

2018-2020
Montesano Education Association
Collective Bargaining Agreement

Collective Bargaining Agreement with the
Montesano Education Association
And
The Montesano School District No. 66

MEA Collective Bargaining Agreement 2018-19

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PREAMBLE

This Collective Bargaining Agreement is entered into and between the Montesano School District, hereinafter called the “District” and the Montesano Education Association, hereinafter called the “Association” or “MEA.”

ARTICLE I ADMINISTRATION OF AGREEMENT

Context

Section 1.1.1 Unless the context in which they are used clearly requires otherwise, words used in this agreement denoting gender shall include both the masculine and feminine, and words denoting number shall include both singular and plural.

Recognition

Section 1.2.1 The District hereby recognized the Montesano Education Association as the sole and exclusive representative for all regular full-time and regular part-time nonsupervisory certificated employees and certificated employees on leave by action of the District’s Board of Directors.

Section 1.2.2 Such representation shall exclude the Superintendent, Business Manager, Curriculum Director, Employee Relations Director, Personnel Director, Student Services Director, Administrative Assistant, Supervisor of Maintenance and Operations, Principal(s), Assistant or Vice-Principal(s), Activities Director, Vocational Director, Technology Coordinator, Transportation Supervisor, and confidential employees and supervisors as defined in RCW 41.59.

Contractual Coverage for Substitutes

Section 1.3.1 Substitute certificated employees who have worked for the District for twenty (20) consecutive teaching days, or for thirty (30) cumulative teaching days during any continuous twelve (12) month period, and, who remain available to perform certificated substitute work, shall be considered as members of the bargaining unit. Only the following provisions of this contract, however, shall be applicable to such certificated employees: The provisions of Art. I, Section 1, 2, 3, 5, 6; Art. III, Section 1, 10, 12, 17; Art. IV Section 1, 2, 5, 6; Art. V.

Section 1.3.2 Any questions of unit determination for employees listed above in this section shall be submitted to the Public Employment Relations Commission (PERC).

Status of the Agreement

Section 1.4.1 Any individual contract between the District and an individual employee covered by this agreement shall be subject to, and consistent with, the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 1.4.2 This Agreement shall supersede any rules, regulations, or policies of the District which shall be contrary to, or inconsistent with its terms. Modification of this Agreement is permitted only by mutual consent in writing. All provisions of this Agreement will continue in effect until a successor Agreement is negotiated.

Conformity to Law

Section 1.5.1 If any provision of the Agreement is found to be contrary to Washington State law, or the U.S. Constitution, such provisions shall have effect only to the extent permitted by law, but all provisions of this Agreement shall continue in full force and effect. Any section or language that is found contrary to law shall be reopened in an attempt to negotiate a successor which is not contrary to law.

Section 1.5.2 The Association assures the District that its labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and contracts for goods and services will be considered and not discriminated against on the basis of race, color, creed, national origin, gender, age, disability, marital status, or sexual orientation (including gender expression or identity) in accordance with State and Federal Law.

ARTICLE II

ASSOCIATION RIGHTS

Use of Buildings, Bulletin Boards, Equipment, Mailboxes

Section 2.1.1 The Association and its members can use school building facilities for meetings at all responsible times, provided it does not interrupt normal school operations or assigned duties. Buildings use shall be arranged through the building principals. Pursuant to RCW 28A.320.510, the District has the right to require a reasonable rental fee for the use of school district facilities.

Section 2.1.2 The Association will be allowed to use in-district mail service, email, and employee mailboxes for the dissemination of announcements and information to the employees of the District. Association correspondence shall include the Association official title and indicate the Association representative issue the correspondence.

Section 2.1.3 The Association acknowledges that the equipment and facilities identified in this section are public resources that may be monitored and that Association use of this equipment and facilities does not create an expectation of privacy for their use. No Association use of District facilities or equipment will interfere with the operation of the District's business or cause additional expense to the District. Association members shall not use the resources identified in this section for personal purposes (matters which do not relate to official Association or District business). The Association agrees to comply with any other limits placed on the District's use of the resources identified in this section by the District's provider or by legal definition.

Section 2.1.4 The Association can use the District's equipment when such equipment is not otherwise in use. Use of such equipment shall be granted by the building principal. The Association shall reimburse the District for supplies and materials incidental to such use.

Section 2.1.5 The Association can post notices of activities and matters of Association concern on a bulletin board in the faculty lounge in each school building of the District.

Section 2.1.6 Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided it does not interrupt the normal school operations or assigned duties. It is the responsibility of the above-mentioned Association representative(s), if they are from another building with the District and/or from outside the District, to report to the building principal's office prior to contacting members in an individual building. Any mutually agreed upon meetings during the workday between the Association and the District will result in no loss of pay.

Distribution of the Agreement

Section 2.2.1 Within twenty-five (25) working days following ratification signing of this Agreement, the District shall send an electronic copy through District email to all certificated staff as well as place the Agreement on the District website. All new employees to the District shall be provided an electronic copy of the Agreement by the District upon issuance of their personal service contract. Fifteen (15) additional copies shall be provided to the Association.

Management Rights

Section 2.3.1 The right to manage the school district and to direct its employees and operations is vested and retained by the Board of Directors, except as this right is expressly limited by this Agreement.

Association Exclusivity

Section 2.4.1 Duly authorized representatives of the Association are afforded all rights and privileges set forth in this agreement. These rights and privileges are afforded to the Association as legal representatives of all employees covered under this agreement.

Wednesday Meetings

Section 2.5.1 The District will make every effort not to schedule required meetings on the last two Wednesday's of the month that conflict with employees' individual responsibilities to represent the Association.

Sharing of Public Information

Section 2.6.1 In response to reasonable requests, either party agrees to make available such public information as may be necessary for collective bargaining, processing grievances or any

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

ARTICLE III

EMPLOYEE RIGHTS

Right to Organize

Section 3.1.1 Employees shall have the right to self-organization, to form, join, or assist an employee organization to bargain collectively through representatives of their own choosing.

Non-Discrimination

Section 3.2.1 Neither the District nor the Association shall unlawfully discriminate against any employee or applicant for employment by reasons of race, creed, color, marital status, gender, age, domicile, national origin, sexual orientation or because of their membership or nonmembership in employee organizations.

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

Harassment

Section 3.3.1 The Montesano School District has adopted policies on harassment. They may be found on the District's website under school board policies. In addition, they are also posted in each school building. Any questions, concerns, or complaints should be directed to an employee's supervisor or to the Superintendent.

Personnel File

Section 3.4.1 Employees shall have the right to review, by prior appointment, all materials in their personnel file. The Superintendent or his/her/their designee may be present during this review. At the certificated employee's request, a representative of the Association may accompany the employee in review of his/her/their file.

Section 3.4.2 No part of an employee's personnel file, except for his/her/their employment contract or other public documents, will be given to anyone without the consent of the employee or a court order. If any documents are to be examined by a third party, the employee shall be present at that time.

Section 3.4.3 Derogatory information can only be entered into the employee's file under the following conditions:

- A. The employee will be notified in writing within two (2) working days that such information has been placed in the file.

- B. Employees shall have the right to answer and/or refute, in writing, any materials which may be judged by them to be derogatory to their conduct, service, competence, character, or personality.
- C. The written response shall be made part of the employee's personnel file.
- D. If a third-party request for viewing and/or copying material from an employee's personnel file is made, the employee shall be notified within one (1) business day (24 hours).
- E. All negative documents, excluding evaluations, may be expunged after two (2) years, upon an employee's written request.
- F. If an anonymous letter or information comes to any administrator, it must be brought to the attention of the employee in writing, before any formal action is taken.

Academic Freedom

Section 3.5.1 The District believes that controversial issues are part of the District Instructional Program, when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of students. Questionable matters shall be referred to the principal for decision.

Section 3.5.2 In discussing controversial issues, the employee will encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, the employee will respect positions other than his/her/their own. Students will be encouraged, after class discussion and independent inquiry, to reach their own conclusion regarding controversial issues.

ARTICLE IV

CALENDAR AND BUILDING HOURS

Calendar

Section 4.1.1 The District and the Association agree that the school calendar is a mandatory subject of collective bargaining. The school calendar involves the number of teaching days, in-service days, vacation periods, and length of the school year.

