PREAMBLE

This Agreement is made and entered into by and between the Mansfield School District Number 207, and the Mansfield Teachers' Association. It has been negotiated pursuant to RCW 41.59.

The purpose and intent of this Agreement is orderly relations between the District and the Association, and the common understanding of the hours, salaries, and terms and conditions of employment for the employees of the District.

ARTICLE 1. ADMINISTRATION OF AGREEMENT

Section A. Definitions:

1. The term "District" shall mean the Mansfield School District, #207, Douglas County, Washington State; or its agents.

2. The term "Board" shall mean the Board of Directors of the Mansfield School District.

3. The term "Association" shall mean the Mansfield Teachers' Association, and the members thereof.

4. The term "Parties" shall mean the District and the Association.

5. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the Parties.

6. The term "Employee" shall mean any non-administrative certificated (K-12) employee of the Mansfield School District.

7. The term "day" shall mean any day the district business office is open for business with the public.

8. The term "Superintendent" shall mean the chief administrative officer of the District, or his/ her designee.

9. The term "President" shall mean the chief elected officer of the Association.

10. The term "contract" shall mean the individual contract issued and signed by each Employee.

11. The term "supplemental contract" shall mean that contract issued and signed in accordance with RCW 28A.400.200 and RCW 28A.405.240.

12. The term "extended contract" shall mean that individual contract that is issued to employees for days beyond the employee's basic school year as defined in this Agreement.

13. The term "RCW" shall mean Revised Code of Washington.

15. The term "AR" shall mean Association Representative(s).
16. The term "BEA" shall mean Basic Education Act.
17. The term "FTE" shall mean Full Time Equivalent.
18. The term "SPI" shall mean the Washington State Superintendent of Public Instruction or his/her office.
19. The term "LID" shall mean Learning Improvement Day.
20. The term "IEP" shall mean Individual Educational Plan.
21. The term “SAM” shall mean the State Salary Allocation Model.

Section B. Recognition:

The Board recognizes the Association as the sole and exclusive negotiating representative for all employees. The chief administrative officer, principals, assistant principals and any other employees who may be excluded by law or mutual consent of the Parties, for the purpose of exercising all rights accorded certificated organizations by RCW 41.59, are excluded from the bargaining unit.

Section C. Status of the Agreement:

This Agreement shall become effective when signed and ratified by the Parties. Individual contracts between the District and employees shall be subject to and consistent with the terms of this Agreement. This Agreement shall be controlling and shall supersede language in rules, regulations or policies which are inconsistent with its terms.

The Agreement expressed herein in writing constitutes the entire Agreement between the Parties and no oral statement shall add to or supersede any of its provisions.

This Agreement may be reopened for amendment only by the mutual consent of the Parties. Requests for such amendment by either Party must be in writing and must include a summary of the proposed amendment.

Section D. No Reductions Implied:

If an individual annual contract is issued to an employee, unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries or employees' medical or dental benefits in effect upon the effective date of this Agreement.

Section E. Conformity to Law:

The Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any group, employee or group of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, may be immediately renegotiated by the Parties, and all other provisions or application of the Agreement shall continue in full force and effect.
Section F. Distribution of Agreement:

The Parties shall share the cost of printing and distributing this Agreement. In full payment of its share, the Association shall provide a camera ready draft copy of the tentative agreement within ten (10) days following the time the Parties reach tentative agreement. The Parties shall then jointly edit said draft. The Association shall provide a corrected original to the Board within ten (10) working days following editorial agreement. Within ten (10) working days following ratification, the Board shall produce and the Association shall distribute copies to each employee. In addition, the Board shall provide two (2) copies to the Association and one (1) copy to each subsequent new hire. In the event of a disagreement on actual draft contract language, the signed tentative agreement shall prevail. In the absence of a signed tentative agreement, the disputed text will not be included in the Agreement until re-negotiated to mutual agreement.

Section G. Contracts:

All individual employee personal service contracts, supplemental contracts, and extended contracts shall be on standard form contracts conforming to state law and regulations. Extended contracts shall be issued to all employees whose job requires them to work beyond the basic contract year. The District shall notify the Association of employees hired under a non-continuing contract.

