td>
<td>142</td>
<td>143</td>
<td>144</td>
<td>145</td>
<td>146</td>
</tr>
</tbody>
</table>

Options for Class Overloads

a. **Basic Options**

The first option for overload will be stipend. The amount of the stipend will be determined by a combination of two factors:

1. The base hourly rate of a paraeducator

2. In lieu of receiving a stipend per the above, the employee may select a stipend to be used for the purchase of instructional materials for classroom use. Employees selecting instructional materials shall receive a 10% higher stipend than equivalent remuneration or paraeducator time. Materials purchased are the
property of the District and, as such, are subject to all rules and regulations governing publicly funded expenditures. Any single item must be purchased solely with District funds.

**Section 13: Student Assessment Testing**

**A. General**

The use of standardized and classroom-based (formative) assessments have increased in recent years. Though the results of such assessments should be helpful in making instructional and curricular decisions, the administration, scoring, and analysis of such assessments/tests can have a significant impact on the workload of employees.

Student scores on assessments can be one important indicator of academic progress when considered with other forms of daily classroom progress as monitored by employees. Employees and administrators shall work cooperatively to evaluate student assessment results. Employees shall evaluate and analyze student assessment results to improve instruction or assist any student(s) in his/her educational progress. Student assessments are an appropriate form of feedback; however, assessment results should not be used as part of teacher evaluation process, aside from TPEP.

**B. State and District Assessments**

A “District Assessment Matrix” for 2018-19 is included in Appendix L.

1. **State Assessments**

   The District intends to comply with all required national and state assessments, providing as much central support for the administration and analysis of the assessments as possible. This includes any assessments required for special programs like Title I, LAP, and ELL. The building assessment coordinator will not be a counselor.

2. **District Assessments**

   a. The District has developed assessments or selected some standardized tests closely aligned to the approved curriculum to more accurately reflect student progress and to provide additional information besides SBAC/EOC data.

   b. The areas assessed are reading, writing, and math at all three levels. Central support for administering, scoring, collecting data, and providing aggregated data results back to teachers is provided.

   c. The District will publish a District assessment calendar each year for each level which will clearly state the areas to be assessed, the assessments used, and administration dates.

   d. For the initial first grade administration of the F&P assessment (BAS) buildings shall work collaboratively with the teachers to provide coordinated classroom support during the assessment process.

**C. Review through Labor Management Committee**

By June 1 during each school year the Labor Management Committee will review what assessment testing is being done in the District and the workload impact stemming from the use of standardized and classroom-based assessments. By mutual agreement the parties may enter into agreements, including, but not limited to, amendments to this Agreement during its term, that are designed to address any such workload issues.

**D. Grading and Reporting**

Report cards will be issued K-12 twice a year, at the end of the first semester and at the end of the school year. Teachers will share progress at fall conferences. Additionally, elementary teachers will conduct spring conferences for their students. It is understood that the sixth-grade exploratory wheel will be graded on a quarterly basis.
**Section 14: Professional Certification Support**

The district encourages teachers pursuing National Board teaching certification and supports teachers retaining their professional certification.

A National Board candidate may determine whether to utilize (a) up to ten (10) hours of cohort support for certification or recertification at the curriculum rate for after school meetings or (b) one (1) additional personal day per year approved by Human Resources and up to three (3) hours of cohort support. Equipment such as cameras/recording equipment necessary for the application will be provided by the district as needed and/or available.

**Section 15: WaKIDS Support**

1. **WaKIDS Support**

Schools participating in the Kindergarten Inventory of Developing Skills (WaKIDS) will have the following conditions of employment:

   A. **Alternative Work Year**
      1. Teachers will be compensated for one additional day at the start of the school year at their per diem rate for the purpose of WaKIDS Family Connection Meetings (parent/guardian).
      2. The first three (3) student days shall be used to hold Family Connection Meetings with parents/guardians and their child.
         a. Support will be provided to assist with conference scheduling and preparation.
         b. Scheduling of the conferences will be at the discretion of the kindergarten teacher.
         c. Paraeducator support will be provided for Family Connection Meeting days

   B. **Support per district determined testing session:**
      1. Kindergarten teachers shall be provided three (3) hours at their per diem for the purpose of planning, scheduling conferences, collaborating, and inputting observational data for each required administration of WaKIDS testing.
      2. Specialized program teachers who serve kindergarten students will be provided four (4.0) hours at per diem rate to conduct family connection conferences and to complete data entry.

2. **WA AIM**

Teachers shall be provided five (5) hours at their per diem for the purpose of planning, scheduling and administering WA AIM Assessments.

3. **WIDA**
   a. WIDA building plans will be developed in consultation with ELL instructional staff and will be submitted to the District Assessment Coordinator. WIDA building plans will include a plan for space for administering tests, and a plan for staffing the administration of the tests.
   b. If a teacher is required to give up their planning time to administer an WIDA assessment, they will be paid for the loss of planning time at the per diem rate. Teachers shall be provided three (3) hours at their per diem for the purpose of planning, scheduling and administering WIDA Assessments.

**Section 16: CPR / First Aid Training**

All required First Aid/ CPR training shall be paid at the curriculum rate of pay if after the normal workday.
Section 17: Inclusive Diversity

The District in collaboration with the Association shall create a diversity and equity committee during the 2021-2022 school year for the purpose of creating an inclusive environment that supports all students, staff and improves our cultural and diversity competency.
ARTICLE IX - EVALUATION

Section 1: Procedure for Evaluation

A. Building Meeting on Procedure

Prior to the beginning of the evaluation process, a building level group meeting with the evaluator and employees will take place to explain the procedure and forms to be used in the evaluation process.

B. Evaluator

The evaluator will be designated as the principal, or his or her designee, which may include any District level administrator. An employee shall have the right to request through the Association to the Executive Director for Human Resources a different evaluator than the one that is initially assigned. If a request is made by the end of the first semester, the change of evaluator will be granted whenever possible. If the request is made after that date the Association President and/or designee and District will meet to discuss options for the employee.

C. Extension of Time Limits

When a time limit contained in this Article ends on a non-contract day, or upon the absence of the employee or the evaluator, the time limit shall be extended to the next day.

D. Basic Evaluation Procedures

An evaluation shall be conducted in accordance with the following:

1. Based on Criteria and Indicators

   Evaluations shall be based only on the appropriate criteria and indicators outlined in Appendix E.

2. Required Observations

   There shall be at least two (2) prearranged observations of each evaluatee, and at least one (1) of the evaluation observations will be at least twenty (20) minutes in length. Total observation time for an employee shall be at least sixty (60) minutes, with a total of at least thirty (30) minutes for new employees within ninety (90) days of active employment.

3. If Assigned to Multiple Buildings

   Employees working in more than one (1) building shall in no case undergo more than one annual evaluation process; PROVIDED, however, that the administrators supervising the employee may both observe the employee, hold post-observation conferences, and share information prior to the writing of the final evaluation by one of the administrators.

4. Goals

   Instructional and professional goals shall be mutually developed and planned by the evaluator and employee prior to the first observation cycle at a planning conference. Such goals are to be based on the established evaluation criteria. Any such goals shall be based on measurable and/or quantifiable objectives. The form to be used for this goal setting is found in Appendix H-2.

5. Pre-observation Conference

   A pre-observation conference shall be held before the first observation and before any other formal observation is conducted. At said conference, the evaluator and employee should discuss the evaluation process and data collection methods for the criteria to be observed by the evaluator. The form to be used for these conferences is found in Appendix H-3.
6. **Post-observation Conference**

A post-observation review conference between the employee and evaluator will be held within a week of each observation, with follow-up conferences as agreed.

7. **Documentation of Observations**

The evaluator will promptly document all such observations in writing. The form found in Appendix H-4 may be used for this purpose or, alternatively, the documentation may be the notes taken by the evaluator during the observation. The evaluator will review the observation documentation with the employee during the post-observation conference. Following the post-observation conference, a written summary (form found in Appendix H-5) of the post-observation conference will be provided to the employee within five (5) days after said conference. The employee shall have the right to affix a written statement to any such observation and/or post-observation conference forms or documents. These forms or documents shall serve as work sheets for the subsequent completion of the annual evaluation report.

8. **Additional Observations**

Observations, other than those required above, may be held at any time during the performance of assigned duties, PROVIDED that such observations must be based upon the evaluation criteria and indicators outlined below, and must be documented in the same manner as provided in paragraph E-7, above. Such additional observations may be conducted at the discretion of the evaluator or may be prearranged by mutual agreement. If there is an area of concern based upon such informal observation, the employee shall be notified in writing within ten (10) days. If not notified in writing within ten (10) days, the informal observation may not be used in any way as part of the employee’s performance evaluation. At employee request, there shall be a meeting within five (5) days following any informal observation.

9. **Pre-requisites for Unsatisfactory Evaluation**

An overall "unsatisfactory" may not be included in the final evaluation of an employee unless the concern(s) has been previously presented to the employee in writing, and suggestions for improvement indicated.

10. **Annual Evaluation Report and Conference**

The annual evaluation report (Appendix H-6 or H-7) and annual evaluation conference must be completed for all employees no later than ten (10) school days before the end of any school year. For employees placed on probation, the annual evaluation report and conference will be completed at the termination of the probationary period. The annual evaluation conference may, at the discretion of the evaluator, be held in conjunction with the second required post-observation conference. This annual conference shall be for the purpose of reviewing the year and the employee’s annual evaluation report. No negative statement may be included in the annual evaluation report unless the concern(s) has been previously presented to the employee, in writing, and suggestions for improvement have been discussed. All comments, if not based on the evaluator’s direct observation, the conferences, or the review of records shall be based upon factual information furnished to the evaluator.

11. **Copies of Annual Evaluation Report**

Within ten (10) days following the annual evaluation conference, the evaluator shall deliver to the employee an original and two (2) copies of the final annual evaluation report (Appendix H-6 or H-7). The employee shall have the right to affix written comments to the annual evaluation report and return the original and the first copy to the evaluator. The employee’s signature does not necessarily indicate agreement or disagreement with the evaluation. The completed annual evaluation form and observation forms shall be filed in the employee’s personnel file.
12. **Forms**

   Evaluation forms used in the annual evaluation process shall be shared with employees in accordance with the provisions of Article IX, Section 1, Paragraph A.

E. **Probation**

When deficiencies and/or unsatisfactory performance are noted, the following procedures shall be followed if the certificated employee is to be placed on probation:

1. **Completion of Observations and Conferences**

   All required observations and post-observation conferences must have been completed before any employee may be placed on probation.

2. **Superintendent’s Decision**

   The Superintendent shall place the employee on probation pursuant to statute. Notice thereof shall set forth the areas of deficiencies along with a reasonable program for improvement.

3. **Probationary Period and Purpose**

   A probationary period shall be established after October 15. The probationary period shall be sixty (60) school days and shall end no later than May 1. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in areas of deficiency.

4. **Program for Improvement**

   The program for improvement shall include a description of what performance standards of the employee will be acceptable to remediate the deficiencies, suggestions for achieving the performance standards, and such other matters as the evaluator deems appropriate.

5. **Evaluator**

   The original evaluator who recommended probation of the employee shall continue to be the evaluator during the probation period. During the probation period, the employee may not be transferred from the supervision of the original evaluator.

6. **Additional Evaluator**

   The evaluator may authorize one (1) additional certificated employee outside of the bargaining unit represented by the Association to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.

7. **Observations by Others**

   A probationer may schedule observations by other bargaining unit members or by outside education experts for the purpose of recommending improvement of instruction during the probationary period. Within a month of the probation notice, the probationer and the District shall develop separate or joint list(s) of those who could assist in observation; the probationer and District shall meet in an effort to agree mutually on any expert(s) to help in the procedure. If agreed upon, the District shall pay expenses associated with any outside observer. The probationer retains the right to schedule peer evaluation or outside experts should mutual consensus not occur.

8. **Evaluator and Employee Meetings**
During the probationary period, the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee, with a copy given to the employee.

9. **Removal from Probation**

The probationer may be removed from probation if he or she has demonstrated improvement to the satisfaction of the principal in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her improvement program. Lack of necessary improvement during the established probationary period as specifically documented, in writing, with notification to the probationer, shall constitute grounds for a finding of probable cause under State law.

10. **Option to Remove from Assignment**

Immediately following the completion of a probationary period that does not produce performance changes detailed in the superintendent’s initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee’s compensation or benefits for the remainder of the employee’s contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

11. **Determination of Nonrenewal**

Any determination that the employment contract of an employee should not be renewed for the next ensuing term shall be made in conformity with statutory requirements.

12. **Appeal Rights**

Only a claim regarding the procedural requirements of the evaluation process shall be subject to the grievance procedure except in cases when a continuing contract employee is non-renewed for performance reasons. In that event, the employee so affected will have the option of appealing through the grievance procedure contained in this Agreement or through applicable appeal procedures provided in current or subsequent state statutes. Such an employee must provide written notification of the appeal procedure selected in accordance with the grievance timelines herein or within the timeline provided by the statutory procedure. A provisional contract employee non-renewed for performance reasons may only appeal as provided by statute.

**F. Short Form Alternative**

The District will implement the short form evaluation process per RCW 28A.405.100. All relevant portions of Article IX shall apply to this process except those specifically altered by the regulations in this RCW. The key components of the short form process are as follows:

1. **Eligibility**

An employee must have four (4) years of satisfactory evaluations via the regular evaluation process to be eligible for the short form process.

2. **Short Form Components**

a. The short form of evaluation shall include one of the following as chosen by the employee:

   (1) A 30 minute observation during the school year with a written summary per paragraph E-7 herein.
(2) A final annual written evaluation using Appendix H-6 or H-7 herein and based on the criteria included in Appendix H-6 or H-7 herein and at least two (2) observation periods during the school year totaling at least 60 minutes without a written summary of such observations being prepared.

(3) A final annual written evaluation using Appendix H-6 or H-7 herein and based on the criteria included in Appendix H-6 or H-7 herein and an accumulative total of sixty (60) minutes of walk-through observations without a written summary of such observations being prepared.

The observation or evaluation reports required above shall also be accompanied with a completed form found in Appendix H-8 herein.