Section 4.1.2 The opening day of school is not subject to collective bargaining. As to the opening day of school, the school district shall give notice to the Association of the proposed opening date and a reasonable opportunity to present to the Board of Directors and the School District the Association's view as to the date that school should open prior to the adoption of the opening day of school by the Board of Directors of the School District.

Section 4.1.3 MEA will make every effort to collaborate with the employees outside this bargaining group to develop the school calendar.

Section 4.1.4 The District and MEA agree that, if the District decides to hold an open house, every effort will be made to only hold it on the evening of a workday, which may include training days that have already been agreed to in calendar negotiations, unless by mutual

agreement of the District and the Association. If it is not possible, the Association and the District will meet to resolve any conflict.

Section 4.1.5 The District will provide a copy of the current school year calendar and pay schedule for certificated staff.

Building Hours

Section 4.2.1 Regular hours for employees shall be seven and one half (7 ½) hours, beginning at 7:50 a.m. and ending at 3:20 p.m., and shall include a minimum of thirty (30) continuous minutes of duty-free lunch. During late-start schedule due to inclement weather, employees should arrive at school as soon as they safely can, or at least thirty (30) minutes prior to the start of the regular schedule.

Section 4.2.2 The District shall make every effort to average the number of subject area preparations at the desirable level of three (3) per full time secondary employee.

Section 4.2.3 Educational employees shall also be entitled to planning time each day to be used for lesson planning, paper corrections, student/parent conferencing, etc. Classroom employees at the elementary level will have no less than forty (40) continuous minutes per day of instructional planning time.

This time excludes before and after school, lunch-time, and one (1) fifteen (15) minute recess may be granted at/by the principal's discretion.

Section 4.2.4 Each employee who loses one (1) preparation period to cover another employee's class, or to proctor federal, state, or district assessments, when approved by the building administrator, will be compensated at thirty-five dollars (\$35) per incident and reimbursed monthly.

Section 4.2.5 A teacher has the right to decline to cover a class and a reason does not have to be given.

Section 4.2.6 In the event that no certificated staff member is found that is willing or able to cover a class, an administrator may be required to cover it instead.

Meetings

Section 4.3.1 Employees (with the exception of emergencies and conferences), will be not be required to attend more than two (2) staff meetings per month. The time before and after school shall be unassigned by the District and utilized by certificated employees for preparation time.

Section 4.3.2 Employees shall attend staff meetings outside of buildings when required by the Superintendent or building/program administrator. Employees shall adhere to their assigned daily schedule.

Early Release Days

Section 4.4.1 Staff shall have the option of leaving fifteen (15) minutes after students are released on the following early release days:

Thanksgiving Break
Winter Break
Last day of school

ARTICLE V

CONTRACT

Basic Contract

Section 5.1.1 The District shall provide each certificated employee a contract in conformity with the laws of the State of Washington and the regulations of the state Board of Education. Two (2) copies shall be given to the employee each year for signature. Both copies shall be returned to the District to be signed by the duly authorized representative of the District. One (1) copy shall be placed in the individual employee's personnel file, and one (1) copy shall be returned to the employee.

Section 5.1.2 If the state changes the number of base contract days, the annual base contract will reflect only the number of days as established by legislative funding. Days added by the Legislature for Learning Improvement (LID), or other similar days, will be included in this agreement.

The 2018-19 school year includes a 181-day contract, and the 2019-20 school year includes a 182-day contract.

Extended Contracts

Section 5.2.1 Any employees with additional contracted days must submit a timesheet for their extended time. The following positions covered under this CBA shall be granted an extended contract for the number of days specified:

Section 5.2.2 Secondary counselors will receive an extended contract of twenty (20) days (10 before school starts and 10 after school ends) at their per diem rate.

Section 5.2.3 The district librarian will receive an extended contract of ten (10) days at their per diem rate.

Section 5.2.4 Each CTE teacher that has to maintain an educational space where a CTE class is taught shall receive five (5) additional days during the year in order to maintain each of those facilities and to do additional CTE related work, such as development of frameworks. Any teacher that currently receives more time to maintain their facilities shall be grandfathered in to their current number of days.

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

Section 5.2.5 Each Special Education certificated staff will receive three (3) additional days for recordkeeping/program planning at per diem. Special Education certificated staff will submit a completed supplemental time record form to the Student Services Director for compensation by June 1.

New Employees

Section 5.3.1

New employees will be paid one extra day for orientation/curriculum purposes at curriculum rate above the regular contract agreement. Per state law, the District shall provide thirty (30) consecutive minutes, during a new employee's orientation, in order to discuss the Association's role and share this contract.

Per Diem & Curriculum Rates

Section 5.4.1 Each member's per diem rate is defined as the daily rate from their placement on the salary schedule agreed to in this Collective Bargaining Agreement. This shall be calculated by dividing their annual salary by one hundred-eighty (180). A full day at per diem rate is seven and a half (7.5) hours. For an hourly rate, per diem shall be divided by seven and a half (7.5).

Section 5.4.2 Curriculum Rate is set at \$250/day. A full day at curriculum rate is six (6) hours. For an hourly rate, \$250 shall be divided by six (6).

Training Days

Section 5.5.1 Prior to the 2018-19 contract, the district provided two days professional development during the school year. By prior agreement, that training occurred on-site, or the district informed staff of optional training opportunities at offsite locations around the same time. Alternatively, if approved by a building administrator in advance, an employee covered by this agreement may have attended a professional development at an offsite location in lieu of attending the District's professional development day.

If, at some point in the future, such training days are restored, the option of attending an offsite training be available.

Approval must be completed in advance of each training day. The orientation/training days immediately before the first day of school are specifically excluded from being swapped for other PD. The offsite training does not need to occur on the same day as the school's training, but may occur before or after the district's scheduled days, including training in the summer.

ARTICLE VI

REDUCTION IN FORCE

Reduction in Force

Section 6.1.1 The term “reduction” or “RIF” as used herein refers to action by the Board of Directors reducing the number of certificated employees in the District due to economic reasons and/or decline in enrollment. Reduction of certificated employees with valid contract shall not be made during the school year. In the event of reduction, the District shall provide written notice by certified mail on nonrenewal to all affected certificated employees on/or before May 15th, as required by RCW 28A.405.210. When possible, the Association shall be notified to anticipated reductions no later than May 1st. The District shall ensure that employees are advised of their right to have an Association representative present at any meeting, which is conducted between the Administration and employee regarding potential RIF or re-assignment.

Section 6.1.2 Each year, the District shall provide the Association with an updated Seniority list by March 15th. Employees will have ten (10) working days to notify the District of any corrections or discrepancies. The District will then respond with a new list within five (5) working days after the correction deadline, if any corrections are needed.

Section 6.1.3 Credits applicable for a placement on the salary schedule must be earned prior to October 1 of the current school year and documented by official transcripts. It will be the responsibility of the individual employee to furnish the District with such documentation on or before November 1 in order to be placed in that year’s schedule and seniority list.

Section 6.1.4 Part-time employees will have, for retention purposes only, seniority as established by the above section unless they were reduced to half-time employment from previous full-time employment at the District’s request. Part-time employees will not be eligible for contract conditions other than those held at the time of the retention determination.

Each employee will be considered for retention for which he/she/they is qualified, by either certification or endorsement.

Section 6.1.5 The prerequisite for retention will be a valid Washington State certification and valid endorsement which may be required for the position held at the time the RIF is adopted.

Section 6.1.6 Seniority shall be based on the total number of years the employee has taught in Washington state. In order to determine the number of years, the District and the Association agree that the years of service credit as recognized by the Washington Teachers’ Retirement System shall prevail. Seniority includes Washington state teaching service prior to resignation or leave and excludes substitute service.

Section 6.1.7 Employees have the option of buying back their substitute or out-of-state time through the Department of Retirement. Employees must notify the district office by November 1 and provide documentation if they have purchased their substitute time for consideration of seniority.

Section 6.1.8 Provisional employees, as described in RCW 28A.405.220, shall be considered for retention and district seniority status during the event of a RIF. Seniority shall be based on the total number of years taught in Washington State, excluding substitute service, as described above in subsection C.

Section 6.1.9 Certificated employees shall qualify for retention in available positions for which they are certificated and endorsed. In the event that there are more qualified employees than available positions, the following criteria shall be used to determine which employees shall be retained.