Section H. Joint Meeting:

Representatives of the Parties and the Superintendent shall meet no less often than once during each school year to discuss mutual concerns and attempt to find solutions. It is agreed that such meetings shall not deal with contract negotiations or with the resolution of Grievances.

ARTICLE II. BUSINESS

Section A. Use of School Facilities:

The Association may use the District buildings and equipment for the purpose of having meetings and transacting Association business provided that such meetings and business shall not interfere with District educational programs. The Association shall reimburse the District for any extra costs resulting from such Association use of the District buildings and equipment. All such meetings shall be held outside the regular teacher work day, except with administration approval. The Association shall have the right to post notices of Association activities and business on bulletin boards in the faculty lounge or in faculty mail boxes or by email, provided that all such communications shall be identified as Association communications.

Section B. Budget, Minutes, and Financial Reports:

The District shall make available to the Association information concerning the District which is public. The District shall make available, upon request, a copy of the proposed budget, adopted budget, the annual budget report, and the monthly budget report. The District shall provide a copy of the Board agenda and the Board minutes to the Association President at the time they are provided to Board members. One initial copy of each of these documents will be provided at no cost to the Association. Any extra cost for preparation or copying shall be borne by the Association at the rate customarily charged the general public.
Section C. Salary and Placement Information:

The District shall provide the President with an updated list of employees, including their assignment, their placement on the SAM salary schedule and their BEA equivalency when the Superintendent provides this information to SPI.

Section D. Dues and Other Deductions:

Upon request of the employee, the District shall deduct and forward an amount equal to the fees and dues for membership in the Association, including Local, UniServ, WEA, and NEA, premiums for those insurance and annuity programs which the employee shall designate, and fees and dues for other educational associations which the employee shall designate from the salary of employees, in this order of priority and within the capacity of the District to do so.

Section E. Management Rights

All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the District. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatever limited to, the full and exclusive control, management and operations of its business and its affairs; the determination of the scope of its activities, business to be transacted, functions to be performed, and methods pertaining thereto; the location of its offices, schools and places of business and equipment to the utilized, and the layout thereof; the right to establish, change, combine or eliminate jobs, positions, job classifications, and descriptions; the right to establish compensations for new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any work; and the right to designate the work and functions to be performed by the District and the places where it is to be performed; the determination of the number, size and location of its offices, schools and other places of business, or any part thereof; the right to establish, administer, or change bonus, incentive or merit compensation plans; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees, including but by no means whatever limited to hiring, selecting and training of new employees, and suspending or discharging for cause, scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of the employees. The District and the Association agree that the above statement of management rights is for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the District and the Association that the rights, powers, authority and functions of management shall remain exclusively vested in the District except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement. The exercise of these rights shall not be subject to the Grievance Procedures of the Agreement.

ARTICLE III. EMPLOYEE RIGHTS

Section A. Organizing and Representation:

Employees shall have the right to or not to freely organize, join, and support the Association for the purpose of engaging in negotiations.
Section B. Non-Discrimination:

The Parties shall not unlawfully discriminate against any employee because of race, creed, religion, color, marital status, national origin, age, sex, qualified individuals with disabilities, or membership or non-membership in the Association.

Section C. Just Cause and Due Process:

No employee shall be disciplined without sufficient cause. Any employee subject to a disciplinary proceeding or action shall be advised, in writing, of the basis for such proceeding or action. The employee shall have the right to have present a representative of the Association during any disciplinary action or proceeding or investigation thereof at which the employee is present. If the employee requests a representative of the Association, no action will be taken with respect to the employee until such representative is present, provided that action on this request causes no unreasonable delay.

Any negative and/or verbal reprimand of an employee and all disciplinary actions shall be made in private and in confidence and never in the presence of students, parents, other employees, or at public gatherings.

Section D. Complaints Against Employees:

Any complaint against an employee that may lead to disciplinary action or that may be used in an evaluation shall be promptly called to the attention of the employee. No complaint against an employee may be used in a disciplinary action or evaluation against that employee unless the complaint was discussed with the employee.