3. Return to Regular Process

The regular evaluation process shall be followed at least once every three (3) years unless this time is extended by agreement between the District and Association. The employee or evaluator may require that the regular evaluation process be conducted in any given school year.

4. Limitation on Short Form

The short form evaluation process may not be used as a basis for determining that an employee’s work is unsatisfactory or as probable cause for the non-renewal of an employee’s contract.

G. Professional Growth Plan Alternative

This Article has thus far described two evaluation options, i.e. the regular process commonly referred to as the “long form” essentially described by Paragraphs D 1-12, and what is referred to as the “short form” process, referenced in Paragraph F. This Paragraph G describes a third option, the Professional Growth Plan (PGP). Employees are encouraged, but shall not be required, to participate in a Professional Growth Plan as described below:

1. Definition

A Professional Growth Plan (PGP) is a form of personal evaluation in which the emphasis is on enhancements and improvements in job related skills, techniques, and abilities.

2. Eligibility

All employees who have achieved four (4) consecutive years of satisfactory evaluations under Article IX herein, and who could be scheduled for the short form evaluation process, may voluntarily elect to complete a Professional Growth Plan in lieu of receiving a short form evaluation.

3. Development of a Professional Growth Plan

a. No later than November 1, an employee desiring to utilize the Professional Growth Plan option shall arrange a conference with his/her building principal/supervisor responsible for the employee’s evaluation to discuss the plan and any assistance or recommendations which the supervisor may offer. A suggested “planning worksheet” is found in Appendix H-9.

b. Needs – one (1) or more of the following sources of information shall be used by the employee in determining the PGP:

   (1) Peer review and evaluation
   (2) Input by parents
   (3) Input by students
   (4) Personal and/or professional goals
   (5) School District goals
(6) Building goals
(7) Self-assessment
(8) Personal academic records, and
(9) School District observations and evaluations

c. Goals of the PGP shall address one or more of the following areas:

(1) Instructional goals
(2) Student goals
(3) Program/curriculum goals
(4) Personal/professional goals
(5) Other goals

d. Activities and timelines to accomplish goals should be included in the PGP.
e. The PGP should identify District resources and assistance needed to accomplish goals.

4. Plan Implementation

Following the establishment of the PGP, the employee will take primary responsibility for monitoring his/her own progress with respect to achieving the goals outlined in the plan. The employee is encouraged to share progress with other professional colleagues who would be able to provide support and assistance in achieving the growth plan goals.

5. Relation to Evaluation

It is expected that employees participating in the PGP option will make good faith efforts toward achieving established goals. However, there shall be no consequences if an employee does not achieve the stated goals.

A PGP shall not be used in any way whatsoever in the regular evaluation process, nor as a basis for determining that an employee’s work is unsatisfactory, nor as probable cause for the non-renewal of an employee’s contract under state law.

If the employee or the supervisor believes that the employee should not be on the PGP option, but should be placed on the long form cycle after the year has progressed, a joint decision must be made no later than February 1. If after an additional thirty (30) days, the supervisor believes the employee should be on the long form cycle, the supervisor must notify the employee in writing of the reasons for this decision by March 1.

6. Materials and Records

Materials, records, and portfolios expressly developed as a result of an employee’s participation in a Professional Growth Plan shall be the property of the employee and shall not be retained in the employee’s personnel file or used by the District in its evaluation of the employee.

7. End of Year Report

By June 1, the employee shall self-evaluate the progress which has been made and provide information to his/her building principal/supervisor as to the results.

Without the written consent of the employee, the only reference to the PGP in the personnel folder shall be a form, Appendix H-10 herein, jointly completed and signed by the principal/supervisor and employee verifying completion of the Professional Growth Option Plan.
Section 2: Evaluation Criteria

The evaluation criteria herein set forth on the forms found in Appendix H-6 and H-7 herein shall be utilized by the evaluator in performing the annual evaluation of each employee. The indicators listed below each criterion are guides intended to assist the evaluator in judging whether the employee is meeting the criteria. The evaluator shall decide which indicator(s) are appropriate for the particular employee being evaluated. The evaluator shall be limited to those criteria and indicators contained on the forms. Any observation or evaluation form used by the evaluator in the implementation of this Article shall call for the use of narrative comments which refer all observations and evaluations made to the criteria and indicators included on the forms in Appendix H-6 and H-7.

Section 3: Teacher/Principal Evaluation Program

Teacher/Principal Evaluation Program (TPEP) for Certificated Classroom Teachers

Section 4: General Provisions

A. Evaluation Principles and Purpose

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 “(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in 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.”

B. Applicability

This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction and grades for students. The term “classroom teachers” does not include ESAs, counselors, librarians, TOSAs, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students.

C. Training in Evaluation Process

Prior to being evaluated under provisions of this agreement, each teacher shall receive professional development to introduce the Danielson framework and the evaluation process. The district will share professional development planning with the Labor Management Committee.

The district shall comply with RCW 28A.405.130 by training evaluators on the new state evaluation criterion and the Danielson Teaching Framework. No administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in evaluation procedures. Before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, principals and administrators must engage in professional development designed to implement the revised systems and maximize rater agreement.

Prior to the beginning of the evaluation process, a building level group meeting with the evaluator and employees will take place to explain the procedure and forms to be used in the evaluation process.

D. Evaluator

The evaluator will be designated as the principal, or his or her designee, which may include any District level administrator. An employee shall have the right to request through the Association to the Executive Director for Human Resources a different evaluator than the one that is initially assigned. Deans of Students, TOSAs, and administrative interns shall not be designated as evaluators.
E. **Evaluation Processes to be Used**

There are two (2) evaluation processes that may be used: (1) a comprehensive evaluation process, and (2) a focused evaluation process. The comprehensive process is outlined in Section 5 herein and the focused evaluation process in Section 6. A form will be used to identify for each classroom teacher what evaluation process is to be used.

F. **Accessibility by Others**

Material in the employee’s personnel file, including evaluation results, will not be copied or made accessible to persons other than the employee or his/her agent, the Association and District personnel with a need for access. Nothing in this agreement prevents the District from complying with all federal and state laws including but not limited to the Public Records Act.

G. **Assignment Outside Area of Certification, Endorsement and/or Training**

Evaluators shall not include evidence of content knowledge and pedagogy from classes or subjects outside the employee’s certification, endorsements, and/or training.

H. **Prerequisite for Unsatisfactory Final Evaluation**

A final rating of unsatisfactory may not be included in the final evaluation (i.e., evaluation summary) of an employee unless the concern(s) has been previously presented to the employee in writing, and suggestions for improvement indicated. A program for improvement is only to be used if an employee is placed on probation. References to a program for improvement in any observation or evaluation documents may only be made if an employee is on probation. However, said documents may be used by the evaluator to indicate any concerns and to make suggestions for improvement.

I. **Electronic Surveillance**

No electronic device shall be used to listen to or view a certificated employee or group of certificated employees in their designated classroom or work area without their permission unless it is court ordered or unless it is agreed to be done in writing by the Association President and Superintendent. If court ordered, the President will be notified and provided a copy of the court order prior to implementation.

The provisions of the paragraph above are not intended to prevent the District from utilizing security cameras in common areas such as parking lots and school hallways.

J. **Right of Employee to Respond**

The employee shall have the right to affix written comments to any of the written reports of observation, conferences, and/or evaluation.

**Section 5: Definitions**

The following are based on current definitions of terms found in 392-191A WAC. Should these definitions be changed during the term of this agreement, the changes will be considered effective immediately.

- **Certificated classroom teacher and teacher** mean a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6) (a) through (e) and (g).

- **Evaluation** shall mean the ongoing process of identifying, gathering and using information to improve professional performance, assess total job effectiveness, and make personnel decisions.

- **Evaluation criteria** mean minimum evaluation criteria for classroom teachers specified in WAC 392-191A-006.
Evidence means observed practice, products or results of a certificated classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system.

Four-level rating system means the continuum of performance that indicates the extent to which the criteria have been met or exceeded.

Instructional framework means one of the approved instructional frameworks adopted by the superintendent of public instruction to support the four-level rating system pursuant to RCW 28A.405.100.

Observe or observation means the gathering of evidence made through classroom or worksite visits for the purpose of examining evidence over time against the instructional framework rubrics pursuant to this section. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting.

Rubrics or rubric row means the descriptions of practice used to capture evidence and data and classify teaching performance and student growth using the evaluation criteria and the four-level rating system.

Scoring band means the adopted range of scores used to determine the final summative score for a certificated classroom teacher.

Student growth means the change in student achievement between two points in time as determined by the teacher.

Student growth data means relevant multiple measures that can include classroom-based, school-based, school district-based, and state-based tools.

Summative performance ratings means the four performance levels applied using the four-level rating system: Level 1 - Unsatisfactory; Level 2 - Basic; Level 3 - Proficient; and Level 4 - Distinguished.

Section 6: State Criteria and Instructional Framework

A. State Evaluation Criteria

Teachers are to be evaluated under the state required evaluation criteria identified in WAC 392-191A-060 listed below:

1. Centering instruction on high expectations for student achievement. The related descriptor is: Expectations; the teacher communicates high expectations for student learning.

2. Demonstrating effective teaching practices. The related descriptor is: Instruction; the teacher uses research-based instructional practices to meet the needs of all students.

3. Recognizing individual student learning needs and developing strategies to address those needs. The related descriptor is: Differentiation; the teacher acquires and uses specific knowledge about students' cultural, individual, intellectual and social development and uses that knowledge to adjust their practice by employing strategies that advance student learning. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.

4. Providing clear and intentional focus on subject matter content and curriculum. The related descriptor is: Content knowledge; the teacher uses content area knowledge, learning standards, appropriate pedagogy and resources to design and deliver curricula and instruction to impact student learning.
5. **Fostering and managing a safe, positive learning environment.** The related descriptor is: Learning environment; the teacher fosters and manages a safe and inclusive learning environment that takes into account: Physical, emotional, and intellectual well-being of students.

6. **Using multiple student data elements to modify instruction and improve student learning.** The related descriptor is: Assessment; the teacher uses multiple data elements (both formative and summative) to plan, inform and adjust instruction, and evaluate student learning. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.

7. **Communicating and collaborating with parents and school community.** The related descriptor is: Families and community; the teacher communicates and collaborates with students, families and all educational stakeholders in an ethical and professional manner to promote student learning.

8. **Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.** The related descriptor is: Professional practice; the teacher participates collaboratively in the educational community to improve instruction, advance the knowledge and practice of teaching as a profession, and ultimately impact student learning. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.

B. **Instructional Framework**

The parties have agreed to the Danielson instructional framework.

**Section 7: Comprehensive Performance Ratings**

Teachers are to be evaluated based on the eight overall criteria as set forth by law (Section 3 A, above), the sub criteria within the eight overall criteria as set forth in the instructional framework, and special consideration is to be given to a "student growth criterion" rating. Each of these is described below:

**A. Summative Performance Rating Based on the Eight Criteria**

A 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:

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

Receiving a summative score of one (1) is not considered satisfactory performance for all teachers. If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if a summative score of two (2) has been received two (2) years in a row or two (2) years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.

**B. Component Performance Scoring**

Under each of the eight (8) state evaluation criteria, sub elements referred to as components are outlined (see Appendix B). The components of each state criterion should be a helpful factor in the determination by the evaluator of the teacher’s performance. However, the parties to this Agreement concur that instead of an evaluator numerically rating each of those components in order to come up with the overall numerical rating for each of the state evaluation criterion, the evaluator is to make an overall judgment of the criteria based on the observations and preponderance of evidence available for each of the components.
C. **Student Growth Criterion Rating**

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:

   - 5-12 — Low
   - 13-17 — Average
   - 18-20 — High

2. Student growth data that is relevant to the teacher and subject matter must be a factor in the evaluation process and must be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools. The student growth rating will be based on the goals set by the teacher.

3. The following are possible outcomes of the student growth rating:
   
   a. Certificated classroom teachers with preliminary rating of distinguished with low student growth rating will receive an overall proficient rating.
   
   b. Certificated classroom teachers with low student growth rating will engage, with their evaluator, in a student growth inquiry as described in Section 4, C-4 below.
   
   c. Certificated classroom teachers with a preliminary rating of distinguished with average or high student growth rating will receive an overall distinguished rating and will be formally recognized and/or rewarded.
   
   d. The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth rating will be reviewed by the evaluator's supervisor.

4. Within two months of receiving a low student growth rating on the summative evaluation or at the beginning of the following school year, the teacher and evaluator will engage in a Student Growth Inquiry based on one (1) of the following:

   a. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on classroom, school, District and state-based tools and practices;

   b. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations, student attendance; extent to which standards, curriculum and assessment are aligned;

   c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation; or

   d. Create and implement a professional development plan to address student growth areas.

5. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.
Section 8: Comprehensive Evaluation Process

A. General Provisions

1. Frequency

A Comprehensive Evaluation must be completed at least once every six (6) years.

2. Teacher Self Reflection

a. Prior to a Pre-Observation Conference, the teacher is encouraged to complete a Self-Reflection form. A form for this purpose is in Appendix H-11.

b. No teacher will be required to complete or share the Self-Reflection form with his/her evaluator.

c. Use of the self-reflection form will in no way be used for the evaluative purposes.

3. Student Growth Goal Setting:

The teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on the Comprehensive Goal Setting form (Appendix H-12). The goal for SG-6.1 and SG-8.1 may be the same goal.

4. Evidence

Both the teacher and the evaluator will contribute to evidence collection necessary to complete the evaluation. Said collection will be accomplished openly and, wherever possible, jointly. A teacher may, but shall not be required to submit artifacts for completion of the evaluation.

B. Pre-Observation Conferences:

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

C. Formal Observations:

1. Frequency and Length

At least two (2) observations for each employee must be conducted during the comprehensive evaluation cycle, one of which must be a formal observation including a preconference, observation and post-conference. The total annual observation time cannot be less than sixty (60) minutes. Any formal observation shall not be less than thirty (30) minutes in length. The evaluator and/or the teacher may request additional formal observations. Formal observations will be scheduled by mutual agreement.