1. Total seniority as defined in subsection C as a certificated employee shall be the basis for each position.
2. Within each endorsement area, the employee(s) having the greater seniority as defined in subsection C shall be retained. The District will retain or recall employees with unique qualifications. The District will retain or recall said employee, provided that no employee with more seniority qualifies for said position.
 - a. In the event the tie still exists, the employee(s) having the greater seniority in the Montesano School District shall be retained.
 - b. In the event the tie still exists, the employee(s) having the highest number of college or university credits beyond the BA degree as recorded in the personnel office at the beginning of the current school year shall be retained.
 - c. In the event the tie still exists, the employee(s) having the greatest amount of substitute time in the Montesano School District shall be retained.
 - d. In the event the tie still exists, the employee(s) having the highest composite score on their last comprehensive evaluation in the Montesano School District shall be retained.
 - e. In the event the tie still exists, a final selection shall be made by lot by a disinterested third party.
1. The District shall not partially layoff an employee without mutual agreement from the Association.
2. The more senior employee will be retained or recalled to full-time positions before any less than full-time positions are offered.
3. The list of proposed retention and layoff shall be delivered to the Association by May 15 of the year that this procedure is being implemented. The District will post and make available said list for certificated staff to review.

Section 6.1.10 If an employee believes that he/she/they should be qualified for a position, or that another employee has been wrongfully considered for a position, the employee must notify the Superintendent in writing within five (5) working days of the date upon which the Association was tendered the list. Such written notification must allege the facts which make the employee's seniority or position ranking incorrect according to the criteria contained in the certificate/endorsement. Failure to make such a timely notification shall waive an employee's right to later challenge the inappropriateness of the employee's seniority ranking and position placement.

Employment Pool

Section 6.2.1 All certificated 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 reemployment for a period of up to two (2) years. Employment pool personnel shall be offered the open positions within the categories or specialties for which they are qualified. If more than one (1) such employee is qualified for an open position, the criteria shall be applied as in subsection G. In case of recall, the most senior shall be hired first, within the individual employment categories and specialties.

Section 6.2.2 It shall be the responsibility of each certificated employee placed in the employment pool to notify the Superintendent or his designee in writing by May 1 of the following year, if such employee wishes to remain in the employment pool. If such notification is not received, the name of any such certificated employee shall be dropped from the employment pool.

Section 6.2.3 When a vacancy occurs for which a person(s) in the employment pool qualifies, notification from the District to such an individual shall be by certified mail or by personal delivery. The Association will also be notified. Such individual shall have seven (7) calendar days from the receipt of the letter to accept the position. If an individual fails to accept more than one (1) position offered, such individual shall be dropped from the employment pool.

Section 6.2.4 Employees who were previously assigned to full-time teaching positions shall be recalled to full-time teaching positions provided such employees shall have the option of accepting or rejecting any part-time teaching position unless such a position is declined by all employees (full and part time) with greater seniority.

Section 6.2.5 When a certificated employee is recalled, he/she/they shall be granted the years of experience, days of accumulated sick leave, and seniority which he/she/they had at the time of the RIF. In addition, if during the period of reduction, a laid-off employee increased his/her/their education training, then upon recall, he/she/they shall have the additional training credited to him/her/their, and such additional training shall be used to calculate his/her/their position on the salary schedule.

Section 6.2.6 While in the employment pool, a certificated employee may, at his/her option, be continued in any insurance program(s) of the District, provided he/she reimburses the cost of the program to the District in advance by the first of each month.

Section 6.2.7 Certificated employees whose names are in the employment pool shall be given, upon request, preferred consideration in the District's day-to-day employment of substitutes.

ARTICLE VII

VACANCIES AND TRANSFERS

Vacancies

Section 7.1.1 The District shall attempt to determine, as accurately as possible, as of May 1, the total number of certificated staff known to be leaving the District for reasons of retirement, family transfer, normal resignation, leaves, discharge, nonrenewal, etc., and these vacancies shall

be taken into consideration in determining the number of available certificated positions for the following year.

Section 7.1.2 All open positions shall be posted for five (5) working days in designated areas. All open positions will be emailed to the district email address of all current certificated employees by the District on the first day of a posting. Current employees will be given first consideration for any vacancies or new positions. Interested employees are required to inform the District of their interest in letter or email form. The District will make every effort to inform employees when positions become open during the summer break. Employees are responsible for checking their email to monitor for open positions.

Section 7.1.3 If two employees are equally qualified for the position, the employee with more Washington state seniority, based on service credit, will be given the position. If the district determines that a more junior person is better qualified to be of service in a particular position due to instructional requirements and the best interest of the school system and its pupils, the senior person who is denied the position will be given the reason for denial in writing.

Assignments and Transfers

Section 7.2.1 Grade, subject, and activities assignments shall be made by the District, taking into consideration the employee's professional training, experience, specific achievements and service to the District.

Section 7.2.2 An involuntary transfer occurs when an employee is transferred from one teaching assignment to another without their approval. All employees will be subject to involuntary transfer, providing they are qualified to fill the position, and provided the District has asked for voluntary transfers first and has posted the position. When employees are equally qualified for a position, the least senior person will be transferred. If the District determines that a more junior person is better qualified to be of service in a particular position, due to 1) instructional requirements and 2) the best interests of the school system and/or its pupils, the senior person who is transferred over the junior person will be given the reason for the transfer in writing. A copy of the letter will be forwarded to the Association. Any person who is involuntarily transferred will not have to accept another involuntary transfer for a period of two (2) years. When it becomes necessary to involuntarily transfer an employee, that person shall be given three (3) weeks prior notice. The employee may request training related to the new assignment with supervisor approval. The cost of registration will be paid by the District.

Section 7.2.3 A voluntary transfer occurs when the administration asks an employee to transfer assignments and the employee agrees, or at employee request.

Section 7.2.4 At the elementary level, the transfer criteria will be if a teacher is moved from their current grade level to any other assignment. At the secondary level, the criteria for a transfer will be if a teacher is assigned a section of a class in a subject or grade level that they have not taught in the last four (4) years.

Section 7.2.5 A transfer will also have been deemed to have occurred when employees move between buildings and grade levels.

Section 7.2.6 Employees shall be notified in writing of their individual assignments once the determination of assignments has been made. Such notification will include position, building, grade level, class, or subject, and other pertinent facts concerning the assignment. The District agrees to post, in designated areas, a list of new vacancies known to the District which will occur for the following school year. Employees will be permitted to apply for new vacancies.

Compensation for Building/Room Transfers

Section 7.3.1 The District will grant four (4) days compensation at the curriculum rate, to teaching staff that are transferred to a new teaching assignment in a different building. This will allow them to have paid time to prepare for their new classroom and curriculum needs.

Section 7.3.2 Elementary teaching staff that are reassigned to teach a different grade and/or are relocated to a different room in the same building will be granted three (3) days compensation at the curriculum rate to move. Secondary teachers that are relocated to a different classroom will also receive three (3) days compensation at curriculum rate to move.

Section 7.3.3 Secondary teaching staff that receives a different teaching assignment that involves teaching classes or sections that they have not taught in the last four (4) years, shall receive one (1) day of pay at curriculum rate per qualifying class.

Section 7.3.4 During school construction, staff required to move to a different building will be paid three (3) days at curriculum rate per move.

ARTICLE VIII

LEAVES

Sick Leave

Section 8.1.1 At the beginning of the school year, each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay, to be used for absence caused by illness, injury, or other disability. Each employee's portion of unused sick leave allowance shall accumulate from year to year as provided by Washington state law. Sick leave is defined to cover: illness or injury of the employee (or member of the employee's household), serious injury of the employee (or member of the employee's household).

Section 8.1.2 Consistent with the Washington Family Care Act, RCW 40.12.265, and notwithstanding any other provision of this agreement, an employee may utilize earned sick leave to care for: a child of the employee with a health condition that requires treatment or supervision; or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.

Section 8.1.3 Every employee holding a regular part-time position shall accrue such leave with pay in proportion to the number of days worked as it relates to the contracted school year.