Section E. Assignment, Transfer, and Vacancies:

Employees shall be notified no later than the day that contracts for the next school year are due of any contemplated changes in their programs and schedules for the ensuing school year. Employee program changes at a later date may require subsequent notice of change as soon as possible. Should the District notify any employee that they are being transferred involuntarily after June 15, said employee shall have two (2) weeks from the date of such notice to notify the Board they are resigning their teaching positions with the District. Such resignation shall be accepted without penalty.

All vacancies and new positions shall be posted as soon as possible and reported to the Association, including qualifications required and procedures for applying.

Existing employees shall be granted an interview and given priority in filling vacancies over new hires, provided they meet posted qualifications, and provided the qualifications of all applicants are substantially equal.

Employees who desire a transfer or reassignment shall make a written request within seven (7) days of notice of vacancies or new positions.

The Superintendent shall notify in writing each employee whose request for transfer or reassignment was not granted along with the reason(s) for not granting the request.

In the event a transfer is anticipated, the Superintendent shall meet and discuss the pros and cons of the transfer with the affected employee(s) before a transfer is made. No employee shall be assigned to a position outside his/her area of competence or his/her academic major or minor.

Section F. Individual Employee Contract:

The District shall provide each employee a contract in conformity with the laws of the State of Washington and regulations of the State Board of Education.
Contracts will be offered to employees by May 15. They must be returned to the Superintendent within ten (10) days of the date they have been issued. If the contract is not returned within this time, the Board reserves the right to withdraw this offer.

Three (3) copies of the contract shall be given to the employee for a signature. One (1) copy is retained by the employee at the time of signing and two (2) copies are returned within ten (10) days of the date issued, to be signed by the Board.

Section G. Release from Contract:

1. Before June 15, an employee under contract may be released from the contract upon submitting a letter of resignation to the Superintendent.

2. A release from contract shall be granted in case of illness or other personal matters which make it impossible for the employee to continue in the District.

3. No employee shall be released from contract after June 15 until a suitable replacement is hired or by written approval of the Superintendent.

Section H. Policy Books:

The District shall provide a copy of proposed policies to the Association at the First Reading of those policies for input prior to the Second Reading. The Board shall issue, at its expense, to the Association, a book of Board policies. The Association shall be provided policy updates for inclusion in the policy book as they occur. Upon request from the Association, the District shall negotiate the impact of any new policy on mandatory subjects of bargaining (wages, hours, and terms and conditions of employment.)

Section I. Personnel Files

1. Right to Maintain:

The District shall maintain a personnel file for each employee. There shall be no separate personnel files.

2. Right to Inspect

Each employee shall have the right to review, initial, attach own comments to and obtain a copy of any evaluation, correspondence, or documents in his/her personnel file. The Superintendent or his/her designee shall be present during any such review. The personnel files of the employees are confidential, and shall be available for inspection only to the supervisory personnel, confidential employees of the District, the individual employee or the employee's duly authorized representative.

3. Right to Inventory

The employee or his/her authorized agent may make an inventory listing the contents of his/her personnel file during the course of the inspection of the file. Upon request of the employee, the Superintendent or his/her official designee shall sign an inventory sheet to verify the contents of the personnel file at the time of the inspection by said employee.
4. Placement of Material

Any controversial material to be placed in the personnel file must be reviewed and initialed by the employee. Such material not shown to an employee within ten (10) days of receipt or composition shall not be placed in the personnel file nor allowed as evidence in any grievance or disciplinary action against said employee.

No evaluation, correspondence, or other material making any reference to any employee's or former employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and exclusive right to attach his/her own written comments.

5. Removal of material

Any derogatory material may be removed from the employee's personnel file after three (3) years from date of entry, upon written request by the employee to the Board.