If more than one formal prearranged observation is requested it will occur at a mutually agreed upon time after the first formal observation and ideally, in a different grading period so that reasonable time can be provided for continuing professional growth. The observation will occur no later than ten (10) days after the pre-observation meeting.

Provisional employees must be formally observed for at least thirty (30) minutes during their first ninety (90) days. Provisional employees in their first or second year of employment must be formally observed twice for no less than 30 minutes. Provisional employees in the third year of status must be formally observed for at least ninety (90) minutes of time and at least three (3) times during the third year.
2. **Documentation**

After each formal observation, there will be a written observation summary prepared by the evaluator using the form in Appendix E with the employee receiving a copy within ten (10) days after the observation was held.

3. **Additional Evidence**

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 reviewed during the post-observation conference, and be considered in determining the final evaluation score.

D. **Post-Observation Conferences**

The post-observation conference between the evaluator and teacher will be held no later than a week after each formal observation. 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. Evaluators should begin the discussion at the proficient level in each scoring criteria. If both the teacher and evaluator agree on the score for a criterion, no evidence other than observation notes is required to be submitted for that criterion. Otherwise, the teacher and/or the evaluator will provide additional evidence to aid in the assessment of the teacher’s performance. 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.

E. **Additional/Informal Observations**

Observation, other than those required above, may be held at any time during the performance of assigned duties, PROVIDED that such observation must be based upon the evaluation criteria and must be documented in the same manner as provided in Section 5 C-2, above. Such additional observation may be conducted at the discretion of the evaluator or may be prearranged by mutual agreement. If there is an area of concern based upon such informal observation, the employee shall be notified in writing within ten (10) days. If not notified in writing within ten (10) days, the informal observation may not be used in any way as part of the employee’s performance evaluation. At employee request, there shall be a meeting within five (5) days following any informal observation.

F. **Final Summative Evaluation Conference**

1. No later than ten (10) school days before the end of the school year the evaluator and teacher shall meet to discuss the teacher’s final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher’s performance over the course of the year. The teacher has the right to provide additional evidence for each criterion to be scored.

2. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.

3. If the evaluator judges the teacher to be below three (3) Proficient, the evaluator must show a preponderance of evidence.

4. If an evaluator believes a teacher’s overall summative rating is less than proficient (basic or unsatisfactory), the final summative evaluation conference shall take place on or before May 10th.

5. If a teacher believes there has been a lack of consideration of certain teacher evidence, procedures outlined in this section were not followed, and/or the criteria were not objectively scored, resulting in criterion scores of less than Proficient (Unsatisfactory or Basic), the following process will apply:
On or before May 15, and after meeting with their evaluator in an attempt to resolve any of the above issues, the teacher may meet with the evaluator, the Executive Director of Human Resources and the MEA President for the purpose of reviewing the issue(s) and determining a course of action, which may include:

- a. Re-scoring of evidence;
- b. Analyze additional evidence; or
- c. Any other mutually agreed to applicable option.

The additional opportunities above will not be available for teachers being recommended for non-renewal beyond May 15th.

6. The teacher will sign two (2) copies of the Final Summative Evaluation Report, Appendix F. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not imply that the employee agrees with its contents.

Section 9: Focused Evaluation Option

The Focused Evaluation Option (FEO) focuses on improvement of teaching skills, content knowledge, techniques, and abilities. If a non-provisional teacher scored a three (3) Proficient or higher the previous year, they may choose to be evaluated using the FEO. The teacher can stay on the FEO for five (5) years before returning to the Comprehensive Evaluation. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. The transition is to take place prior to December 15th. If an evaluator moves a teacher to the comprehensive evaluation they are to provide the teacher written notice why and any areas of concern. The Association president shall also be notified.

If the evaluation of the teacher includes an assessment of a criterion that requires observation the following shall apply: all classroom teachers who are subject to a focused evaluation must be observed at least twice each school year in the performance of their assigned duties and said teachers must be observed no less than sixty (60) minutes during each school year. (WAC 392-191A-110)

A. The professional growth activity shall be proposed by the teacher at the first pre-observation conference, but must be approved by the evaluator.

B. The professional growth activity needs to be tied to one (1) of the eight (8) state evaluation criteria. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6. (See Appendix B.)

C. The role of the evaluator is to assist the teacher in developing the professional growth activity and then to assist in its implementation, particularly by making reasonable efforts to provide the resources to implement it.

D. The score from the Comprehensive evaluation will be, at a minimum, the assigned score for the Focused evaluation.

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

F. Observations and conferences for the focused evaluation shall follow the guidelines set forth in the Comprehensive Evaluation process, Section 5 B through F, above.

G. A summative score is determined through the scoring of the instructional and student growth rubrics for the criterion selected.

H. Teachers in the focused system are also encouraged to complete a self-reflection form. (See Section 5 A 2 herein and also Appendix H-11.)

[The parties agree with the following regarding the implementation of the above focused option:]
A. Unless otherwise agreed, prior to the 2015-16 school year the above focused evaluation system will not be used until staff have successfully completed a comprehensive evaluation and in its place will be a Transitional Professional Growth Option (TPGO) for those teachers not on the comprehensive system.

B. The TPGO option shall be linked to Criterion 8 only.

C. Other than the linkage to Criterion 8, this TPGO option shall be implemented in a manner similar to the professional growth option in place in the 2012-13 school year and many years prior to that.

[See Appendix H-13.]

Section 10: Support for Teachers

Any teacher with more than five (5) years of experience who receives an overall Basic rating shall be offered one or more of the following resources to support the teacher’s professional growth:

A. Assigned a mentor;
B. Release time to observe other teachers;
C. Targeted professional development;
D. Clear ideas and strategies on how to reach proficient;
E. Any other support mutually determined by the teacher and evaluator.

The Association will be notified of any employee who receives an overall Basic rating and the support that was offered.

One or more of these supports may also be offered to other teachers at any time that an evaluator wants to provide specific support for the improvement of the teacher’s performance in one or more criteria.

Section 11: Provisional Employees

A. A second year Provisional teacher who receives a summative rating of at least three (3) Proficient, will be considered by the superintendent for early conversion to a continuing contract.

B. Provisional employees shall be observed at least once within the first ninety (90) days of employment. Observation time shall be no less than thirty (30) minutes in length.

C. Third year provisional status employees shall be observed at least three times. Total observation time shall be no less than ninety (90) minutes in length.

Section 12: Probation

A. Purpose

The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency.

B. When Probation

At any time after October 15, a classroom teacher whose overall comprehensive score is judged unsatisfactory based on the scoring criteria may be placed on probation, notified in writing by the superintendent of the specific areas of deficiencies, and provided a written reasonable program of improvement.
A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below three (3) Proficient for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall be placed on probation.

C. **Comprehensive Only**

Teachers may only be placed on probation based on the Comprehensive evaluation system described in Section 5 above.

D. **Evaluator**

During the period of probation, the employee may not be transferred from the supervision of the original evaluator.

E. **Evaluator Report to Superintendent**

In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions of Section 5 above, and,
2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.

F. **Superintendent Decision on Probation**

If the Superintendent concurs with the administrator’s judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The sixty (60) days probation period may be extended so long as the period does not go beyond May 15th. The probationary period may also be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is less than two (2) Basic. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:

1. Specific areas of performance deficiencies identified from the instructional framework;
2. A specific and reasonable program for improvement;
3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.

G. **Program for Improvement**

A program for improvement will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher’s success or failure. The program will include a system for periodic feedback during the term of probation, supports provided and funded by the District, and the dates those supports will be put in place.

H. **Evaluation during the Probationary Period**

1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed without mutual consent of both the teacher and the evaluator.
3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 5 above shall apply to the documentation of observation reports during the probationary period.

4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in the notice of probation and/or the program for improvement.

5. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the District and the Association from a list of evaluation specialists compiled by the ESD. In lieu of, or in addition to, requesting an evaluator per the ESD process above, the probationary teacher may request the Association to provide an additional evaluator. The District will honor such a request.

6. The probationary teacher shall have the right to an Association representative present at all pre-observation and post-observation conferences if the teacher so desires.

I. Removal from Probation

A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas identified as deficient. The teacher must be removed if a teacher with five (5) or fewer years of experience scores at two (2) Basic or above and a teacher of more than five (5) years scores at three (3) Proficient or above.

J. Lack of Improvement

Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for non-renewal under the law.

K. Evaluator’s Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period, the report shall identify whether the performance of the probationary teacher has improved and shall set forth one (1) of the following recommendations for further action:

1. That the teacher has demonstrated sufficient improvement in the identified areas of deficiency to justify the removal of the probationary status; or

2. That the teacher has demonstrated sufficient improvement in the identified areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or

3. That the teacher has not demonstrated sufficient improvement in the identified areas of deficiency and action should be taken to non-renew the employment contract of the teacher.

L. Action by the Superintendent

Following a review of the report submitted pursuant to paragraph J above, the Superintendent shall determine which course of action is proper and shall take appropriate action to implement such determination.
M. Alternative Assignment for the Remainder of School Year

Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

N. Records

Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher’s file.

Section 13: Non-renewal

When a continuing contract teacher with more than five (5) years of experience receives a comprehensive summative evaluation rating below two (2) Basic for two (2) consecutive years, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or by May 15th, whichever occurs first, implement the teacher notification of non-renewal as provided in RCW.28A.405.210.

Section 14: Appeal Rights

Only a claim regarding the procedural requirements of the evaluation process shall be subject to the grievance procedure except in the cases when a continuing contract employee is non-renewed for performance reasons. In that event, the employee so affected will have the option of appealing through the grievance procedure contained in this Agreement or through applicable appeal procedures provided in current or subsequent state statutes. Such an employee must provide written notification of the appeal procedure selected in accordance with the grievance timelines herein or within the timeline provided by the statutory procedure. A provisional contract employee non-renewed for performance reasons may only appeal as provided by statute.

Section 15: Documentation and eVAL System

The District shall adhere to the following:

A. A copy of the final summative evaluation forms, as well as any teacher comments, if applicable, shall be included in the teacher’s personnel file.

B. Teachers shall not be required to use the eVAL tool or any portion thereof. Teachers who voluntarily choose to use any portion of the eVAL system will be provided training. However, even teachers who are trained will not be required to use any portion of the eVAL system unless they so choose.
ARTICLE X – REDUCTION IN FORCE

Section 1: Application

When the Board of Directors determines that conditions including lack of funds, program or curriculum change that results in the elimination of positions, and/or declining enrollment require a reduction in certificated personnel, the following procedures and criteria will be applied in identifying and reducing the number of said employees:

Section 2: Notification to Association

In the event the Board anticipates a determination as above set forth, it will notify the Association at least two weeks before making such a final determination and present a detailed financial report to the Association.

Section 3: Determination of Vacant Positions

The District shall determine, as accurately as possible, the total number of employees known to be leaving the District for reasons of retirement, family transfer, normal resignations, long term leaves of absence, discharge or non-renewal, etc., and these vacancies will be taken into consideration in determining the number of available positions for the following school year.

Section 4: Certification

Legal qualifications, under current law and regulations, necessary to fill certificated positions in the District, and possession of a valid Washington State Certificate, which may be required for the position(s) under consideration, shall be a prerequisite for retention.

Section 5: Employment Categories:

The following categories and specialties are established to ensure the qualifications of personnel for available positions:

A. Elementary Employees

Elementary employees will be considered for retention in one category (K-5) except as provided in C below.

B. Secondary Employees

Except as provided in C below, secondary employees (6-12), will be considered for retention by specialties: Math, Science, Social Studies, Language Arts, Industrial Arts, Home and Family Life, Business Education, Music, Art, Physical Education, Health, and Foreign Language.

C. Other Employees

Other employees will be considered for retention according to their specialties, which will include Counselors, Learning Resource Specialists, Nurses, Special Education Personnel (P-12), Alternative Learning and Montessori (K-5).

D. Reconfiguration

The parties are open to further discussion and/or different options when District reconfiguration occurs.

Section 6: Retention in Employment Category:

A. Current Category

Each employee will, in accordance with the criteria set forth in Section 7 below, be considered for retention in the category or specialty appropriate to the position held at the time of the implementation of these procedures. For
the purpose of this paragraph, an employee is currently performing in any given category or specialty if 40% FTE or more of such employee’s assignment is devoted to such category or specialty.

B. Additional Categories

Employees shall also be considered for retention in such additional categories or specialties as any such employee may designate, in writing, to the Superintendent or his/her designee, PROVIDED, that in order to qualify for consideration in any such additional category, the employee:

1. The employee has a recognized endorsement in such additional category or specialty.

All written designations for consideration in additional categories shall be submitted, in writing, within ten (10) working days after any request for such information is made by the Superintendent or his/her designee.

Section 7: Selection within Employment Categories:

After a determination under the first paragraph has been made and the program determined, employees shall be considered for retention to available positions within the categories or specialties for which they qualify under Sections 5 and 6 above, with consideration to Section 6 A first and Section 6 B second. In the event that there are more qualified employees than available positions in a given category or specialty, the following provisions shall be used to determine which employees shall be recommended for retention:

A. Seniority Preference

The position shall be given to the employee(s) who has the greatest seniority. Seniority is defined as years of experience that are recognized for salary schedule placement in accordance with the S-275 and corresponding WAC regulations. Years of experience that extend beyond what is actually recognized on the schedule shall be included, again in accordance with the fore-mentioned placement guidelines.

B. Seniority List and Credits beyond Highest Degree

The District will annually publish, by February 1, a seniority list ranking each employee from greatest to least seniority. In addition to a ranking in accordance with years of experience as defined herein, the seniority list shall identify the number of credits beyond the highest degree earned, as recorded in the Human Resources Office by October 1 of the current school year. A copy of said seniority list shall be provided to each employee and to the Association President.

C. Same Seniority Ranking Tie Breaker One

In the event of more than one individual employee having the same seniority ranking, all employees so affected will be ranked in accordance with the total seniority as certificated employees in the District from greatest to least, and the employee(s) with the higher ranking will receive the position(s). Seniority in the District shall be measured by years of experience in the District that are recognized for salary schedule placement in accordance with the S-275 and corresponding WAC regulations. Years of experience that extend beyond what is actually recognized on the schedule shall be included, again in accordance with the fore-mentioned placement guideline.