Section 8.1.4 Compensated leave may be applied to absence caused by illness, injury or disability of an employee. Compensated leave may be used for medical, dental, therapy, or ocular appointments when an absence during working hours for this purpose is authorized forty-eight (48) hours in advance by the appropriate supervisor. In any instance involving the use of a fraction of a day's sick leave, the minimum charge to an employee's sick leave account shall be one (1) hour. After five (5) consecutive work days, the employee will be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the principal. When an employee will be absent from work due to illness, he/she/they shall give notice to the principal, or the person designated by the Superintendent to receive such notice no later than 7:00 a.m. on the first day of the illness. If the absence may be for consecutive days, the District should be notified of a probable date of return.

Section 8.1.5 School Board sick leave attendance incentive policy, in effect as of May 15, 1984, shall remain in effect for all employee members of the bargaining unit during the term of this agreement as per WAC 392-136-015 through 085.

Section 8.1.6 Unused sick leave will accumulate from year to year to the legal limit.

Section 8.1.7 The School Board leave sharing policy in effect as of March 19, 1991, shall remain in effect for all employee members of the bargaining unit during the term of this agreement. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four days accrued leave for illness or injury. Provided that an employee shall be entitled to all the benefits conferred by this section as the effective date of the act. Employees new to the District will be credited with their sick leave balance from any other Washington state school district.

Leave of Absence

Section 8.2.1 An employee who is unable to perform his/her/their duties because of personal illness or other disability may, upon request, be granted a leave of absence without pay at the exhaustion of sick leave. Leave under these conditions may be renewed annually. Application for leave and application for the renewal of leave of absence for such shall be made in writing to the Superintendent. An employee who has been granted leave may return to service during the period of the leave after fifteen (15) days written notice to the Superintendent and, with written permission of his/her/their personal physician to his/her/their original or similar position for up to two-year leave allowance.

Family Medical Leave Act

Section 8.3.1 The District agrees to comply with the provisions of State and Federal laws regarding leave, including the Family Medical Leave Act (FMLA) and the Washington State Family and Medical Leave Act, and will grant leaves to qualified certificated staff for qualifying events according to the law as now or hereafter amended, provided written verification from the

employee's health care provider verifying the leave request is received and notification for leave requirements have been met according to law.

Maternity, Paternity, and Adoption Leave

Section 8.4.1 With regard to maternity leave, paternity leave, and adoption leave, as soon as any certificated employee becomes aware of their own, their spouses, or their significant other's pregnancy (or an impending adoption) and they plan on taking leave, it would be appropriate for the employee to inform their building principal so plans can be made for alternate staffing.

Section 8.4.2 The employee may apply to the Superintendent for maternity/paternity/adoption leave to take effect on a date upon which he/she will be unable to carry out his/her/their teaching assignment. A physician's recommendation will be the determining factor in deciding the last day of work. The date that the employee returns from maternity/paternity/adoption leave to his/her/their same, or similar, position will be determined in the same fashion.

Section 8.4.3 Disability relating to pregnancy, miscarriage, or delivery will be recognized as paid sick leave with proper certification from the attending physician. The Superintendent may require written verification from the employee's health care provider.

Second Opinion

Section 8.5.1 The District may obtain the opinion of a second health care provider, at District expense, concerning any information pertinent to the employee's leave request. If the opinions of the health care providers differ on any matter determinative of the employee's ability for family leave, the two health care providers shall select a third provider, whose opinion, obtained at the employer's expense, shall be conclusive.

Return from Leave

Section 8.6.1 Reinstatement of an employee returning from an authorized family leave need not occur if: a) the specific job is eliminated by a bona fide restructuring, or a RIF resulting from lack of funds or lack of work, b) an employee fails to provide the required notice of intent to take family leave or fails to return on the established ending date of leave.

Section 8.6.2 If an employee fails to return from family leave, the District may recover the costs of the employee's health benefits paid during the leave. Instructional staff may be required to delay their return from family leave to the beginning of the next semester under the following circumstances:

- a. The employee began leave five (5) or more weeks before the end of the semester, the leave is for more than three (3) weeks, and the employee would otherwise return to work within three (3) weeks of the end of the semester.
- b. The employee began family leave (except for a personal health condition) less than five (5) weeks before the end of the semester, the leave is more than two (2) weeks, and the employee would return to work within two (2) weeks of the end of the semester.

- c. The employee began family leave (except for a personal health condition) three (3) or fewer weeks before the end of the semester and the periods of leave are more than five (5) working days.

Bereavement Leave

Section 8.7.1 Employees will be granted a leave with pay of not more than five (5) working days per occurrence, when the absence is occasioned by the death of a father, mother, child, stepson or stepdaughter, foster child, grandchild, brother, sister, spouse, domestic partner, or dependent relative residing in the household of the employee of the District. Three (3) working days will be granted for the parent of a spouse, grandparents, sister or brother-in-law. One (1) working day of bereavement leave shall be granted for an aunt or uncle. It is agreed between the parties that bereavement leave is non-cumulative and is not deducted from accumulated sick leave. One (1) days of leave, deducted from sick leave, will be granted to employees on the occasion of the death of other relatives or persons living in the employee's household.

Section 8.7.2 At an employee's request, additional leave for bereavement will be granted after the leave with pay has been taken and shall be deductible from sick leave. Under circumstances where the actual memorial or burial service is held at a later date, an employee may request bereavement leave be delayed.

Emergency Leave

Section 8.8.1 Emergency leave shall be granted in the case of illness, accident or death of a family member or close friend of the employee. Emergencies not covered here or in subsection G, may be granted by the Superintendent for matters of a personal emergency nature that cannot be done outside school hours. The situation shall be one that is unavoidable and not mere convenience. Emergency leave shall be deducted from the employee's sick leave. "Emergency leave" shall be administered in the following fashion: one to three (1-3) days by the Superintendent, a period exceeding three (3) days with the permission of the Board of Directors.

Personal Leave

Section 8.9.1 Each regular, full-time employee is granted personal leave subject to the following:

- a. Two (2) new personal leave days will be given per year.
- b. Personal leave will not be deducted from sick leave
- c. Personal leave cannot accumulate to more than four (4) days that can be used in one (1) school year.
- d. When an employee has more than two (2) personal leave days left at the end of the school year, the leave time in excess of two (2) days will automatically be paid at the curriculum rate per day on the August paycheck.
- e. Partial days will be prorated. This also applies to retirees and employees resigning.
- f. Personal leave cannot be used to extend holidays and/or three (3) day weekends without the prior approval of the Superintendent.

- g. The District will limit, on a first-come/first-served basis, three (3) elementary and three (3) secondary personal leave requests per day.

Professional Meetings and Conferences

Section 8.10.1 Leave for purposes relating to professional growth of employees may be granted upon written application to the Superintendent. Expenses may be allowed in conjunction with this leave upon the District's reviewing appropriate receipts. For Master Grant Monies (MCM), see Art. IV Section 6.

Association Leave Time

Section 8.11.1 Up to eight (8) days total leave shall be allowed for the Association President(s), or his/her/their alternates, for Association business. Additional days or leaves may be granted at the Superintendent's discretion. Notification of leave shall be presented by the Association President(s) in writing to the Superintendent at least one (1) week before the leave is to take effect. The Association shall reimburse the District at the current substitute rate.

Other Leaves

Section 8.12.1 Leave of absence, for up to one (1) year without pay may be granted to employees by the Board for the purpose of study, travel, recuperation, child care, or working in a professionally related field, and for the Association or Association related business. Upon return from leave, the employee may be placed in the position last held or in a position he/she is qualified to teach. Upon request by the employee, such leave may be renewed for up to one (1) additional year.

ARTICLE IX

ECONOMIC PROVISIONS

Salary Schedule

Section 9.1.1 All employees shall be appropriately placed on the salary schedule in this collective bargaining agreement according to their experience (total number of years taught under an individual contract) and education (degree(s) and credits).

Section 9.1.2 An employee's placement on the salary schedule shall be known as their "base" salary.

Section 9.1.3 All employees shall verify their salary and placement annually and shall immediately report any discrepancy to their building principal and the Superintendent. Horizontal movement on the salary schedule beyond initial certification shall be controlled by the following:

- a. Experience and Education increments shall be paid to those employees who have earned additional credits and/or experience for advancement on the District salary schedule, effective September 1.