Section J. Employee Protection

1. District Insurance

The District shall provide such insurance for the protection of employees as is required by RCW 28A.400.370 and upon annual renewal will provide employees with a written summary of the insurance coverage they have under the provisions of District insurance policies. Such insurance shall provide employees with insurance protection while engaged in the maintenance of order and discipline and the protection of school personnel, students and property. Such insurance shall include as a minimum, liability insurance covering injury to persons and property, and insurance protecting the employee from loss or damage of personal property while so engaged. The District shall notify the Association President of any changes in insurance coverage.

2. Threats

Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the Superintendent and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the Superintendent in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. Precautionary measures for the employee's safety shall be reported to the employee at the earliest possible time.

3. Self-protection

Employees may use reasonable measures with a student, patron or other person as is necessary to protect him/herself from attack, physical or verbal abuse or injury, or to prevent damage to District or personal property.

4. Dangerous Students

It will be the intent of the District to inform employees as soon as the District receives information and can legally do so of any student who evidences or who has evidenced symptoms or behaviors that could present a health or safety problem to the employee or other students.

5. Safe Working Environment

a. All employees will be responsible to insure the safety and well-being of all students within the school buildings during normal school operations, and under normal circumstances employees would not be expected to search for weapons or disarm students with weapons.
b. Employees may request removal of students who create a severe disruption to the learning/teaching environment. Students may be re-admitted to the teaching site only after a meeting with the Superintendent or designee, employee, student and parent or guardian.

c. Employees shall be offered training in dealing with violence in the work place.

6. Health Issues

It will be the intent of the District to provide a safe and healthful working environment for all employees, and to comply with all known statutes regarding working conditions.

Section K. Facilities Issues:

Any school site improvement plan that may be designed or implemented shall include input from the Association.

Section L. Employee Privacy:

The legal, private and personal actions of any employee is not within the appropriate concern or attention of the District as long as no laws have been violated or harm or irreparable damage has been imposed upon the District.

ARTICLE IV. EMPLOYEE EVALUATION

Section A. Compliance with Law:

Employee evaluations shall be in accordance with RCW 28A.405.100, WAC 392-191 and this Agreement.

Section B. Purpose:

The primary purpose of all observations and evaluations shall be for the improvement of instruction.

Section C. Evaluators:

Employees shall be observed and evaluated by the Superintendent or other appropriate administrator. The Superintendent and/or Board shall consult with the Association prior to the use of an outside observer and/or evaluator.

Section D. Timing and Other Limitations:

Within the first ten (10) days of each school year, or, in the case of new employees, within ten (10) days of hire, the Superintendent shall meet with each employee to review and discuss the evaluation process, options, criteria and forms. Where appropriate, group meetings may be used for this purpose.
All observation and evaluation functions shall be conducted during the employee's work day. Observations shall not be conducted during the first and last five days of the school year, on early release days, or on the last full day before and the day after Thanksgiving, Christmas, mid-Winter, and Spring Vacations.

Neither observations nor evaluations shall be used for harassment or intimidation. Neither may the evaluation process be used for disciplining an employee except in cases of non-renewal as per the probationary process.

Student test results shall not be used in any way as evaluative criteria of any employees.

Section E. Grievability:

Only the procedural aspects of the observation and evaluation procedures shall be subject to the Grievance Procedure. The substance of evaluations shall not be grievable.

Section F. Observations:

The Observation Record, which is attached to and made a part of this Agreement as Appendix C2, shall be used for reporting employee observations.

The evaluator shall confer with the employee within five days following the observation, to discuss the observation. A short summary of observation shall be attached with and become a part of the evaluation record and shall be initialed by the employee.

The Observation Record shall be signed by the employee and observer. The employee's signature shall not indicate agreement with its content. A copy shall be given to the employee. The employee may submit written comments concerning the report which shall be attached to the report in the file. Written comments must be filed within ten days after the employee receives the report.

Observations shall be conducted at the employee's normal classroom setting. Observations must be conducted with the knowledge of the employee. Electronic observations, including speaker systems, are prohibited.