D. Same Seniority Ranking Tie Breaker Two

In the event of more than one individual employee having the same seniority ranking after applying the above provisions, all employees so affected will be ranked in accordance with the total number of education credits, greatest to least, beyond the BA degree submitted to the District as of October 1 of the then current school year, and the employee(s) with the greatest number of credits will receive the position(s).

E. If Same Number of Credits

In the event of more than one individual employee having the same number of credits after applying the above provisions, the Superintendent will make the final determination concerning retention.
Section 8:  Action by Superintendent

The provisions above shall be implemented on or before May 15 in the school year when any probable cause proceedings may be taken, or as otherwise provided for in RCW 28A.405.210.  The Superintendent shall take such action as may be required by statute to non-renew, or adversely affect, the employment contracts of affected employees.

Section 9:  Appeal Process

For action taken by the Superintendent per Section 8, above, employees with a continuing contract will have the option of appealing through the grievance procedure contained in this Agreement or through applicable appeal procedures provided in current or subsequent state statutes.  The employee must provide written notification of the appeal procedure selected in accordance with the grievance timelines herein or within the timeline provided by the statutory procedure.  For action taken by the Superintendent per Section 8, above, the rights of appeal for provisional employees shall be as provided by statute.

Section 10:  Employment Pool

A.  Basic Provisions

All employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re-employment for a period of two (2) years, ending August 31 of the second year.  Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified herein for which they are qualified.  If more than one such employee is qualified for an open position, the criteria set forth in Section 7 shall be applied to determine who shall be offered such position.

B.  Employee Responsibility to Notify

It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent, or his/her designee, in writing between April 1 and May 15, if such employee wishes to remain in the employment pool for an additional one-year period after the first year.  If such notification is not received, the name of any such employee shall be dropped from the employment pool.

C.  District Notification of Recall

When a vacancy occurs for which person(s) in the employment pool qualify, notification from the school District to such individual will be by certified mail or by personal delivery.  Such individual will have five (5) calendar days from the receipt of the letter to accept the position.  If an individual fails to accept a position offered, such individual will be dropped from the employment pool.

D.  Use as Substitutes

If the employee requests, the District will utilize employment pool personnel as substitutes on a first priority basis.  Refusal by an employment pool person to accept substitute employment shall in no way jeopardize recall rights.

E.  Restoration of Benefits

All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated annual leave and credits toward sabbatical eligibility, will be restored upon his/her return to active employment, and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

Section 11:  Eligibility Outside Bargaining Unit

It is recognized that certificated employees not included in the bargaining unit covered by this Agreement may be eligible, under applicable Board policy and administrative procedures, for retention in one or more of the employment categories identified herein.
ARTICLE XI - SUBSTITUTE AND PART-TIME EMPLOYEES

This article is intended to specify rights and privileges for substitute employees and for regular part-time certificated employees.

Section 1: Substitutes

A. Substitute Status

Substitute employees are temporarily employed by the District in order to perform professional educational services necessitated by a leave of absence from the district, taken by a regular certificated District employee, and therefore all permanent employment rights are vested with said regular employee and said substitute teacher's services shall be required only as long as said regular employee's temporary absence continues. A substitute is specifically not entitled to any continuing employment benefits pursuant to the Continuing Contract Law of the State of Washington. However, substitutes who are employed for at least one hundred thirty (130) workdays in any one school year shall be given every consideration when filling vacancies in regular teaching positions for the following school year.

B. Applicability of Agreement

All provisions of the Certificated Bargaining Agreement between the Monroe School District and the MEA shall apply to substitutes except to the extent as modified by the following:

1. Salary
   a. Retired Monroe School District Substitutes
      Retired Monroe School District educators who begin substituting within twelve (12) months of retirement shall not be required to participate in District substitute training and will be paid a daily rate of $20 more than the preferential rate until they meet long-term substitute status. Retired teachers must maintain active substitute status to retain this rate of pay.
   b. Long-term Substitutes
      Long-term substitutes shall be paid the regular teacher contract rate as specified by Article VII, Sections 1 and 2 of the Agreement. This rate shall be made retroactive to the first day of assignment for any employee who started as a substitute but who then worked twenty (20) continuous workdays in the same position. In certain circumstances substitutes may also be eligible to receive TRI pay in accordance with Article VII, Section 1, F, 6 of the Agreement.
   c. Daily Substitutes
      Daily substitutes shall be paid a daily rate of $175. Substitutes shall be paid whole-day or half-day compensation rates. Substitutes may be required to work in a teaching or supervisory role during the scheduled prep period with the exception of long-term substitutes.
   d. Preferential Substitutes
      Preferential substitutes are those daily substitutes who work thirty (30) days in one school year within the District. These substitutes shall be paid $190 per full day. Once any substitute accrues thirty (30) days of work within the District, then the pay shall be retroactively increased, commencing with day one (1). Substitutes once qualified as “preferential” shall remain in that category from year to year so long as they are actively substituting in the District in consecutive years.
   e. Pay Consideration during Term
Either party during the term of this Agreement may propose through the Labor Management Committee an increase in substitutes’ pay due to changed market conditions.

f. Erroneously Called

A substitute who is erroneously called by the District for work shall be paid a reporting fee of thirty-five dollars ($35.00).

2. Insurance

a. Long-term Substitutes

Long-term substitutes, who in the judgment of the District will be employed for at least ninety-one (91) workdays, shall receive full insurance benefits just as any other regular full-time employee. Those long-term substitutes who are employed for less than ninety-one (91) workdays shall not receive District contributions toward insurance premiums.

b. Fringe Benefits

No fringe benefits will be paid to substitutes who work for the District on a part-time basis. Part-time substitutes are eligible to join insurance plans on a self-paid basis.

3. Leaves

Long-term substitutes shall receive all leave benefits as specified by Article VI of the Agreement, except that if the duration of a long-term substitute assignment is indefinite or cannot be determined, the substitute employee shall receive one (1) day annual leave for each (15) days worked up to the limit of twelve (12) days of annual leave per year. Annual leave shall accumulate from year to year for long-term substitutes just as for any other regular full-time employee. Daily substitutes shall not be entitled to any of the provisions of Article VI.

4. Reduction in Force

Because substitutes do not have continuing contract rights, Article X, Reduction in Force, shall be inapplicable to said substitutes.

C. Substitute Utilization

The District agrees that substitutes shall only be hired and utilized to replace regular employees who are absent on a temporary basis.

D. Employee Request for Substitute

Employees may request a particular substitute on the days they will not be in the classroom. The District shall make every effort to assign the requested substitute, if available and pending administration approval.

Section 2: Part-Time Employees

This section is intended to specify the wages, hours, and working conditions of part-time employees as defined in Article I, Section 1 of the Agreement.

A. Part-time Employees Defined

Part-time employees shall be defined for the purposes of this section as:

1. Employees who work a 180-day calendar year but less than a seven (7) hour workday, or
2. Employees who work less than a 180-day calendar but work a seven (7) hour workday, or
3. Employees who work less than a 180-day calendar and less than a seven (7) hour workday.

B. Applicability of Agreement

All provisions of the Collective Bargaining Agreement between the Monroe Education Association and the Monroe School District shall apply to part-time employees except as modified by the following:

1. **Salary**

   Part-time employees shall be paid the regular employee contract rate as specified by Article VII, Sections 1 and 2 of the Agreement. Part-time employees shall receive salary based on a prorated daily percentage of time worked. Part-time employees shall be given credit for seniority on the salary schedule commensurate with guidelines established by the State Allocation Model (SAM).

2. **Insurance**

   Benefits for part-time employees shall be prorated on their FTE based on a 1.0 FTE equals a 180 day calendar with seven (7) hour workdays. Part-time employees shall receive insurance benefits prorated based on the individual’s FTE.

3. **Contract Rights**

   Part-time employees shall be afforded continuing contract rights in accordance with current statutes.

4. **Assignment, Vacancies, Promotion, Transfer**

   Part-time employees applying for any full-time position shall be covered by the provisions of Article IV, Section 10 of the Agreement.
ARTICLE XII - GRIEVANCE PROCEDURE

Section 1: Definitions

A. Grievant

A "Grievant" shall mean an employee having a grievance or, in connection with Association Rights, the Association.

B. Grievance

A "Grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving the interpretation or application of this Agreement, provided, there are limitations on what can be grieved in Article IX (Evaluation) and Article X (Reduction in Force).

C. Days

"Days" shall mean calendar days, except as otherwise indicated. If the stipulated time limits are not met by the District, the grievant shall have the right to appeal the grievance to the next level of the procedure, unless the grievant and the other person involved at that level mutually agree to an extension.

Section 2: Limitation

All grievance procedures, as hereinafter set forth, shall be initiated by the employee within thirty (30) days of the date such grievance is discovered or reasonably should have been discovered. A grievance not presented in accordance with the foregoing shall be considered to have been waived by the grievant and will be denied. This grievance procedure shall be the exclusive method of resolving grievances covered hereby.

Section 3: Procedure

The parties agree that it is most desirable for problems to be resolved between the employee and the immediate supervisor, and nothing herein shall prevent an employee from taking up any claimed grievance with the immediate supervisor.

A. Step One – Supervisor/Principal

Within the time period provided herein, the grievant or the Association representative shall present to the immediate supervisor or building principal, as applicable, the grievance, on a grievance form provided by the Association (see Appendix H for all grievance forms). The immediate supervisor shall arrange a meeting with the grievant and an Association representative, if requested by the grievant, within seven (7) days thereafter. Within seven (7) days after such meeting, the immediate supervisor or principal, as applicable, shall provide the grievant with a written decision (Form B) and the reason or reasons therefore.

B. Step Two – Superintendent or Designee

If the decision rendered under Step One does not resolve the grievance, or if the supervisor or principal has failed to meet the time limits, the grievant may, within seven (7) days thereafter, appeal the grievance in writing (Form B) to the Superintendent or his designee, which designee may not be the supervisor involved. The Superintendent or his designee shall arrange a meeting by the grievant to take place within seven (7) days of receipt of the appeal. The grievant and District shall have the right to include at the meeting such witnesses and evidence as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the presentation, the Superintendent will have seven (7) days to provide a written decision to the grievant (Form C) and the reason or reasons therefore.

C. Step Three -- Arbitration

1. Association Request and Applicable Rules
If the Association is not satisfied with the decision of the grievance at Step Two, or if no decision has been made within the period(s) specified therein, the Association may, within ten (10) days notice thereof, request in writing that the grievance be heard before an impartial arbitrator. The Association shall include in any such written request whether it intends to seek arbitrators through either the American Arbitration Association (AAA) in accordance with its Labor Arbitration Rules or the Federal Mediation and Conciliation Service (FMCS). If FMCS is chosen the request to FMCS will include a request for a list of at least eleven (11) arbitrators. From that list each party will separately strike unacceptable arbitrators and rank the remaining in order of preference. The highest-ranking common arbitrator remaining on the list shall be selected. If there is no common arbitrator after the striking and ranking process, an additional list will be requested from FMCS.

2. Meeting with Arbitrator

The initial meeting before the arbitrator shall take place not more than fifteen (15) calendar days subsequent to the date of notification to the arbitrator, unless a later date is found agreeable to the parties or necessary to the convenience of the arbitrator.

3. Disclosure of Claims and Evidence

Neither party shall be permitted to assert in the arbitration proceedings any claim or to rely on any evidence which was not previously disclosed to the other party.

4. Arbitrator Authority

The arbitrator shall have only such jurisdiction and authority as is specifically granted by this Agreement. The arbitrator shall be limited to determining whether or not the District has violated or failed to apply the specific provision or provisions of this Agreement. Neither the District nor the Association may assert in an arbitration proceeding any ground or rely on any evidence or witness not previously disclosed to the other party. The arbitrator shall have no power to destroy, change, add to, or delete from any of the specific terms of this Agreement. The arbitrator shall be required to provide a decision in accordance with the express language of this Agreement. Grievances not processed in accordance with the provisions of this Agreement shall not be subject to arbitration. Any matter coming before the arbitrator which is not within the authority, function, and jurisdiction as herein defined, shall be rejected on that basis without any further decision or recommendation.

5. Arbitrator Decision

The decision of the arbitrator, when provided in accordance with the foregoing, shall be final and binding upon both parties. The decision will be provided by the arbitrator within 20 days, unless the arbitrator requests additional time.

6. Expenses

Except as otherwise provided in this Agreement, each party shall bear the expense of preparing and presenting its own case. The cost, if any, of the arbitrator and incidental expenses shall be borne equally by the Association and the District.

Section 4: Representation

At least one (1) Association representative may, at the option of the grievant, be present for any meetings, hearings, appeals, or other proceedings relating to a grievance during Steps One through Four, to make the Association’s views known.

Section 5: Time Limit Exception

When a grievance is submitted on, or is in progress after June 1, time limits shall be thirty (30) days, exclusive of Saturdays, Sundays and holidays.
Any deviation from the time limits must be by mutual consent of the grievant and the District, except as provided herein.

When a time limit ends on a non-contract day during the contract year, the time limit shall be extended to the next contract day.

**Section 6: Reprisals**

No reprisals of any kind will be taken by the Board, the Association, or the school administration against any teacher because of his/her participation, or lack of participation, in any grievance.

**Section 7: Cooperation of Board, Administration, and Association**

The Board and the Administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association such information as is pertinent to the processing of a grievance. The Association will likewise cooperate with the Board and Administration in its investigation of any grievance and will furnish them such information as is pertinent to resolving a grievance.

**Section 8: Grievance Forms**

Forms for filing and processing grievances shall be provided to the Association by the District; the Association shall see that said forms are available to employees in each building in the District. Said forms are included herein as Appendix H.