- b. Courses submitted for credit on the salary schedule shall be either in the employee's major or minor college areas or related to their current teaching/work assignment.
- c. Classes not within an employee's major or minor college areas or relating to their current teaching/work assignment shall require prior approval by the Superintendent or his designee.
- d. The District shall accept all clock hour and in-service credits that meet the state Board of Education approval standards for clock hours and in-service credit. The credits shall count for advancement on the District salary schedule.
- e. Ten (10) clock hours of in-service shall be equal to one (1) university quarter-schedule credit and shall be recognized for district salary schedule placement.
- f. It is the responsibility of the individual employee to ensure that all subsequent courses taken after September 1, 1995 will meet the state criteria for WAC 392-121-262.
- g. Credits earned by October 1 shall be considered for advancement on the salary schedule.
- h. All employees who have earned credits for advancement on the salary schedule shall submit an official college transcript or approved clock hour form per OSPI and state Board of Education by November 1.
- i. Employees hired after the commencement of the school year will have 30 calendar days to submit their official transcripts or clock hour forms for placement on the current year's salary schedule.

Section 9.1.4 If the state Legislature makes substantial changes to compensation funding, the parties will meet to negotiate the effect of such change.

Payment

Section 9.2.1 Employees shall be paid in twelve (12) monthly installments on the last business day of the month.

Section 9.2.2 All compensation owed to an employee who is leaving the District shall, upon request, be paid within their next payroll period.

Section 9.2.3 In an effort to better plan for the upcoming school year, the District will provide incentive pay for retiring staff that give prior written notice. Employees giving notice by the last day in January will receive \$500, and by the last day in February will receive \$300. Payment will be included in the employee's final paycheck from the District.

National Board Stipend

Section 9.3.1 As long as the state continues to fund stipends for National Boards, the district shall pass through the stipend to any qualifying employee

Section 9.3.2 The District shall support teachers who pursue National Board Certification by providing two substitute release days once they have completed the initial process.

Travel

Section 9.4.1 Employees authorized to use their private automobiles to travel on school business shall be reimbursed for mileage at the current IRS rate. All employees who, by nature of their assignment, must use their private automobiles to travel between schools, or are required to make home visits, shall also be reimbursed for mileage at the current IRS rate.

Co-Curricular Positions

Section 9.5.1 Information on specific co-curricular activities can be found in the following places. Appendix C includes the salary schedule for co-curricular positions designated in this agreement. Additional descriptions of the requirements and expectations for each position are located in the Addendum to Appendix C. Even though it is a separate document, the Addendum, in full, is considered to be part of this collective bargaining agreement.

Section 9.5.2 The co-curricular salary schedule will be based on the 2017-18 state salary schedule, with a 3.1% increase applied for 2018-19, and increasing by the IPD thereafter.

Section 9.5.3 In the case of co-curricular activities where students are competing at the regional, state, and national level tournaments, if such tournaments are held on days when school is not in session, the advisor(s) shall be compensated at the curriculum rate for each day worked.

Pay for Regular Part-Time Substitute Employees

Section 9.6.1 Regular, part-time substitute employees who continue to be employed by the District after twenty (20) consecutive days or more in the same assignment shall be paid one one-hundred eightieth (1/180) of the base salary of the certificated salary schedule for each day employed, beginning with the twenty-first (21st) consecutive day in the same assignment. No other provision of this Agreement shall be applicable to regular, part-time substitute employees unless specified in Article. I, Section 1.3.1

Insurance

Section 9.7.1 Each full-time equivalent employee shall be eligible for current health care contribution per month for payment of premiums of District approved insurance programs. Part-time employees shall be entitled to a pro rata share of the current health care contribution. Each full-time equivalent employee shall be eligible for the maximum allocation set by law.

Section 9.7.2 Enrollment in vision, dental, and long-term disability insurance is mandatory for all employees. Long-term disability will be paid by the District, not to exceed \$16 per employee over the course of the Agreement.

Section 9.7.3 Enrollment in insurance programs will be consistent with insurance carrier rules and regulations.

Section 9.7.4 Upon an annual affirmative vote by the bargaining unit, MEA members will an excess of one hundred and eighty (180) days of sick leave may contribute to the VEBA III annual sick leave buyout. A retirement VEBA III plan is also available to retiring employees.

Section 9.7.5 In cases where two District employees are married to each other, or are in a domestic partnership, they may combine both of their state insurance allocations for the purpose of reduced out-of-pocket expenses for medical premiums.

Purchasing a Teacher Preparation Period

Section 9.8.1 At the secondary level, an employee is considered to be full-time if they teach five periods, with a single period given during the day for the purpose of preparation. In the event there are more sections of classes than there are teachers, the preferred solution would be to hire additional staff.

Section 9.8.2 If it is not possible or realistic to hire additional staff, a teacher at either the elementary or secondary level may have their preparation purchased by mutual agreement between the staff member and the building principal, however the position must be posted.

Section 9.8.3 The following criteria will be used to select the certificated employee(s) that have their preparation periods purchased, if multiple teachers apply for the same position:

1. Teaches additional sections of the same class
2. Previous experience teaching the class or subject
3. Seniority

Section 9.8.4 When an employee has their preparation period purchased, they shall be compensated at the rate of an additional twenty (20) percent of their base salary, according to the district salary schedule.

Teaching a Zero Hour Class

Section 9.9.1 If a staff member performs additional teaching duties above and beyond the regular school day, to teach an additional class, with the approval of the building principal, he/she/they will be compensated in one of the following ways by mutual agreement:

- a. Compensation at the same rate as a prep period purchase (pro-rated for a part-time class).
- b. The teacher has an altered schedule and may leave one hour earlier.
- c. Receive an additional prep period during the day.

Special Education Teachers

Section 9.10.1 If, due to the extended absence of a special education teacher, another special education teacher must cover a student's Individual Education Plan meeting (and test, create modify, etc.), that teacher shall be compensated at 2 hours per IEP.

Enhanced Responsibility Pay

Section 9.11.1 For the purposes of a) enhancing student learning, b) improving efficiencies for the District and employees, there may be a need for employees to complete certain additional responsibilities outside of the base contract day and work year. Each employee will have the

option of accepting an enhanced responsibility position, when available, based on the job's criteria and following the hiring practices agreed upon by the District and the Association. The employee will receive supplemental pay for such positions. Payment rates are not always set by the District and may be grant funded.

ARTICLE X

CLASS SIZE

General Education Class Size

Section 10.1.1 Class size limits by grade level:

K-2	23
3-4	25
5-6	27
7-12	32/period total (except Band, CTE, P.E., and Science)
P.E.	36
Band	Class period over 40 = 1 full-time aide

Section 10.1.2 CTE and Lab Science classes receive additional funding from the state to keep class size low. Due to safety concerns, every effort will be made to keep from overloading these classes. Enrollment will not exceed the number of available stations, when applicable.

Section 10.1.3 A class size irregularity may occur when a class(es)' student enrollment exceeds the following number of students for a minimum of ten (10) school days:

Class Size Committee

Section 10.2.1 When a class size irregularity occurs, a class size committee (CSC) will convene. The function of the CSC shall be to review and make recommendations on a class size irregularity called to its attention by the administration, a member of the certificated staff, or the Association. There shall be a separate committee to deal with concerns related to Special Education.

Section 10.2.2 The CSC will consist of the Superintendent, the principal of the building with an irregularity, the District Business Manager, and at least two members of the Association. Any member whose class is overload may attend a committee meeting to discuss their concerns.

Section 10.2.3 The Association President(s) will contact the Superintendent to set up a CSC meeting.

Section 10.2.4 Due to normal enrollment fluctuations at the start of school, the District shall have until the end of the third (3rd) calendar week of the school year to resolve any class size irregularities before the CSC will meet however, compensated resolutions will be retroactive to the start of the school year, provided that student enrollment meets the ten (10) day enrollment requirement.

Section 10.2.5 The CSC may recommend the following resolutions:

- a. Transferring students
- b. Hiring Additional Staff

Section 10.2.6 If either option (a or (b listed above are not possible, the teacher shall receive the following compensation:

- a. An employee stipend of \$50.00 per month for every student over the maximum provided the student enrollment meets the minimum ten (10) day student enrollment requirement.
- b. An employee stipend of \$25.00 per student over the class size limit per period, per month, provided the student enrollment meets the minimum ten (10) day student enrollment requirement.