Section G. Certificated Staff Evaluation:

1. General:

Certificated classroom teachers and certificated support personnel holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth herein. Every non-provisional employee whose work is judged unsatisfactory based upon evaluation criteria shall be placed in a probationary status no later than February 1 and shall be given until May 1 of the current contracted year to demonstrate improvement (as determined by the Superintendent or other appropriate administrator, referred to as “Supervisor” herein) in his or her areas of deficiency. The use of a formal probationary process will not be required during an employee's provisional contract years. During those years the language of RCW28A.405.220 will apply when determining non-renewal of provisional employees, provided a provisional employee will be notified if his/her performance is unsatisfactory and made aware of specific areas that need improvement.

2. Summative Evaluation:

The Supervisor shall be responsible for the evaluation of employees assigned to that school. The Supervisor may request other certificated staff members to assist in the observation and evaluation process.

Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position which criteria are set forth in the addendum attached hereto as Appendix C1.
Evaluation required or permitted hereunder shall be documented on the Evaluation Report attached hereto as Appendix C4.

During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. The total observation time for each employee for each school year shall not be less than sixty (60) minutes.

All employees newly employed by the school district shall be evaluated within the first ninety (90) calendar days of the commencement of their employment. All employees, including new employees shall be evaluated annually, such evaluations to be completed not later than May 15 of the year in which the evaluation takes place. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

Before the end of the first ninety (90) days of employment for new employees, and before May 15 for all employees, the Supervisor shall promptly document the results of the series of observations using the Evaluation Report (Appendix C4.) Following the completion of the Evaluation Report, a meeting shall be held between the Supervisor and the employee to discuss the report, which shall then be signed by both the Supervisor and the employee. The signature of the employee does not necessarily imply that the employee agrees with the contents of the Evaluation Report. The employee shall be provided with a copy of the Report. The Report shall be promptly forwarded to the personnel office for filing in the employee’s personnel file. The employee may submit written comments concerning the Report, which shall be attached to the Report in the file.

A short form may be used (Appendix C2) after a staff member has four (4) years of satisfactory evaluations in the District. At least once every three (3) years a regular evaluation shall be conducted, except that in any given year the staff member may request a regular evaluation or the Supervisor may elect to conduct a regular evaluation to be used as a basis for determining that a staff member's work is unsatisfactory or to serve as the basis for determining that there is probable cause for non-renewal. If the Supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15 of the current contracted year.

3. **Formative Professional Growth Component**  
(WAC 392-12)

The purpose of the formative evaluation model shall be to promote professional growth for teachers and administrators in order to improve instruction. The formative model shall be available and shall be voluntary to teachers who have successfully completed four satisfactory years of teaching. The formative model will encourage professional growth through goal setting and will involve the teacher and administrator in cooperative discussions and planning and will encourage interaction among colleagues for the accomplishment of goals. During September and October of any year, employees choosing this model will develop their annual goals and meet with their Supervisors. Depending on the complexity of the goal, teachers will choose two goals from the following categories:

A. **Teacher goals:** These are directly related to the teaching act and are usually the most long lasting.
B. **Student goals:** Goals in this category relate to desired student outcomes
C. **Program goals:** These goals in this category relate to curriculum development and committee outcomes.
D. **Personal and Professional goals**

The Supervisor shall act as an advisor in order to clarify and refine the goals chosen by the teacher. He/she shall assist in developing data collection methods and ways to evaluate. He/she shall discuss resources needed and allocate such resources. During January and February, a second meeting will occur in order to discuss collaboratively the progress on goal attainment and to refine and update any need for resources. In April and May, a final meeting will be held to analyze data and to evaluate the success of the goals. At this meeting a report on yearly goal investigation shall be compiled collaboratively to be submitted to the district personnel file (See Appendix C5). At
this meeting, the Supervisor will verify that the employee has met state statute requirements. At any time during the formative cycle, collaborative interaction is encouraged based on trust and confidence. Growth is the desired outcome and the formative cycle should not represent a threat to anyone. Although some goal setting in the formative cycle may be based on information gathered in the summative cycle, information may not pass from the formative to the summative in order to insure that teachers take risks and try new things. It is conceivable that all stated goals may not be reached in a given year for a variety of circumstances and analysis of such circumstances can also be a learning experience. The attainment of some goals may take more than one year. A formative file will be available to both teacher and administrator and it may contain the following:

- Annual goals, notes from meetings, resources needed, data gathering methods, other data if applicable. At the end of each year, the teacher will retain the file data. The administrator is encouraged to assist in coordinating efforts toward common goals that may exist in the building. The administrator is further encouraged to disseminate information and resources to teachers that may have a bearing on their goal attainment.