**Section 9: Continuity of Grievance**

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

**Section 10: Consolidation of Grievance**

In connection with grievances by multiple grievants dealing with the same grievance and the same supervisor or principal, the grievances shall be consolidated for proceedings at Step One. For grievances by multiple grievants dealing with the same grievance, but different supervisors or principals, they shall be consolidated at Step One for the same supervisors or principals, and at Step Two for further proceedings.
ARTICLE XIII – LABOR MANAGEMENT COMMITTEE

The Monroe School District and the Monroe Education Association agree to the establishment of a Labor Management Committee. The committee will be formed and operate as outlined below:

Section 1: Responsibilities/Function

The primary functions will be:

A. To deal with follow-up steps and interpretation issues stemming directly from current contract provisions.
B. To make good faith efforts to resolve new issues between labor and management as they arise.
C. To endeavor to find ways labor and management can cooperate on any matter of mutual concern.

Section 2: Accountability

The Association’s representatives shall primarily be accountable to the Executive Board (though Representative Council and/or the general membership may be involved/consulted). The District’s representatives shall be accountable to the Board of Directors.

Section 3: Make-Up

The committee shall consist of the following with maximum representation of eight (8) individuals for each party.

For the Association:
- President
- Chief Negotiator and/or UniServ Director
- 3-6 members appointed by the President

For the District:
- Superintendent and/or designee
- Chief Negotiator
- 1-3 Central Office Administrator
- 1-3 Principals

Section 4: Process

This committee shall meet minimally on a monthly basis and will endeavor to deal with all issues either party submits in a problem-solving manner. The committee will be free to form sub-groups or committees to accomplish its functions.

Section 5: Agenda Items

During the negotiations of this Agreement, the parties agreed to delegate certain items that will either directly or ultimately be considered by the Labor Management Committee. Those items are:

A. Study of Time Issues

A joint committee comprised of administration and MEA representation shall:

1. Investigate current models in other districts regarding the use of early release or late arrival schedules, waiver days, and other formats;
2. Consider the needs for all purposes of time – individual, grade level, school, and District;
3. Survey the staff and the community to obtain input; and
4. After considering all the data and information, develop a proposal to be presented to the Labor Management Committee.

B. Climate Survey

The LMC will develop a District-wide, building by building, climate survey that will be implemented on an annual basis.
ARTICLE XIV – DURATION OF AGREEMENT

A. Duration

This Agreement shall be effective as of September 1, 2021 and shall continue in effect through August 31, 2024.

B. Reopening

This Agreement shall not be reopened except to the extent described below and as may be expressly provided elsewhere in this Agreement or in any other agreement or understanding between the District and Association. In the event the District is subject to a double levy failure, either party may reopen all economic issues (any contract provision that costs money).

As a limited reopener the parties will discuss per diem for the 2022-2023 school year.

C. Bargaining a Successor Agreement

Negotiations between the parties on a successor Agreement shall begin at least ninety (90) days prior to the contract expiration date. If, pursuant to such negotiations, agreement on a successor Agreement is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

D. Collaborative Problem Solving

The parties recognize they have interests which are in common and some which are not. The parties also recognize that problem-solving processes to try and satisfy each other’s interests are likely to be more productive than other more traditional ways of dealing with conflict or differences of opinion. Therefore, the parties agree as follows:

1. A renewed effort will be made to utilize problem-solving techniques to deal with issues, whether they occur during the term of the Collective Bargaining Agreement or whether as a part of the actual bargaining process. Exploration of potential joint problem solving training, or other appropriate training, will be considered.

2. Regular meetings between the Superintendent of designee and the Association President shall be held.

3. The District and Association, by separate Memorandum of Agreement have created a Labor Management Committee (LMC). One of the primary purposes of the LMC will be to attempt to find resolutions to problems or issues during the term of this agreement rather than letting all such problems or issues come to the bargaining table for negotiations of the successor contract.

Superintendent, Monroe School District

President, Monroe Education Association

Date

Date

Association Bargaining Team: Robyn Hayashi, Courtney Ramirez, Mindy Haas, Stephen Loewen, Tonya Mains, Duane Mogg, Shamus Neary, Erin Olson

District Bargaining Team: Joanne Dickinson, Curtis Leonard, Jonathan Judy, David Paratore, Jeff Presley, Victor Scarpelli
APPENDICES

The Appendices on the following pages are considered part of this Collective Bargaining Agreement.
### Monroe School District and Monroe Education Association

**CONTRACT WAIVER REQUEST FORM**

The Collective Bargaining Agreement between the Monroe School District and the Monroe Education Association provides a process for a school’s staff to obtain a waiver of a specific contract provision (see Article II, Section 6, of the Agreement). This form must be used to request such a waiver.

<table>
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<tr>
<th>SCHOOL: ____________________________</th>
<th>DATE: ____________________________</th>
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**THE WAIVER IS FOR WHAT SPECIFIC CONTRACT PROVISION:**

**WHAT IS THE RATIONALE FOR THE REQUESTED WAIVER?**

**WHAT ARE THE BEGINNING AND ENDING DATES FOR THE REQUESTED WAIVER?**

(Note: A waiver will not normally be granted for a duration that extends beyond the expiration date of the current Collective Bargaining Agreement or for more than one year.)

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<th>Beginning: ____________________________</th>
<th>Ending: ____________________________</th>
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**WHAT POSITIONS(S) ARE AFFECTED BY THE WAIVER AND HOW ARE THEY AFFECTED?**

**DOES THE DECISION REFLECT AT LEAST 90% APPROVAL OF THOSE IN MEA’s BARGAINING UNIT AT THE SCHOOL SITE?**

Yes: _____  No: _____

**DESCRIBE BELOW HOW THE DECISION WAS MADE:**
### Appendix A (continued)

<table>
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<th>WHAT IS THE POTENTIAL COST OR BUDGET IMPACT OF THE WAIVER?</th>
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<tr>
<th>EXPLAIN HOW THE WAIVER, IF GRANTED, MIGHT AFFECT OTHER EMPLOYEES OUTSIDE OF THE SCHOOL SITE AND OTHER OPERATIONS OF THE DISTRICT.</th>
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**THIS FORM MUST BE SUBMITTED TO THE SUPERINTENDENT AND ASSOCIATION PRESIDENT. FINAL APPROVAL MUST BE RECEIVED FROM THE DISTRICT AND MEA PRIOR TO IMPLEMENTATION OF THE REQUESTED WAIVER.**

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<th>MEA Building Representative</th>
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**RESPONSE TO WAIVER REQUEST**

Request granted:

Request denied but would be granted under the following conditions:

Request denied for the following reason:

Signatures:

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<th>Monroe Education Association</th>
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## 2021-2022 Base Salary Schedule

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# Co-Curricular Salary Schedule
## 2021-2022

### Appendix B

Based on % of 6-7 years

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### Approved Curricular Advisors:

- Art Club
- Bearcat Enterprises
- Debate Club
- French Club
- German Club
- Knowledge Bowl
- Literacy Club
- Science Club
- Skills USA
- Spanish Club
- Sports Medicine
- Technology Student Association
## Co-Curricular Salary Schedule 2021-2022

### APPENDIX F-2

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<td></td>
<td></td>
</tr>
<tr>
<td>Intramurals/ Activities</td>
<td>1,409</td>
<td>1,455</td>
<td>1,508</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

For each year of this Agreement the District may allocate to each elementary and middle school a number of full stipends to be paid for supervision of intramural or other student activities that are not listed on the co-curricular schedule. As soon as it is known, the District will inform the Association President of the number of full stipends available at each school for each year of this Agreement. The pay for a full stipend shall be based on Group D, years 0, 1, and 2, and in accordance with the following formula.

<table>
<thead>
<tr>
<th>Stipend Level</th>
<th># of Days</th>
<th>Hrs. Paid</th>
<th>Tot. Hrs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full</td>
<td>36</td>
<td>1.5</td>
<td>54</td>
</tr>
<tr>
<td>3/4</td>
<td>27</td>
<td>1.5</td>
<td>40.5</td>
</tr>
<tr>
<td>2/3</td>
<td>24</td>
<td>1.5</td>
<td>36</td>
</tr>
<tr>
<td>1/2</td>
<td>18</td>
<td>1.5</td>
<td>27</td>
</tr>
<tr>
<td>1/3</td>
<td>12</td>
<td>1.5</td>
<td>18</td>
</tr>
<tr>
<td>1/4</td>
<td>9</td>
<td>1.5</td>
<td>13.5</td>
</tr>
</tbody>
</table>

The hours are to be worked in addition to the 30 minute before/after school requirement.
## 2021-2022 School Calendar

**Appended - 5/24/2021 - Updated 9/15/2021**

**Approved - 5/24/2021 - Updated 9/15/2021**

### Important Dates

- **First Day - Students**: September 8, 2021
- **Tentative Last Day**: June 21, 2022

### Holidays/Breaks

- **Labor Day**: September 6, 2021
- **Veterans Day**: November 11, 2021
- **Thanksgiving Break**: Nov 25-26, 2021
- **Winter Break**: Dec 20, 2021 - Dec 31, 2021
- **New Year's Day**: January 1, 2022
- **Martin Luther King Jr Day**: January 17, 2022
- **President's Day Break**: February 14-18, 2022
- **Spring Break**: April 4-8, 2022
- **Memorial Day Break**: May 27-30, 2022
- **Juneteenth**: June 19, 2022

### Curriculum Nights

- **High School**: September 29, 2021
- **Middle Schools**: September 30, 2021
- **Elementary Schools**: October 6, 2021

### Conferences

- **Elementary**: September 29, 2021
- **Middle**: October 6, 2021
- **High**: October 13, 2021

### Semester Break

- **January 28, 2022**

### School Improvement - Fridays (All Fridays except for early release & conferences)

- **Dismissal**: 3:15 pm, except for early release & conferences

### Teacher Directed Days

- **6/24, 6/25, 6/28, 6/29, 6/30, 7/1, 7/2, 7/6, 7/7, 7/8**

### Early Release

- **November 24, 2021**: 9:00 am
- **December 17, 2021**: 9:00 am

### End of Marking Periods

- **1st Quarter**: November 13, 2021
- **2nd Quarter**: January 27, 2022
- **3rd Quarter**: April 1, 2022
- **4th Quarter**: June 21, 2022

### Tentative Make-Up Days (if needed)/Closures

- **Make-Up Days**: June 22, 23, 24, 27

### School Closures

- **Professional Learning Day (PLD)**
  - August 22, 2022 (Required)
  - August 24, 2022 (Required)

- **Professional Development Days (PDD)**
  - August 25, 2022 (Required)

- **Professional Improvement Day (PBD)**
  - August 29, 2022 (Required)
MONROE SCHOOL DISTRICT

MONROE SCHOOL DISTRICT NO. 103
EVALUATION PROCESS IDENTIFICATION FORM

Teacher: «First_Name» «Last_Name»  School: «Location»
Grade/Subject: «Position»  School Year: {School Year}
Evaluator: «Evaluator»

According to the current contract provision:

E. Evaluation Processes to be Used:

There are two (2) evaluation processes that may be used: (1) a comprehensive evaluation process, and (2) a focused evaluation process. The comprehensive process is outlined in Section 5 herein and the focused evaluation process in Section 6. A form, Appendix A, will be used to identify for each classroom teacher what evaluation process is to be used.

For the 2018-19 school year, your evaluation process will be:

Type of Evaluation: «M_201819»

Teacher: ____________________________  Date: ________________
«First_Name» «Last_Name»

Evaluator: ____________________________  Date: ________________
«Evaluator»
Monroe School District
Instructional and Professional Growth Plan (Classroom Teacher)

EMPLOYEE_________________________ SCHOOL YEAR___________

POSITION_________________________ SCHOOL_________________

SUPERVISOR_______________________ POSITION________________

State two (2) instructional and/or professional goals on which you wish to focus during this school year. In choosing and developing the goals, please consider district, building and/or department goals for the current year, as well as any recommendations that were made on the previous year’s final evaluation report. (Attach additional pages as necessary.)

GOAL ONE:______________________________

_____________________________________

ACTION PLAN:__________________________

_____________________________________

MEASURE OF GOAL ATTAINMENT:_________

_____________________________________

TIME LINE:____________________________

_____________________________________

RELEVANT TO EVALUATIVE CRITERIA_________________________

GOAL TWO:____________________________

_____________________________________

ACTION PLAN:__________________________

_____________________________________

MEASURE OF GOAL ATTAINMENT:_________

_____________________________________

TIME LINE:____________________________

_____________________________________

RELEVANT TO EVALUATIVE CRITERIA_________________________

The above instructional and professional growth plan has been mutually developed and planned. Both of the undersigned agree that the goals are reasonable and obtainable.

STAFF SIGNATURE_________________________ DATE________________

SUPERVISOR SIGNATURE______________________ DATE________________
APPENDIX H-3

MONROE SCHOOL DISTRICT
PRE-OBSERVATION CONFERENCE FORM

Name_________________________ Evaluator_________________________

1. Objective of lesson:

2. Activities relevant to above objectives (include methods of data collection, measurement instruments, etc.):

3. Suggested times for observation:

________________________________________________________
Evaluatee Signature

________________________________________________________
Evaluator Signature

_________________________ ____________________________
Date Date
MONROE SCHOOL DISTRICT
OBSERVATION FORM (Optional for Evaluator)

Name_________________________________________ From:__________ to:__________
day/date time

_________________________________________
Class/subject Planned activities (test, discussion, group, etc.)

Time: Event Notes:

General observations: (Classroom environment, organization within classroom, student management)

_________________________ ______________________
Date/time of post observation conference Evaluator
MONROE SCHOOL DISTRICT
POST OBSERVATION CONFERENCE FORM

Name_________________________________________  Post Observation Date_____________________

Comments and/or recommendations regarding observation held on______________________________

Note:  Any evaluatee comments are to be included as a separate item following evaluator comments and recommendations.