Section 10.2.7 A payroll change form must be approved and submitted to the payroll department monthly by the established payroll deadline.

ARTICLE XI

SPECIAL EDUCATION COMMITTEE

Special Education Committee

Section 11.1.1 Each building will develop a process, including a committee to address any challenges faced at each building to provide services to students that qualify for special education. Each site will implement solutions and options for students on a continuum of services. Part of this process shall include collaboration between special education and general education staff. In addition to a building's special education teachers, other appropriate education staff may be included.

Section 11.1.2 When a certificated staff member or administrator identify that a caseload has exceeded the ability to implement an appropriate program, then the SEC may be asked to facilitate an appropriate solution. If a general education teacher has students with IEPs or 504 plans, they may request assistance from this committee as needed.

Section 11.1.3 When asked, the SEC will review the caseload of a special education or general education staff member and make suggestions for:

- a. Program modification
- b. Program management
- c. Program supports

Section 11.1.4 The purpose of this process shall be to provide a forum for dialogue and the opportunity to assist in the development of recommendations, as well as a place for the resolutions of concerns. The SEC agrees to explore the following concepts and strategies to assist special education workloads.

- a. Flexible Solutions (as one solution won't fit all situations)
- b. Individual, building, and district program impacts
- c. Available resources

Section 11.1.5 In the event that an employee covered under this CBA is not satisfied with a decision of the SEC, they may appeal it to the Superintendent.

ARTICLE XII

WORKSPACE

Work Space

Section 12.1.1 The District will make every effort to ensure that each School Counselor, Occupational Therapist, Physical Therapist, Special Education teacher, Speech and Language Pathologist, and School Psychologist will be provided a workspace in each building that will include:

- a. An office or work area that can be locked,
- b. A telephone,
- c. A desk,
- d. A computer, network access, printer access, and software upgrades similar to those available to regular classroom teachers,
- e. A locking filing cabinet
- f. The space provided must insure privacy to meet the requirements of the HIPPA and FERPA policies.

ARTICLE XIII

BUSINESS

Wage Deductions

Section 13.1.1 During the terms of the Agreement, the District agrees to deduct from the wages of each certificated employee, a sum certified by the Association as dues once each month, provided that the District has received written authorization from such employee. The Association agrees to allow the District's payroll office to provide the application to staff for processing purposes. The District agrees to forward the sum so deducted once each month in accordance with the District's disbursement procedures.

Section 13.1.2 The Association will indemnify, defend, and hold the District harmless against any claims made against any suit instituted against the District on account of payroll deductions for the Association. The Association agrees to refund the District any amounts paid to it in error.

Voluntary Employee Benefit Association

Section 13.2.1 (If agreed to by MEA members) A monthly contribution will be deducted from each member's salary by the District to be placed in a Voluntary Employee Benefit Association (VEBA) account. This is in addition to the optional VEBA conversion of sick days when an employee qualifies. The contribution rate will stay the same unless MEA members vote to change it. An annual vote by the MEA is required to renew these provisions.

Healthcare Allocation (aka the carve out)

Section 13.3.1 The District shall cover the Health Care Allocation (aka the ‘carve out’), not to exceed \$71.08 per member.

Other Deductions

Section 13.4.1

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

- A. State employees or state employment retirement system
- B. Withholding Tax
- C. FICA/Medicare
- D. Additional withholding tax
- E. Approved medical plan
- F. Salary Insurance
- G. Tax sheltered annuities
- H. Payments to credit union, banks, and etc.
- I. UGN
- J. Electronic Bank Deposit
- K. Section 125 Flexible Benefit Plan
- L. Day Care

ARTICLE XIV

TRAINING AND PROFESSIONAL DEVELOPMENT

Master Grant Monies

Section 14.1.1 The District will provide not less than \$500 per employee covered by this contract for the purpose of training and professional development (PD). The intent of the Staff Development Grant is for the professional growth of an educator in pursuit of academic excellence resulting in the direct impact on his/her/their teaching assignment.

Section 14.1.2 These funds shall be known as Master Grant Monies (MCM). These funds may be used to attend conferences, workshops, and as stipends for approved curriculum.

Section 14.1.3 If an approved training occurs outside of the contracted school day or year, MEA members may use MCM funds for compensation at the curriculum rate. The funds may also be used to pay professional association dues where membership is necessary to receive training.

Section 14.1.4 Employees will apply for Staff Development Grants by following the procedures below. The MEA Executive Board will screen the grants and keep a record of grant recipients and the money allocated on a proportionate building-by-building basis.

Section 14.1.5 The grants must be approved by the building/program administrator and the MEA Executive Board. Grant Application approval is contingent upon the approval of all parties.

Section 14.1.6 MEA Executive Board Members that can sign off on MCM forms include:

- a. Either MEA Co-President

- b. MEA Treasurer
- c. MEA Secretary
- d. Any MEA Building Representative

Section 14.1.7 MEA's Executive Board will only sign off on MCM funds use that originates with a member. If the District or an administrator wishes to send a member to training, and the member agrees, the District shall not use MCM funds to cover the cost.

Section 14.1.8 The process for completing an MCM form is described below:

- a. The Staff Development Grant/MCM forms can be obtained from the school office.
- b. The MCM form should be completely filled out, including documentation of the proposed workshop or curriculum project.
- c. The grant is then to be given to the building/program administrator for review and approval.
- d. The administrator will return the grant form to the grant applicant after review.
- e. The MCM form is then turned into the building representative or MEA officer. Building representatives and MEA officers must have another member of the executive board approve their form.
- f. Applications shall be reviewed weekly by an MEA Executive Board Designee.
- g. The MEA Executive Board will receive monthly reports by said designee for accountability and accounts.
- h. Individual recipients are responsible for making arrangements for registration as well as any needed requisitions and purchase orders.
- i. The District is not accountable for the MEA procedures.

Section 14.1.9 Final submission for payment needs to be approved and submitted to the district office for payment no later than June 30th.

ARTICLE XV

OTHER CONDITIONS OF EMPLOYMENT

Hold Harmless Clause

Section 15.1.1 The Montesano School District agrees that, as required by RCW 28A.320.060 of Washington (including amendments thereto), that all coverage afforded under the present liability insurance, up to the limits of the policy in effect as of September 1, 1977, shall be maintained.

Section 15.1.2 Legal counsel shall be provided, through insurance, to any certificated employee against whom a lawsuit is initiated, provided said certificated employee, at the time of the act or omission complained of, was acting within the scope of his/her/their employment or under the direct of the District.

Section 15.1.3 The District shall reimburse certificated employees for replacement of any personal property that is damaged, destroyed, or stolen when used in the course of his/her/their employment and which was provided at the request of the District or, when the employee

brought such to be used in the course of employment after obtaining prior written approval of the building administrator.

Due Process

Section 15.2.1 Certificated employees shall not be formally disciplined except for fair and reasonable just cause. The specific grounds forming the basis for disciplinary action shall be shared with the employee and his/her/their representative in writing if requested by the employee.

Section 15.2.2 It is agreed that all disciplinary matters pursuant to this article shall be subject to the grievance procedure contained in this agreement. When an employee has grave concern during a meeting with the employer, or its representatives, that matters are being discussed which may adversely affect the employee's contractual status, the employee shall be able to postpone further discussion, if he/she/they so desires, until an Association representative can be brought in. The employer will make every effort in advance to schedule such sessions to allow adequate time, and Association representation.

Student Discipline

Section 15.3.1 In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students that attend schools in the District. Discipline shall be enforced fairly and consistently as defined in the Common School Manual specific to chapters RCW 28A.600.020 and 28A.699.460. The Board, Superintendent and Building and/or Program Administrator(s) shall support and uphold employees in their efforts to maintain discipline regarding discipline problems, provided the employees have followed established District policy. There will be an annual review of all procedures within the first month of each school year.

Section 15.3.2 The following WAC is applicable: WAC 180-44-020: Responsibilities related to discipline, suspension or expulsion of pupils. The employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not incontinent with federal or state regulations.

Section 15.3.3 Employees shall maintain good order and discipline in their classrooms at all times and any neglect of this requirement shall constitute sufficient cause for dismissal. Montesano School District does not condone corporal punishment.