4. **Probation:**

In the event that the Supervisor determines on the basis of the evaluation criteria that the performance of an employee under his/her supervision is unsatisfactory, the Supervisor shall report the same in writing to the Superintendent on or before January 20 of the current contracted year. The report shall include a recommended specific and reasonable program designed to assist the employee in improving his/her performance. If the Superintendent concurs with the Supervisor's judgement, the Superintendent shall place the employee in a probationary status beginning on or before February 1 of the current contracted year and ending May 1 of the current contracted year. On or before February 1 of the current contracted year, the employee shall be given written notice of the action of the Supervisor, which notice shall contain the specific areas of performance deficiencies and a suggested specific and reasonable program for improvement, and a statement indicating the duration of the probationary period to give the employee the opportunity to demonstrate improvement in his/her area of deficiency. At or about the time of the delivery of the probationary letter, the Supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgement of the Supervisor, the Supervisor may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. During the probationary period the Supervisor shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress if any, made by the employee. The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the Supervisor in those areas specifically detailed in his or her notice of probation.

Unless the employee has previously been removed from probation, the Supervisor shall submit a written report to the Superintendent at the end of the probationary period noting whether or not the performance of the employee has improved, and recommending removal of the probationary status, removal of the probationary status accompanied by a letter identifying areas where further improvement is required, or action should be taken to non-renew the contract of the employee. Following a review of any report submitted, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. The employee shall be notified in writing no later than May 15. Removal from probation shall not be unreasonably withheld. Probation shall not be deemed “adverse affect” of contract within the meaning of RCW 28A.405.300.

*Note* Any grounds for non-renewal of contract status as a result of probationary status due to performance deficiencies is pursuant to RCW 28A.405.300.
ARTICLE V. LAYOFF AND RECALL

In the event the District decides because of a financial emergency to consider a Reduction In Force (RIF) affecting employees, the District shall confer with the Association at the earliest possible date. The parties shall meet and discuss possible ways of avoiding a RIF and ways to minimize the potential negative impact of such an action.

If a RIF is still required, the District shall first seek voluntary reduction through resignations, leaves of absence, and/or retirement, and only then consider layoffs. The Association shall then have two weeks to develop and present a proposal for RIF to the District. If the Board still feels that a RIF is necessary, then the Board may implement a RIF plan.

As the financial position improves and/or positions open, laid-off employees shall be notified. If they apply, they shall be given priority over new hires under the conditions as stated in Article III, Section E, paragraph 3 of the Agreement.

ARTICLE VI. INSTRUCTION

Section A. Academic Freedom:

All employees shall enjoy the right to pursue academic study and investigation free from interference and restraint. Employees shall be free to present instructional materials and to interpret facts and ideas concerning human society, the physical and biological world and other branches of learning within the planned instructional program and course of study as determined by the District’s administrative procedures, the Superintendent of Public Instruction or the State Board of Education. Employees shall present all facts of controversial issues in an objective manner and without interjecting their personal opinions of controversial or political issues. When presenting instructional materials and interpreting facts and ideas, employees should encourage students to make their own judgments based upon all of the facts bearing on the issue and without the interjection of the personal opinions of the employees.

Notification shall be made to the administration whenever an employee intends to inject into course coverage units which might reasonably be anticipated to be controversial.

Further, the Parties agree that the school is not the appropriate forum for the expression of personal, religious, or political views or for the militant advocacy of any particular cause or point of view.

Section B. Recommended Work Load and Class Size:

1. State Requirements

The District shall comply with the Teacher/Student ratios required by the State of Washington.

2. Commitment to Reasonable Student/Teacher Ratios

The Parties recognize the importance of maintaining a reasonable Teacher/Student ratio that provides for quality education and commit themselves to that goal, within available resources.