__________________________________________  ____________________________________________
Evalueree Signature                      Evaluator Signature

____________________________  _________________________
Date                                   Date

(Signature indicates receipt only; employee may attach or submit additional comments.)
1. **INSTRUCTIONAL SKILLS**  The classroom teacher demonstrates competent level of knowledge and skill in designing and conducting an instructional experience.
   a) Considers the individual needs, skills and abilities of students in designing a learning experience.
   b) Plans, develops and uses instructional activities that are consistent with identified District learning objectives.
   c) Plans and develops instructional activities which accommodate individual differences.
   d) Implements established instructional plans making adjustments as needed.
   e) Assesses student progress using a variety of evaluation strategies.
   f) Provides timely feedback to students concerning their progress.
   g) Analyzes assessment information to plan future instructional experiences.
   h) Reflects on their teaching to consider if goals were met and if a lesson is effective.
   i) Selects and uses a variety of instructional methods consistent with the skills and abilities of the students, the content and processes of the learning experiences and the desired learning outcomes.

COMMENTS:

2. **CLASSROOM MANAGEMENT**  The classroom teacher demonstrates a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.
   a) Establishes and communicates to parents and students clear expectations for classroom operational processes and procedures e.g., grading/reporting procedures, attendance policies, homework expectations, student behavior, etc.
   b) Provides for active student participation by organizing individual, small group or large group activities as appropriate to the specific learning experience.
   c) Organizes and implements a flow of activities that continually maintains learning.
   d) Organizes and utilizes the physical environment so it contributes to learning.
   e) Uses teaching strategies that personalize the learning process and encourage success for all students.

COMMENTS:

3. **PROFESSIONAL PREPARATION AND SCHOLARSHIP**  The classroom teacher exhibits evidence of having theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.
   a) Is familiar with current learning theories and basic principals of human growth and development and considers them in the design and implementation of learning experiences.
b) Selects and participates in professional activities apart from instructional responsibilities which contribute to the learning environment.

c) Applies research, knowledge, and skills from professional development opportunities to improve practice.

COMMENTS:

4. EFFORTS TOWARD IMPROVEMENT WHEN NEEDED  The classroom teacher demonstrates an awareness of limitations and strengths and demonstrates continued professional growth.

a) Uses self-assessment to identify performance strengths, limitations and needs.
b) Uses information from a variety of sources to improve performance.
c) Plans for performance improvement utilizing available mentoring and support.
d) Implements plans for performance improvement.

COMMENTS:

5. THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS  The classroom teacher demonstrates the ability to manage the non-instructional human dynamics in the educational setting.

a) Establishes and communicates to students and parents specific expectations related to individual student behavior.
b) Responds to student behavior on a case by case basis in a manner intended to result in a positive behavior change.
c) Assists students in developing personal responsibility for their own behavior as related to established expectations.
d) Recognizes conditions and/or situations which may lead to disciplinary problems and responds in order to prevent a potential problem.
e) Develops strategies for promoting positive interpersonal relationships in the classroom.
f) Recognizes and utilizes available resources to understand and respond to student behaviors.

COMMENTS:

6. INTEREST IN TEACHING STUDENTS  The classroom teacher demonstrates an understanding of and commitment to each student, taking into account each individual’s unique background and characteristics. The classroom teacher demonstrates enthusiasm for or enjoyment in working with students.

a) Respects individual differences and demonstrates equitable treatment of students without regard to cultural, ethnic, economic, religious, social, physical, gender, age, cognitive and/or other differences.
b) Encourages equitable student participation by accommodating individual difference
c) Enjoys the process of working with students
d) Recognizes and acts to eliminate demeaning language and biases
e) Is sensitive to the level of participation of his/her students.

COMMENTS:

7. KNOWLEDGE OF SUBJECT MATTER  The classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).
Appendix H-6 (continued)

a) Implements programs(s) in a manner that demonstrates a depth and breadth of knowledge consistent with the applicable subject matter area(s) and grade level.
b) Keeps current with new developments, ideas, and events in the subject matter(s)/area(s).
c) Integrates subject matter area(s) with other disciplines.
d) Assists students in understanding the relationships and relevance of subjects taught to the students’ educational or life experiences.
e) Continues to grow and develop professionally by enhancing content knowledge, instructional skills, and technological skills.

COMMENTS:

8. PROFESSIONAL RESPONSIBILITIES The classroom teacher interacts with students, colleagues, and community members purposefully and effectively. The individual sees teaching as more than meeting with students and works with peers to identify and act on problems in the classroom and schools.
   a) Maintains accurate records of student completion of assignments, student progress toward learning, and non-instructional areas, e.g. permission slips, attendance, lunch, etc.
   b) Maintains appropriate communication with families about the instructional program and individual student progress.
   c) Contributes to efforts to achieve district and building goals.
   d) Observes laws and District policies, procedures and regulations which have application to and implications for the professional’s responsibilities.
   e) Makes contributions to their school and District through professional relationships with colleagues, service to their school, and participation in school and district projects.
   f) Demonstrates professional and ethical conduct as defined by state law and district policy.

COMMENTS:

EVALUATOR RECOMMENDATION/SUMMATION:

_____ Satisfactory  _____ Unsatisfactory

EVALUATEE COMMENTS:

DATE OF ANNUAL CONFERENCE: ____________________________

EVALUATOR SIGNATURE: _____________________________ (date delivered: ________)

EVALUATEE SIGNATURE: _____________________________ (date received: ________)

115
MONROE SCHOOL DISTRICT
ANNUAL EVALUATION REPORT
(Support Staff)

APPENDIX H-7

Dates of Observations: ____________________________

Evaluatee: ____________________________
Evaluator: ____________________________

Position: ____________________________
Position: ____________________________

Building: ____________________________

EVALUATION CRITERIA:

1. KNOWLEDGE OF SCHOLARSHIP IN SPECIAL FIELD  Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understating of and knowledge about common school education and the education in grades K-12 and demonstrates the ability to integrate the area of specialty into the school.
   a) Observes Washington State and federal laws, rules and regulations applicable to the area of specialization.
   b) Implements district policies and procedures consistent with state and federal regulations.
   c) Demonstrates an understanding of learning theory and basic principles of human growth and development.
   d) Provides rationale for the procedures and processes used in the area of specialty.
   e) Relates and applies knowledge, research findings, and theory derived from the individual’s area of specialty to the development of a program of services.
   f) Utilizes skill in the area of specialty to support the students’ total educational program.
   g) Selects and participates in professional activities apart from assigned responsibilities which contribute to the educational environment.

COMMENTS:

2. SPECIALIZED SKILLS  Each certificated support person demonstrates in a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
   a) Administers assessment instruments and/or instructs others who will administer assessment instruments.
   b) Prepares case study materials and provides to others as required.
   c) Assists students, parents and staff in understanding and using evaluative information consistent with the intended use/limitations of the given data.
   d) Uses comparative and interpretive data to develop a program that provides services for students consistent with information provided by the data.
   e) Assists other staff in using information from the area of specialty to student(s) in the classroom program.
   f) Develops goals and objectives which facilitate the implementation of programs and services for students.

COMMENTS:

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT  Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, and environment essential to the specialized programs.
   a) Selects or recommends materials, equipment and/or assessment tools consistent with the student needs.
b) Demonstrates and understanding of the intended use, limitations and restrictions of materials, procedures and/or assessment tools within the area of specialty.

c) Uses materials, procedures and/or assessment tools within the area of specialty in accordance with intended purposes.

d) Fosters an environment which provides privacy and protects student and family information consistent with federal and state regulations and district policies.

e) Continues to grow and develop professionally by enhancing content knowledge, instructional skills, and technological skills.

COMMENTS:

4. **THE SUPPORT PERSON AS A PROFESSIONAL** Each certificated support person demonstrates awareness of personal limitations and strengths and demonstrates continued professional growth.

   a) Keeps current with changes in the law, new developments, ideas and events related to the special field(s).
   
   b) Uses self-assessment to identify performance strengths, limitations and needs.
   
   c) Uses information from a variety of sources to improve performance.
   
   d) Responds to suggestions for performance improvement by providing rationale for acceptance or rejection.
   
   e) Plans for performance improvement utilizing available mentoring and support.
   
   f) Implements plans for performance improvement.
   
   g) Selects and participates in professional growth activities.
   
   h) Applies research, knowledge, and skills from professional development opportunities to improve practice.
   
   i) Contributes to efforts to achieve district and building goals.

COMMENTS:

5. **IN VolVEMENT IN ASSISTING STUDENTS, PARENTS AND EDUCATIONAL PERSONNEL** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

   a) Respects individual differences and demonstrates equitable treatment of students without regard to cultural, ethnic, economic, religious, social, physical, gender, age, cognitive and/or other differences.
   
   b) Identifies those students needing specialized programs and/or services.
   
   c) Consults with other staff, school personnel, parents and students concerning the development, coordination, and/or extension of services to those needing specialized programs.
   
   d) Develops and implements preventive and developmental program(s) that serve the needs of the school population and the special needs of students.
   
   e) Communicates the characteristics and needs of students to parents, staff, students and community members in group and individual settings.

COMMENTS:

6. **PROFESSIONAL RESPONSIBILITIES** The support person interacts with students, colleagues, and community members purposefully and effectively. The individual sees teaching as more than meeting with students and works with peers to identify and act on problems in the classroom and schools.

   a) Reflects on their teaching to consider if goals were met and if a lesson is effective.
   
   b) Is sensitive to the level of participation of their students.
   
   c) Makes accurate judgments about the effectiveness of their lessons.
d) Maintains accurate records of student completion of assignments, student progress toward learning, and non-instructional areas e.g. permission slips, attendance, lunch etc.

e) Maintains appropriate communication with families about the instructional program and individual student progress.

f) Makes contributions to their school and District through professional relationships with colleagues, service to their school and participation in school and district projects.

g) Continues to grow and develop professionally by enhancing content knowledge and instructional skills, and by providing service to their profession.

h) Makes contributions to his/her school and district through professional relationships with colleagues, service to his/her school, and participation in school and district projects.

i) Demonstrates professional and ethical conduct as defined by state law and district policy.

COMMENTS:

EVALUATOR RECOMMENDATION/SUMMATION:

______________  Satisfactory  _______________  Unsatisfactory

EVALUATEE COMMENTS:

DATE OF ANNUAL CONFERENCE:__________________________________________________________

EVALUATOR SIGNATURE:__________________________  (date delivered:___________)

EVALUATEE SIGNATURE:__________________________  (date received:___________)
The above named employee has qualified for a short form evaluation by receiving a satisfactory annual evaluation for four (4) years as a certificated employee of the Monroe School District. This short form evaluation is based upon verified factual information and direct observation obtained through one of the following. Observation dates are to be included in the appropriate blanks.

A. _____ One (1) thirty (30) minute observation with a written summary which occurred on ____________.

B. _____ Two (2) observations totaling sixty (60) minutes without written summaries which occurred on _______________ and on ________________.

C. _____ A series of walk-through observations totaling sixty (60) minutes without written summaries. These observations occurred on the following dates:

__________________________  ______________________  ______________________
__________________________  ______________________  ______________________
__________________________  ______________________  ______________________

EVALUATION:

The above named certificated employee has been evaluated and found to be satisfactory. (Check one.)

A. _____ A written summary of a thirty (30) minute observation. Attach a copy of the observation report.

B. _____ An annual evaluation report based on two (2) observations and totaling sixty (60) minutes without written summaries. Attach a copy of the annual evaluation report.

C. _____ An annual evaluation report based on an accumulative total of sixty (60) minutes of walk-through observations without written summaries. Attach a copy of the annual evaluation report.

__________________________            ______________________
Employee’s Signature               Date

__________________________            ______________________
Evaluator’s Signature               Date
# MONROE SCHOOL DISTRICT
PROFESSIONAL GROWTH OPTION PLAN

## Planning Worksheet

<table>
<thead>
<tr>
<th>Goal(s)</th>
<th>Activity(ies), Procedures Resources for Goal Accomplishment</th>
<th>Indicators of Goal Evaluation</th>
</tr>
</thead>
</table>

Staff Member: ____________________________  Assignment: ____________________________  Supervisor: ____________________________

School Year: ____________________________  Work Site: ____________________________  Conference Date: ____________________________

Staff Signature: ____________________________  Supervisor Signature: ____________________________

Support Personnel (If applicable): ____________________________
MONROE SCHOOL DISTRICT

PROFESSIONAL GROWTH OPTION PLAN

VERIFICATION

Name: ___________________________ School: ___________________________ Year: ________

Supervisor: _______________________ Grade: ___________________________

Subjects: _________________________

Goal(s): Teacher, Student, Program, Organizational (to be completed by staff member)

Identify Self-Assessment Instrument(s) Used:

To be completed by supervisor:

_____ Planning worksheet and activities verifying progress toward goal attainment were completed.

_____ Through routine observation, _________________________________’s overall performance has been satisfactory and has met statutory requirements.

Staff Signature: ___________________________ Date: ___________________________

Supervisor Signature ___________________________ Date: ___________________________
APPENDIX H-11, H-12, H-13

TPEP EVALUATION FORMS (noted in CBA):

1. Appendix H-11 – Teacher Self-Evaluation

2. Appendix H-12 – Comprehensive Goal Setting

3. Appendix H-13 – Transitional Professional Growth Option (TPGO Form)

If using a paper contract and unable to click on links above, the following navigation will take you to the documents:

Monroe.wednet.edu/staff-hub/directory ➔ Departments ➔ Human Resources ➔ Evaluations ➔ Certificated Staff & Administrators ➔ bottom of page ➔ Monroe Education Association Collective Bargaining Agreement
NOTICE OF GRIEVANCE

Type or Print:

Grievant ________________________________ Date ____________________________

Home Address of Grievant

Telephone ________________________________ School ____________________________

Immediate Supervisor ________________________________

Years in School System ____________ Subject Area or Grade ____________________________

Association Representative ________________________________

STATEMENT OF GRIEVANCE:

Date of Grievance ____________

Sections of Agreement relied on or claimed to be violated ____________________________

Persons/persons involved ____________________________

Nature of grievance and circumstances out of which it arose:

RELIEF SOUGHT:

Signature of Grievant ________________________________

DISTRIBUTION OF FORM:

Association Representative

Association

Immediate Supervisor

Grievant

Superintendent
APPENDIX I-2
Grievance Form B

DEcision of school principal or immediate supervisor

(To be completed by school principal or immediate supervisor within 7 days after meeting.)