Section 15.3.4 An employee shall have the right to remove a student from class when an employee deems such action is necessary to maintain order and discipline. Removal at any level shall be for all or any portion of the balance of the school day, or until the principal or designee and teacher have conferred, whichever comes first. The administration and the employee will communicate regarding the status of the issue until resolved.

Section 15.3.5 When the District does not provide for adequate supervision of students, in cases such as physical education, where employees cannot enter the locker room of the opposite

gender, and no employee of the same gender is present, the District accepts all liability and the employee shall be immune from legal action and/or disciplinary action from the District.

Classroom Visitors

Section 15.4.1 All visitors to a school and/or a classroom shall obtain the approval of the principal and, if the visit is to a classroom, the visit will be arranged only after the principal has conferred with the employee.

Section 15.4.2 The District will attempt to afford an opportunity for the employee to confer with the classroom visitor before and/or after the visitation.

Section 15.4.3 All unannounced visitors shall be reported to the principal's office.

Materials

Section 15.5.1 The District cannot require a teacher to provide their own materials for the classroom. If the District is unwilling or unable to purchase specific items, they must collaborate with the teacher to find an alternative strategy, or otherwise not require their use.

Independent Study Students

Section 15.6.1 No students will be placed on independent study unless approved by the teacher and the administration.

Student Teachers

Section 15.7.1 Employees shall have the option to accept or reject a student teacher or practicum observer. Employees who agree to host a student teacher shall receive the funds or college credits provided by the Teacher Training Institution for the supervision entailed. An employee who accepts a student teacher should be given a minimum of twenty (20) days' notice and shall be informed in advance of the amount of the stipend provided by the Teacher Training Institution.

Workman's Compensation

Section 15.8.1

The District agrees to insure all employees under RCW Chapter 51, the Washington State Industrial Insurance Act.

ARTICLE XVI

EVALUATION

Evaluation

Section 16.1.1 The rules governing the evaluation of certificated teachers can be found in Appendix D, with forms located in Addendum B. Even though Appendix D and Addendum B

are separate documents, they are still covered in full as part of this collective bargaining agreement.

ARTICLE XVII

GRIEVANCE PROCEDURES

Definition

Section 17.1.1 A grievance is an alleged misinterpretation of, or violation of, terms and/or provisions of this Agreement. Grievant shall mean an individual, a group of individuals, and/or the Association.

Procedure for Processing Grievances – Immediate Supervisor

Section 17.2.1 The grievant and the Association representative or the Association may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of grievance to the immediate supervisor within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

Section 17.2.2 The “Statement of Grievance” shall name the grievant(s) involved, the fact giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.

Section 17.2.3 The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy to the grievant(s), Association representative, and the Superintendent. The immediate supervisor shall answer the grievance in writing. The immediate supervisor’s answer shall include the reasons upon which the decision was based, within five (5) working days of receiving the grievance, and shall concurrently send a copy of the grievance, his/her/their decision, and all supportive evidence to the grievant(s), Association representative, and the Superintendent.

Procedure for Processing Grievances – Superintendent

Section 17.3.1 If no satisfactory settlement is reached at Step 1, the grievance may be appealed to Step 2. The Superintendent, or his/her/their designated representative, within seven (7) working days of the receipt of the decision rendered in Step 1.

Section 17.3.2 The Superintendent, or his/her/their designated representative, shall arrange for a grievance meeting with the grievant(s) and/or Association representative. Such meeting shall be scheduled within seven (7) working days of the receipt of the Step 2 appeal. The purpose of the meeting shall be to affect a resolution of the grievance. The Superintendent or his/her/their designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), Association representative, and the grievant(s) immediate supervisor(s) within five (5) working days from the conclusion of the meeting.

Procedure for Processing Grievances – School Board

Section 17.4.1 If no satisfactory settlement is reached at Step 2, the Association, within fifteen (15) working days of the receipt of the Step 2 decision, may appeal to Step 3, School Board however, if both parties agree, Step 3 may be bypassed and moved to Step 4, Arbitration.

Section 17.4.2 The Superintendent, or his/her/their designated representatives, shall arrange for a grievance meeting with the grievant(s), and/or Association representative, and such meeting will be scheduled within seven (7) working days of the receipt of the Step 3 appeal.

Section 17.4.3 The School Board shall provide a written decision, incorporating the reasons upon which the decision was based, to the grievant(s), Association representative, and immediate supervisor(s), within five (5) working days from the conclusion of the meeting.

Procedure for Processing Grievances – Arbitration

Section 17.5.1 Arbitration - If no satisfactory settlement is reached at Step 3, the Association, within fifteen (15) working days of the receipt of the Step 3 decision, may appeal the final decision of the employer to the American Arbitration Association for arbitration under voluntary rules. Any grievance arising out of, or relating to, the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this article.

Section 17.5.2 The arbitrator shall hold a hearing within twenty (20) working days of his/her/their appointment, or as soon as possible. Ten (10) working days' notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his/her/their decision within twenty (20) days from the date that final written briefs have been submitted, or, if revised by both parties, twenty (20) days after the completion of the hearing.

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

Jurisdiction of the Arbitrator

Section 17.6.1 The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of the Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

Section 17.6.2 The arbitrator shall have no power or authority to rule on any of the following:

- a. The termination of services of, or failure to re-employ, any provisional employee.
- b. The termination of services, or failure to re-employ, any employee to a position on the co-curricular salary schedule.
- c. Any matter involving employee evaluation, provided that evaluation procedure shall be subject to the arbitrator's reviews.
- d. Any matter involving employee probation procedures, discharge, nonrenewal, adverse effect, or reduction in force.

Time Limits

Section 17.7.1 Time limits provided in this procedure may be extended by mutual agreement when signed by both parties.

Section 17.7.2 Failure on the part of the employer at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to lodge an appeal at the next step of the procedure.

Section 17.7.3 Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the employer's answer at the previous step.

Accelerated Grievance Filing

Section 17.8.1 In order to expedite grievance adjudication, the parties agree that any Association grievance, class action grievances, and grievances involving the evaluation procedures will be lodged at Step 2 of this procedure.

Section 17.8.2 Any grievance that has been filed prior to the termination date of this contract may be processed to conclusion even if the contract has expired.

Reprisals

Section 17.9.1 No reprisals of any kind will be taken by the employer against any employee because of his/her/their participation in any grievance.

Costs

Section 17.10.1 The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

ARTICLE XVIII

CONTRACT MAINTAINENCE AND DURATION

Contract Maintenance

Section 18.1.1 The Association and the District bargaining teams will meet on an as-needed basis to discuss the maintenance of this contract. Meetings will provide opportunity for ongoing discussion of issues and items of concern. Any changes agreed to in this process will be set forth in a Memorandum of Understanding and become a part of this Collective Bargaining Agreement.

No Strike/No Lockout

Section 18.2.1 The District and the Association agree that during the term of this contract, the Association will not strike, nor shall the District lock out its employees. If, however, the WEA

calls for a statewide action, MEA members will meet with the District to discuss MEA participation in the action.

Duration

Section 18.3.1 This agreement shall be effective upon the date of ratification and final signing by the parties and shall be in effect for two (2) years. The agreement can be reopened at any time by mutual agreement of both parties. Further, as referenced in Article 18, Section 1, the parties will meet as needed, at the request of either party, to discuss ongoing issues covered by this agreement.

Section 18.3.2 The current salary schedule will be attached to this agreement as Appendix B and by this reference is incorporated herein.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal this date: _____

Board

Association

APPENDIX A

Grievance Form – Certificated

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

STEP 1

To:

Name of Principal or Supervisor: _____

School or Location: _____

Name of Grievant: _____

School or Location: _____

Position: _____

Date of the occurrence giving rise to the grievance: _____

Date grievant first discussed grievance with
Principal or Supervisor:

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

List relevant facts upon which the grievance is based.

APPENDIX A (Page 2)

What remedy is being sought?