Grievant ___________________________ Date of Meeting ___________________________

School ___________________________

School Principal/Immediate Supervisor ___________________________

Decision and proposed settlement of school principal or immediate supervisor and reasons therefor:

Date of decisions __________________ Signature of School Principal or Immediate Supervisor

Grievant's response: (To be completed by grievant within 7 days of decision.)

_______ I accept the above decision.

_______ I hereby refer the above decision to the Superintendent for review.

Date of Response __________________ Signature of Grievant

Distribution of form:
Association Representative
Association
Immediate Supervisor
Grievant
Superintendent
APPENDIX I-3
Grievance Form C

DECISION BY SUPERINTENDENT OR DESIGNEE

(To be completed by superintendent within seven (7) days after meeting.)

Grievant

Date Appeal Received by Superintendent

Date of Meeting Held by Superintendent

DECISION OF SUPERINTENDENT AND REASONS THEREFOR:

Date of Decisions

Signature of Superintendent

GRIEVANT'S RESPONSE: (To be completed by grievant within 7 days of decision.)

_____ I accept the above decision.

_____ I hereby submit this grievance to Step 3.

Date of Response

Signature of Grievant

DISTRIBUTION OF FORM:
Association Representative
Association
Immediate Supervisor
Grievant
Superintendent
Chapter 392-136 WAC
FINANCE—CONVERSION OF ACCUMULATED SICK LEAVE

WAC 392-136-003 Authority. The authority for this chapter as applied to educational service districts is RCW 28A.310.490 which authorizes the superintendent of public instruction to adopt rules and regulations related to a mandatory attendance incentive program for all employees of educational service districts. The authority for this chapter as applied to school districts is RCW 28A.400.210 which authorizes the superintendent of public instruction to adopt rules and regulations related to a permissive attendance incentive program for employees of school districts.

[Statutory Authority: 1990 c 33, §90-16-002 (Order 18), §392-136-003, filed 7/19/90, effective 8/19/90. Statutory Authority: RCW 28A.21.360 and 28A.58.096, 84-04-034 (Order 84-2), §392-136-003, filed 1/26/84.]

WAC 392-136-005 Purpose. The purpose of this chapter is to implement RCW 28A.400.210 and 28A.310.490 which provide for compensating school district and educational service district employees for accumulated sick leave. The rules set forth in this chapter are not intended to govern the leave policies of a district for other purposes.

[Statutory Authority: 1990 c 33, §90-16-002 (Order 18), §392-136-005, filed 7/19/90, effective 8/19/90. Statutory Authority: RCW 28A.21.360 and 28A.58.096, 84-04-034 (Order 84-2), §392-136-005, filed 1/26/84. Statutory Authority: RCW 28A.58.097, 82-16-036 (Order 82-6), §392-136-005, filed 7/20/82. Statutory Authority: 1980 c 182 §§5 and 6, 80-12-029 (Order 80-23), §392-136-005, filed 8/20/80.]

WAC 392-136-010 Definitions. As used in this chapter:

(1) The term "month of employment" shall mean each calendar month during which an individual is considered by a school or educational service district to be an employee of the district by virtue of the existence of an oral or written contractual relationship which either obligates the individual to perform services during the month or thereafter or obligates the district to provide compensation to the individual during the month or thereafter for services provided, or both.

(2) The terms "full day" and "full day of sick leave" shall each mean and be equivalent to one day of full-time employment for each employee or classification of employees as established by policies now or hereafter adopted by each individual school and educational service district board or by the pertinent terms of applicable collective bargaining contracts, or both.

(3) The term "full-time daily rate of compensation" shall mean the salary of an employee or classification of employees for each full day of employment exclusive of supplemental pay such as extracurricular pay, overtime pay, standby pay and premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.

(4) The term "sick leave" shall mean leave granted to an employee for the purpose of absence from work pay in the event of illness or injury, or both.


WAC 392-136-015 Annual conversion of accumulated sick leave. (1) Commencing in January 1981, and each January thereafter, each eligible, current employee of a school district and educational service district may elect to convert excess sick leave to monetary compensation as provided in this section.

(ii) Shall have accumulated in excess of sixty full days of unused sick leave at a rate of accumulation no greater than one full day per month (a maximum of twelve days per year) as of the end of the previous calendar year; and

(iii) Shall provide written notice to his or her employer during the month of January of his or her intent to convert excess sick leave days to monetary compensation.

(b) Excess sick leave: The number of sick leave days which an eligible employee may convert shall be determined by:

(1) Taking the number of sick leave days in excess of sixty full days that were accumulated by the employee during the previous calendar year at a rate of accumulation no greater than one full day per month of employment as pro-
vided by the leave policies of the district(s) of employment (a maximum of twelve days per year); and

(ii) Subtracting therefrom the number of sick leave days used by the employee during the previous calendar year.

The remainder, if positive, shall constitute the number of sick leave days which may be converted to monetary compensation.

(c) Rate of conversion. Sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent of an employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Partial days of eligible sick leave shall be converted on a pro rata basis.

(3) All sick leave days converted pursuant to this section shall be deducted from an employee's accumulated sick leave balance.

(4) Compensation received pursuant to this section shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state.


WAC 392-136-020 Conversion of sick leave upon separation from district employment. (1) Eligible employees. Upon separation from district employment the following employees may personally, or through their estate in the event of death, elect to convert accumulated, unused sick leave up to a maximum of one hundred eighty days to monetary compensation as provided in this section:

(a) Eligible educational service district employees are those who terminate employment with the educational service district due to either retirement or death.

(b) Eligible school district employees are those who qualify under an attendance incentive program established by the school district board of directors pursuant to WAC 392-136-065 and who:

(i) Separate from employment with the school district due to death or retirement; or

(ii) After June 7, 2000, separate from employment with the school district and are at least age fifty-five and:

(A) Have at least ten years of service under teachers' retirement plan 3 as defined in RCW 41.32.010(40), or under Washington school employees' retirement system plan 3 as defined in RCW 41.35.010(31), or

(B) Have at least fifteen years of service under teachers' retirement system plan 2 as defined in RCW 41.32.010(39), or under Washington school employees' retirement system plan 2 as defined in RCW 41.35.010(30), or under public employees' retirement system plan 2 as defined in RCW 41.40.010 (34).

(c) In order to receive reimbursement for unused sick leave, by virtue of retirement pursuant to subsection (1)(a) or (1)(b)(i) of this section the employee has separated from such employment and have been granted a retirement allowance under the laws governing the teachers' retirement system, the public employees' retirement system, or the school employees' retirement system whichever applies; however, it is not necessary that the employee actually file for retirement prior to the date of his or her separation so long as the application is thereafter filed within a reasonable period of time and without the occurrence of any intervening covered employment.

(d) Eligible school district employees who qualify under an attendance incentive program established by the school district board of directors pursuant to WAC 392-136-065 and who have previously separated from a school district due to retirement may cash out subsequent earned sick leave under the following exceptions:

(i) The employee ceases receipt of retirement benefits and reestablishes membership in the retirement system, including resuming payments into the system; or

(ii) The employee establishes, and makes payment into, a second retirement system from which they may subsequently retire.

(2) Sick leave days include all unused sick leave days that have been accumulated from year to year up to a maximum of the number of contracted days agreed to in a given contract, but not greater than one year, by an eligible employee, less sick leave days previously converted pursuant to WAC 392-136-015 and those credited as service rendered for retirement purposes.

(3) Rate of conversion. Sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent of an employee's current, full-time daily rate of compensation at the time of termination of employment for each full day of eligible sick leave. Partial days of eligible sick leave shall be converted on a pro rata basis.

(4) Deduction of converted days. All sick leave days converted pursuant to this section shall be deducted from an employee's accumulated sick leave balance.

(5) Exclusion from retirement allowance. Compensation received pursuant to this section shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state.


WAC 392-136-025 Conversion of sick leave upon retirement or death for postretirement medical benefits. School districts and educational service districts may, in lieu of monetary compensation, as provided for in WAC 392-136-020, make payment to an organization for postretirement medical benefits when each of the following conditions have been met:

(1) The organization is authorized under law to engage in the receipt and management of moneys for postretirement medical benefits; and

(2) The organization and the employee have furnished a signed statement holding the school district or educational service district harmless for any loss, liability, or damages that may occur arising from the making the payment to the organization for postretirement medical benefits.

Moneys paid under this section for postretirement medical benefits shall not be included for the purpose of comput-
Sick Leave Time

WAC 392-136-060 Application to school districts.
The provisions of this chapter as applied to school districts are applicable only to school district employees included within an incentive attendance program established pursuant to WAC 392-136-065. The provisions of WAC 392-136-060 through 392-136-085 are applicable only to school districts.

WAC 392-136-065 School districts—Board authority—Subject to collective bargaining if applicable. Every school district board of directors may establish an attendance incentive program as provided for in this chapter for any or all certificated and noncertificated employees. Provided, That the terms and conditions of an attendance incentive program for employees represented by a bargaining representative pursuant to either chapter 41.56 or 41.59 RCW, shall be established and implemented in accordance with chapter 41.56 or 41.59 RCW, whichever chapter is applicable.

WAC 392-136-070 School districts—Basis of accounting for accumulated sick leave balance for buy out purpose. Sick leave for buy out purpose shall be earned, used, and converted to monetary compensation on a last-in-first-out (LIFO) basis in accordance with the provisions of this chapter. The reduction to one hundred eighty days on December 31, 1983 and each year thereafter, as provided in WAC 392-136-075, shall be on a LIFO basis, after the December 31 balance has first been reduced for any front end loaded unearned days which may be posted for sick leave purpose but not earned for sick leave buy out purpose.

WAC 392-136-075 School districts—Annual one hundred eighty-day limitation on accumulated sick leave balance for buy out purpose. The maximum accumulated sick leave balance for buy out purpose shall be controlled as follows:

(1) Commencing at midnight December 31, 1983 and on each midnight December 31 thereafter, and prior to the addition of sick leave earned for January, but after the transactions for sick leave earned and used for December and after reductions of sick leave balance due to conversion of sick leave during January, each employee of a school district shall be limited for sick leave buy out purpose to a maximum earned sick leave balance of one hundred eighty days on such date and time. This balance does not include any front end loaded or other days which may be posted for sick leave purpose but not earned for sick leave buy out purpose.

(2) Commencing on January 31, 1984 and on the end of each month thereafter there shall be added to the accumulated sick leave balance of each employee for sick leave buy out purpose sick leave earned during that month.

(3) Each employee whose sick leave balance for buy out purpose exceeds one hundred eighty days on midnight December 31, computed in accordance with the first paragraph of this section, shall lose days accumulated that are in excess of this maximum in January of each year if such employee fails to exercise the annual buy out option provided for in this chapter or if such employee's sick leave buy out balance exceeds this maximum for any other reason.

WAC 392-136-085 School districts—Previous payments in connection with excess accumulations of sick leave disregarded. Nothing in this chapter shall be construed as requiring or allowing, on account of a previous accumulation of sick leave in excess of one hundred eighty days, the recovery of payments for either used or converted sick leave made during the period of June 13, 1980, through July 23, 1983, to any school district employee who had been allowed by his or her school district of employment to accumulate an unused sick leave balance in excess of one hundred eighty days. And nothing in this chapter shall be construed as requiring or allowing the accumulated unused and unconverted sick leave balance of any employee of a school district to be reduced on account of any such payment.

(8/23/85)
REQUEST FOR APPROVAL OF COLLEGE AND CLOCK HOUR CREDITS

Eligible Academic, In-service, or Non-degree Credits to be recognized for Placement on LEAP Salary Allocation Documents

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>School/Location</td>
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</tr>
<tr>
<td>Current Assignment</td>
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**Instructions:**

- Enter in the table below the requested information about each course. Use the list of criteria below to determine which letter to put in the last column. Additional approval forms listing more courses may be attached to this certification.
- Submit the original of this form to the Human Resources Office by October 15th along with official transcripts and/or original clock hour forms.
- Coursework must be completed no later than August 31st.
- Provide additional documentation as required by WAC 232-121-230 to the Human Resources Office.
- Keep a copy for your records of coursework and approval forms submitted.

<table>
<thead>
<tr>
<th>Date or Term Earned</th>
<th>Institution or Provider</th>
<th>Course #</th>
<th>Course Name</th>
<th>Credits (Qtr/Sem)</th>
<th>Clock Hours</th>
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</table>

"1" - Explain connection of course content to recognition criteria. Attach additional page(s) as needed.

**Recognition Criteria:** Credits earned after September 1, 1995, MUST meet criteria established by the Legislature (RCW 28A.415.023) before they can be used for placement on LEAP salary allocation documents. At the time credits are recognized by the school district, the content of the course MUST meet at least one of the following:

A. Is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.555.110, the annual school performance report, for the school in which the individual was assigned.
B. Pertains to the individual's current assignment or expected assignment for the following school year.
C. Is necessary for obtaining an endorsement as prescribed by the Washington Professional Educator Standards Board.
D. Is specifically required for obtaining advanced levels of certification.
E. Is included in a college or university degree program that pertains to the individual's current assignment, or potential future assignment, as a certificated instructional staff of the school district where the potential of the future assignment is agreed upon by the school district and the individual.
F. It addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff.
G. It pertains to the revised teacher evaluation system under RCW 28A.405.1000, including the professional development training provided in RCW 28A.405.106.

I certify that the above is true and accurate to the best of my knowledge. I also understand that it is contrary to the Professional Code of Conduct to misrepresent or falsify information contained herein.

Employee Signature ____________________________ Date __________________

Human Resources Signature ____________________________ Date __________________

Approved ☐ Not Approved ☐ Comments ____________________________
Use the tab at the bottom of the page in order to view the assessment calendar for other grade levels.

**Monroe School District Assessment Calendar 2021 - 2022**

### 1st Semester: September 8 – January 27
Quarter 1: Sept 8 - Nov 12 | Quarter 2: Nov 15 – Jan 27
K-12 Fall Conferences: October 25 – 26, 2021

<table>
<thead>
<tr>
<th>Assessment</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
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<th>April</th>
<th>May</th>
<th>June</th>
<th>Purpose</th>
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<td>9/8</td>
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<td>i-Ready &amp; Early Literacy Screener</td>
<td>9/8 - 1/8</td>
<td>ELA &amp; Math</td>
<td>1st – 5th</td>
<td>1/3 - 2/4</td>
<td>Students below grade level</td>
<td>Kindergarten – 5th</td>
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<td>Required State Testing and for Federal Accountability</td>
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<tr>
<td>Fountas &amp; Pinnell Benchmark Assessment</td>
<td>9/8 - 10/8: 1st – 3rd</td>
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<tr>
<td>SBQ</td>
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<td>11/10</td>
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<td>4th – 5th</td>
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<td>12/17</td>
<td>ELA &amp; Math</td>
<td>4th – 5th</td>
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<td>Hi Cap Reporting &amp; Selection</td>
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<td>Hi Cap Screener</td>
<td>WIDA Screener (for qualifying students) must be complete within 30 days of first day of school</td>
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<tr>
<td>WIDA Annual &amp; Alternate Annual</td>
<td>9/31 – 3/26</td>
<td>For ELL &amp; Title III</td>
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<td>2nd semester data submitted by 6/10/21</td>
<td>Required State Testing and for Federal Accountability</td>
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<tr>
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<td>1st semester data submitted by 1/27/21</td>
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### 2nd Semester: January 31 – June 21
Quarter 3: January 31 - April 1 | Quarter 4: April 11 – June 21
K-5 Spring conferences: March 22 – 25, 2022

Calendar Updates:
9/15/2021: Adjustment of WIDA dates to match OSPI timeline and calendar & addition of RAN tasks for K-1
9/19/2021: Addition of conference dates, revision of school end dates, revision of BAS assessment window for 4th & 5th grade

End Notes & Additional Information:
1. COGAT Hi Cap: Universal Screening in Grades 2 & 4. Any student can be referred by staff or family in all other grades.
2. Paper/Pencil Assessments: These are available only to support large print, braille, and standard print forms for students whose IEP or 504 plan states paper.
3. WA-AIM:
   a. Fall retests are specific to students with the most significant cognitive disabilities, in grades 11 or 12, to use as a pathway to demonstrating post-secondary career or college readiness.
   b. The fall assessment window, for all other grades, is required for students who were not assessed in spring 2021.
4. OSPI Developed Assessments: Formerly known as "CBA". More information available on the OSPI Developed Assessment page.
### Monroe School District Assessment Calendar
#### 2021 - 2022

**1st Semester: September 8 – January 27**
Quarter 1: Sept 8 - Nov 12 | Quarter 2: Nov 15 – Jan 27
K-12 Fall Conferences: October 25 – 29, 2021

**2nd Semester: January 31 – June 21**
Quarter 3: January 31 - April 1 | Quarter 4: April 11 – June 21
K-5 Spring conferences: March 22 – 25, 2022

<table>
<thead>
<tr>
<th>Assessment</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>Purpose</th>
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</thead>
<tbody>
<tr>
<td><strong>i-Ready</strong></td>
<td>9/8 - 10/8</td>
<td>ELA &amp; Math</td>
<td>6th - 8th</td>
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<td>1/3 - 2/4</td>
<td>ELA &amp; Math</td>
<td>6th - 8th</td>
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<td>5/9 - 6/10</td>
<td>ELA &amp; Math</td>
<td>6th - 8th</td>
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<td><strong>WCAS</strong></td>
<td>9/27 – 11/10</td>
<td>Science</td>
<td>6th</td>
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<td>1/11 – 3/6</td>
<td>Science</td>
<td>5th</td>
<td>Required State Testing and for Federal Accountability</td>
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**Middle School: 6th - 8th Grade**

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<th>Sept</th>
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<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
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<th>April</th>
<th>May</th>
<th>June</th>
<th>Purpose</th>
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<tbody>
<tr>
<td>Whole Child Survey</td>
<td>11/12 – 12/17</td>
<td>ELA &amp; Math</td>
<td>6th - 8th</td>
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<td>5/06</td>
<td>6th - 8th</td>
<td>Culture, Climate, and SEL Survey</td>
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<tr>
<td><strong>COGAT Hi Cap Screening</strong></td>
<td>Dates TBD</td>
<td>Hi-Cap Screener</td>
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<td>Hi Cap Reporting &amp; Selection</td>
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<tr>
<td><strong>WIDA Annual &amp; Alternate Annual</strong></td>
<td>WIDA Screener (for qualifying students) must be complete within 30 days of first day of school</td>
<td>1/21 - 3/25</td>
<td>For ELL &amp; Title III</td>
<td>6th - 8th</td>
<td>2nd semester data submitted by 6/10/21</td>
<td>Required State Testing and for Federal Accountability</td>
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<td><strong>OSPI Developed Assessments</strong></td>
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</table>

**Calendar Updates:**
9/15/2021: Adjustment of WIDA dates to match OSPI timeline and calendar & addition of RAN tasks for K-1
9/20/2021: Addition of conference dates, revision of school end dates, revision of BAS assessment window for 4th & 5th grade

**End Notes & Additional Information:**
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2. **Paper/Pencil Assessments: These are available only to support large print, braille, and standard print forms for students whose IEP or 504 plan states paper.**
3. **WA-AIM:**
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   b. The fall assessment window for all other grades, is required for students who were not assessed in spring 2021.
4. **OSPI Developed Assessments: Formerly known as "CBA." More information available on the OSPI Developed Assessment page.**
### Monroe School District Assessment Calendar

#### 2021 - 2022

<table>
<thead>
<tr>
<th>Assessment</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>Purpose</th>
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<tbody>
<tr>
<td><strong>High School: 9th - 12th Grade</strong></td>
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<tr>
<td>SBA</td>
<td>9/27-11/10</td>
<td>ELA &amp; Math</td>
<td>9th, 11th, &amp; 12th</td>
<td>3/7 - 6/3</td>
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<td>Identify student needs and supports</td>
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<td>Whole Child Survey</td>
<td>11/12 - 12/17</td>
<td>9th - 12th</td>
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<td>59 - 6/1</td>
<td>9th - 12th</td>
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<td>COGAT Hi Cap Screening</td>
<td>Dates TBD</td>
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<td>Hi Cap Reporting &amp; Selection</td>
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**Calendar Updates:**
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- 9/16/2021: Addition of conference dates, revision of school end dates, revision of BAS assessment window for 4th & 5th grade

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### APPENDIX M-1

**Regular Classroom Teacher K-5**

**Hours earned**

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133
## APPENDIX M-2

Regular Classroom Teacher K-5

### Dollars earned

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<th>over by:</th>
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134
## Regular Classroom Teacher 6-12

### Trigger event (per student, per period/section)

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*ParaEducator Time*

### Dollars earned (per student, per period/section)

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*ParaEducator Time*

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**Regular Classroom Teacher 6-12**

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<td>$235.32</td>
<td>$313.76</td>
<td>$392.20</td>
<td>$470.64</td>
</tr>
<tr>
<td>17</td>
<td>$83.34</td>
<td>$166.69</td>
<td>$250.03</td>
<td>$333.37</td>
<td>$416.71</td>
<td>$500.06</td>
</tr>
<tr>
<td>18</td>
<td>$88.25</td>
<td>$176.49</td>
<td>$264.74</td>
<td>$352.98</td>
<td>$441.23</td>
<td>$529.47</td>
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<tr>
<td>19</td>
<td>$93.15</td>
<td>$186.30</td>
<td>$279.44</td>
<td>$372.59</td>
<td>$465.74</td>
<td>$558.89</td>
</tr>
<tr>
<td>20</td>
<td>$98.05</td>
<td>$196.10</td>
<td>$294.15</td>
<td>$392.20</td>
<td>$490.25</td>
<td>$588.30</td>
</tr>
<tr>
<td>21</td>
<td>$102.95</td>
<td>$205.91</td>
<td>$308.86</td>
<td>$411.81</td>
<td>$514.76</td>
<td>$617.72</td>
</tr>
<tr>
<td>22</td>
<td>$107.86</td>
<td>$215.71</td>
<td>$323.57</td>
<td>$431.42</td>
<td>$539.28</td>
<td>$647.13</td>
</tr>
<tr>
<td>23</td>
<td>$112.76</td>
<td>$225.52</td>
<td>$338.27</td>
<td>$451.03</td>
<td>$563.79</td>
<td>$676.55</td>
</tr>
<tr>
<td>24</td>
<td>$117.66</td>
<td>$235.32</td>
<td>$352.98</td>
<td>$470.64</td>
<td>$588.30</td>
<td>$705.96</td>
</tr>
<tr>
<td>Stipends and Additional Pay CBA 2021-2024</td>
<td></td>
<td></td>
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<tr>
<td>-----------------------------------------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cash out of unused personal leave days</strong></td>
<td>$200.00 per day</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Curriculum rate for work outside workday or year &amp; not covered elsewhere in contract</strong></td>
<td>$35.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Summer School or other classes for students, including special needs tutors</strong></td>
<td>Per dem</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Employees teaching or presenting to other staff (amounts shown are per contact hour)</strong></td>
<td>$53.67</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Employees assigned to curriculum committees (curriculum rate)</strong></td>
<td>$35.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>CTMC</strong></td>
<td>$482.00</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Covering classes (required to give up prep period)</strong></td>
<td>Per dem</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Professional Funds (Beginning employees less than 2 years experience) x FTE</strong></td>
<td>$675.00</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Program Coordinators</strong></td>
<td>$1,739.00</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Mentors (Mentors for new teachers with 0 years of experience)</strong></td>
<td>$1,000.00</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>New Teacher Seminars (0 years experience) Curriculum rate plus college credit &amp; clock hours available</strong></td>
<td>$35.00</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Professional Improvement Day (optional)</strong></td>
<td>Per dem</td>
<td></td>
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</tr>
<tr>
<td><strong>Additional Days (some positions offered additional days of work)</strong></td>
<td>Per dem</td>
<td></td>
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</tr>
<tr>
<td><strong>Travel Time (Paid per semester) Traveling over 100 miles per month are paid at the IRS Reimbursement Rate</strong></td>
<td>$265.00</td>
<td></td>
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</tr>
<tr>
<td><strong>Additional pay to special education, speech language pathologists, occupational &amp; physical therapists, &amp; psychologists</strong></td>
<td>$1,700.00</td>
<td></td>
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<tr>
<td><strong>Dual Language Program Workload Stipend</strong></td>
<td>$2,000.00</td>
<td></td>
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</tr>
<tr>
<td><strong>ELL Workload Stipend (Title and LAP)</strong></td>
<td>$2,000.00</td>
<td></td>
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</tr>
<tr>
<td><strong>ELL Workload Stipend (Title and LAP - Title 1 School)</strong></td>
<td>$3,000.00</td>
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</tr>
<tr>
<td><strong>English Teachers (6th grade-12th grade) Pro-rated on number of English sections taught per semester</strong></td>
<td>$1,298.00</td>
<td></td>
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<tr>
<td><strong>Medicaid Billing Support</strong></td>
<td>$500.00</td>
<td></td>
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<tr>
<td><strong>Doctorate Degree</strong></td>
<td>$1,000</td>
<td></td>
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<tr>
<td><strong>Substitutes Pay—Daily rate</strong></td>
<td>$175.00</td>
<td></td>
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</tr>
<tr>
<td><strong>Substitute Pay—Preferential rate (after 30 days)</strong></td>
<td>$190.00</td>
<td></td>
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</tr>
<tr>
<td><strong>Substitute Pay—Returning Retired MSD Teachers</strong></td>
<td>+ $20.00 Daily</td>
<td></td>
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</tr>
</tbody>
</table>

The above chart does not include the regular salary schedule, TRI salary schedule, or co-curricular salary schedule. It also does not include reference to the relief awarded in cases of certain class size or case load overloads. And finally, it does not include reference to the employer contribution for insurance benefits.
Joint Monroe School District

and

Monroe Education Association

Equity Committee Agreement

The Joint District and Association Equity committee are charged with collaborating to develop a shared vision for implementing specific steps designed to promote equity for marginalized communities. These steps will include but are not limited to:

a. Assessing problems and underlying conditions in the school community affecting members of marginalized communities and identifying specific factors that perpetuate inequities.

b. Professional development with a focus on culturally responsive instructional practices, and building safe, healthy, and inclusive school environments and implicit bias training;

c. Recommendations for allocating District resources to support student centered equity efforts, other District structures that promote progress towards racial and social justice, and meaningful partnerships with families and the community, and;

d. Using data related to marginalized communities to inform our thinking and practices.

e. Recruit and retain educators of color (EOC) and other marginalized individuals to the Monroe School District.

The District and the Association will use Labor and Management meetings to move this work forward. The Joint District and Association Equity Committee will be informed of and given the option of adding recommendations to all mutually identified committees impacting instruction and learning. These committees shall be identified at monthly Labor Management meetings and will include but not be limited to hiring, professional development, and curriculum committees. The Joint District and Association Equity Committee will make every effort to assure that the Committee reflects racial and ethnic diversity that is representative of the student population. This agreement is not subjected to the grievance procedure.
MEMORANDUM OF AGREEMENT
between the
Monroe School District ("District")
and the
Monroe Education Association ("Association")

The District and Association agree to grant MEA members with more than 180 days of allocated annual leave "grandfathered" status. Members identified at the beginning of the 2010-2011 school year of having more than 1267 annual leave hours (181 days) are allowed to retain their excess leave hours and utilize this leave time through the remainder of their contractual working status with the District. This excess leave will be designated as "grandfathered leave" and associated grandfathered balances will no longer accrue.

Grandfathered leave can be utilized for annual leave purposes AFTER front loaded annual leave (12 days) has either been used up or sold back during the January Leave Buy Back timeframe. Front loaded days (12 days) must be zero balanced prior to accessing grandfathered leave.

Grandfathered leave cannot be donated or cashed out by the MEA member. Upon retirement, grandfathered leave will not be eligible for cash out purposes as outlined in WAC/RCW/CBA language.

The District will uphold this agreement barring any future OSPI audit directives or legal findings.

[Signature]
For the Monroe School District

[Signature]
For the Monroe Education Association

8/24/11
Date

8-24-11
Date