Date Submitted

Grievant's Signature

Date Received

Principal or Supervisor's Signature

DISPOSITION OF GRIEVANCE BY PRINCIPAL OR SUPERVISOR

Date of Disposition: _____

Signature of Principal
or Supervisor _____

Signature of Grievant _____

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

Date: _____

APPENDIX B: Salary Schedule

General Provisions carried over from LEAP Schedule:

- A. The column headings “BA+(N)” refer to the number of credits earned since receiving the baccalaureate degree.
- B. For credits earned after the baccalaureate degree, but before the master’s degree, any credits in excess of forty-five credits may be counted after the master’s degree. Thus, the column headings “MA+(N)” refer to the total of:
 - a. Credits earned since receiving the master’s degree and
 - b. Any credits in excess of forty-five credits that were earned after the baccalaureate degree but before the master’s degree.
- C. Anyone holding a Ph.D. shall be paid at the MA+90 rate.
- D. Credits means college quarter hour credits and equivalent in-service credits computed in accordance with RCW 28A.415.020 and RCW 28A.415.023
- E. No more than ninety college quarter-hour credits received by any employee after the baccalaureate degree may be used to determine compensation unless:
 - a. The employee has a master’s degree
 - b. The credits were earned before January 1, 1992.

2018-19 Salary Schedule

181-day contract

2018-2019

Years	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA + 90
0	\$46,000	\$47,449	\$48,944	\$50,485	\$52,076	\$53,716	\$55,408
1	\$47,449	\$48,944	\$50,485	\$52,076	\$53,716	\$55,408	\$57,153
2	\$48,944	\$50,485	\$52,076	\$53,716	\$55,408	\$57,153	\$58,954
3	\$50,485	\$52,076	\$53,716	\$55,408	\$57,153	\$58,954	\$60,811
4	\$52,076	\$53,716	\$55,408	\$57,153	\$58,954	\$60,811	\$62,726
5	\$53,716	\$55,408	\$57,153	\$58,954	\$60,811	\$62,726	\$64,702
6	\$55,408	\$57,153	\$58,954	\$60,811	\$62,726	\$64,702	\$66,740
7	\$57,153	\$58,954	\$60,811	\$62,726	\$64,702	\$66,740	\$68,843
8	\$58,954	\$60,811	\$62,726	\$64,702	\$66,740	\$68,843	\$71,011
9		\$62,726	\$64,702	\$66,740	\$68,843	\$71,011	\$73,248
10			\$66,740	\$68,843	\$71,011	\$73,248	\$75,555
11				\$71,011	\$73,248	\$75,555	\$77,935
12				\$73,248	\$75,555	\$77,935	\$80,390
13					\$77,935	\$80,390	\$82,923
14					\$80,390	\$82,923	\$85,535
15					\$82,923	\$85,535	\$88,229
16					\$85,535	\$88,229	\$91,008

2019-20 Salary Schedule

3% increase to 2018-19 schedule (rounded to nearest whole dollar)

182-day contract

Years	BA	BA+15	BA+30	BA+45	BA+90/ MA	MA+45	MA+90/ Ph.D.
0	\$48,836	\$49,962	\$51,535	\$53,159	\$54,834	\$56,560	\$58,343
1	\$49,962	\$51,535	\$53,159	\$54,834	\$56,560	\$58,343	\$60,180
2	\$51,535	\$53,159	\$54,834	\$56,560	\$58,343	\$60,180	\$62,075
3	\$53,159	\$54,834	\$56,560	\$58,343	\$60,180	\$62,075	\$64,031
4	\$54,834	\$56,560	\$58,343	\$60,180	\$62,075	\$64,031	\$66,048
5	\$56,560	\$58,343	\$60,180	\$62,075	\$64,031	\$66,048	\$68,129
6	\$58,343	\$60,180	\$62,075	\$64,031	\$66,048	\$68,129	\$70,275
7	\$60,180	\$62,075	\$64,031	\$66,048	\$68,129	\$70,275	\$72,488
8	\$62,075	\$64,031	\$66,048	\$68,129	\$70,275	\$72,488	\$74,772
9		\$66,048	\$68,129	\$70,275	\$72,488	\$74,772	\$77,127
10			\$70,275	\$72,488	\$74,772	\$77,127	\$79,557
11				\$74,772	\$77,127	\$79,557	\$82,062
12				\$77,127	\$79,557	\$82,062	\$84,647
13					\$82,062	\$84,647	\$87,314
14					\$84,647	\$87,314	\$90,064
15					\$87,314	\$90,064	\$92,901
16+					\$90,064	\$92,901	\$95,827

APPENDIX C: CO-CURRICULAR SALARY SCHEDULE

Base Salary: Based on BA + 0 from the 2017-18 LEAP schedule.

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

Agreed Base Salary 3.1% Increase	\$37,653.00			0.0048	0.0055
Name	Position	Type	Point Value		Grandfathered
ASB	Elementary	Activity	5	\$904	\$1,035
Band	Elementary	Activity	6	\$1,084	\$1,243
Chorus	Elementary	Activity	8	\$1,446	\$1,657
Chorus	Secondary	Activity	10	\$1,807	\$2,071
HS Knowledge Bowl	Secondary	Activity	9	\$1,627	\$1,864
HS Knowledge Bowl Assistant	Secondary	Activity	5	\$904	\$1,035
JH Knowledge Bowl	Secondary	Activity	7	\$1,265	\$1,450
Math Team	Secondary	Activity	5	\$904	\$1,035
Pep Band	Secondary	Activity	28	\$5,061	\$5,799
Freshmen Class Advisor	Secondary	Class	6	\$1,084	n/a
Freshmen Class Advisor	Secondary	Class	6	\$1,084	n/a
Junior Class Advisor	Secondary	Class	8	\$1,446	n/a
Junior Class Advisor	Secondary	Class	8	\$1,446	n/a
Senior Class Advisor	Secondary	Class	8	\$1,446	n/a
Senior Class Advisor	Secondary	Class	8	\$1,446	n/a
Sophomore Class Advisor	Secondary	Class	6	\$1,446	n/a
Sophomore Class Advisor	Secondary	Class	6	\$1,084	n/a
Astronomy Club	Secondary	Club	6	\$1,084	\$1,243
Drama	Secondary	Club	20	\$3,615	\$4,142
GSA	Secondary	Club	6	\$1,084	\$1,243
HOSA	Secondary	Club	6	\$1,084	\$1,243
HS Honor Society	Secondary	Club	6	\$1,084	\$1,243
JH Honor Club	Secondary	Club	5	\$904	\$1,035
Newspaper	Secondary	Club	8	\$1,446	\$1,657
Pep Club	Secondary	Club	6	\$1,084	\$1,243
SURE Club	Secondary	Club	14	\$2,530	\$2,899
Yearbook	Secondary	Club	11	\$1,988	n/a
FBLA	Secondary	CSTO	6	\$1,084	\$1,243
FCCLA	Secondary	CTSO	6	\$1,084	\$1,243
FFA	Secondary	CTSO	12	\$2,169	\$2,485
Skills USA	Secondary	CTSO	6	\$1,084	n/a
HS ASB Supervisor	Secondary	Government	15	\$2,711	\$3,106
JH ASB Supervisor	Secondary	Government	10	\$1,807	\$2,071

APPENDIX D
SCHOOL CALENDAR: 2018-19



2018-2019 School Calendar

updated 6/18/18

AUGUST 2018						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	3

23 - Training Day
27 - Training Day/Elementary Open House
29 - First Day of School

FEBRUARY 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		19

7-8- Elementary Early Release Conferences
18 - No School- Presidents Day

SEPTEMBER 2018						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						19

3 - No School- Labor Day

MARCH 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						19

1 - No School - Weather Day
15 - No School - Training
29 - Early Release - Report Cards

OCTOBER 2018						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			22

12 - No School - Training

APRIL 2019						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				17

1-5 - No School - Spring Break

NOVEMBER 2018						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	19

2 - All School Early Release - Report Cards
6-7 - Elementary Early Release - Conferences
8-9- All Schools Early Release - Conferences
12 - No School-Veterans Day Observed
21 - All Schools Early Release
22 - 23 - No School - Thanksgiving Break

MAY 2019						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	21

24 - No School -Weather Day
27 - No School - Memorial Day

DECEMBER 2018						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					13

19 - All Schools Early Release
20 - 31 - No School -Winter Break

JUNE 2019						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						8

11- All School Early Release
12 -Last Day of School
All School Early Release

JANUARY 2019						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		20

1-2 No School - Winter Break
21 -No School - Martin Luther King
25 - All School Early Release - Report Cards

Beacon School
360.249.4528

Simpson School
360.249.4331

Student Services
360.249.2114

Jr./Sr High School
360.249.4041

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