3. Preparations

No secondary teacher shall be assigned more than two (2) preparations per period without that teacher's approval, and in no case shall there be more than three (3) preparations per period. In no case shall extra preparations be in unrelated curricular areas. Independent studies will be arranged apart from this clause.
4. **Integrated Classrooms:**

When the IEP for special needs students determines that the best placement is within the regular classroom, thus creating an "Integrated Classroom" such classroom shall truly be integrated. The ratio of special needs students shall not be such that the classroom is more a special needs classroom rather than a regular classroom.

5. **Exceeded Limits:**

In the event a class size or daily load limit is exceeded, the District's first (1st) option shall be to consider the hiring of additional employee(s) or to transfer the students in order to come into compliance with the recommendations above. The District's second (2nd) option shall be to consider payment of an overload stipend to the employee or provide additional aide time to the employee. If neither of these options is exercised, the District may provide additional plan time for the employee so affected.

**Section C. Planning Time:**

1. **Secondary:** All secondary (6-12) employees shall have scheduled no less than one (1) class period per contract day for planning purposes.

2. **Elementary:** All elementary (K-5) employees shall have scheduled no less time than that of secondary teachers per contract week for planning purposes. Plan time shall include one (1) block of time no less than thirty (30) minutes each day.

3. **Use:** The use of plan time shall be for professional purposes as determined by the employee. Employees shall have the right to use for additional plan time any and all time during which their classes are receiving instruction or assistance from a specialist, or are generally under the supervision of a specialist. Preparation time shall be travel and duty free.

4. **Loss of Plan Time:** In the event the District experiences an emergency that would require the loss of plan time, the employees so affected shall be paid an additional stipend equal to a proration of the employee's base salary.

5. **30/30 Bar:** It is understood and agreed that the thirty (30) minutes before students arrive and the thirty (30) minutes after students depart is not to be computed as a part of the plan time defined above.

6. **Part-Time Employees:** Non-administrative K-12 employees who are part-time shall be granted plan time proportionate to the amount of time they are employed.

**Section D. Mentor Teacher:**

The mentor teacher program will be implemented following SPI guidelines as set out in RCW 28A.415.250, subject to review if guidelines or funding change, provided that funding for the program is continued from the State.

**Section E. Student Discipline:**
1. Distribution of Board Policies:

No later than September 15 of each school year the District shall distribute to and review with employees policies on student discipline. This review shall provide ample opportunity for discussion of federal and state laws concerning student discipline and employees' rights and responsibilities related thereto.

2. District Support:

The District shall support and uphold employees in their implementation and enforcement of the District's student discipline policy.

3. Referrals:

Whenever employees make referrals for discipline, special education, testing or other reasons, the original referral shall be given to the Dean of Students. The Dean of Students may issue a copy of said referral to the Superintendent. Whenever employees make referrals for discipline of special needs students to the Dean of Students, a copy of such referral shall be given to the Special Education Director, and a copy will be made by the Dean of Students for the Superintendent. The Dean of Students shall assure that all such referrals shall be given a written or verbal response in a timely fashion. In cases of discipline, normally the response shall be given the same day. In cases of special education or other testing, normally the response shall be given within one (1) week, but in no event later than two (2) weeks.

Section F. Supplies and Materials:

The District shall ensure that adequate supplies and materials for the conduct of the District's educational program will be available the entire school year. In making requests for supplies, equipment and materials for use in the instructional program employees shall make the request in writing on appropriate forms as early as possible; the Superintendent shall advise the requesting employee of the disposition of the request.

Section G. Grading:

Employees have the exclusive right and responsibility to determine grades and other evaluations of students in accordance with District performance standards. No grade or evaluation shall be changed without a meeting with the employee. No Board or administrative pressure shall be applied to any employee regarding grading or evaluation of students.

Section H. Hiring Substitutes:

Whenever an employee or an aide is absent the District shall make an honest and complete effort to replace that employee, during the term of his/her absence, with a suitable substitute. Asking another employee to give up plan time to substitute for the absent employee shall qualify as loss of plan time under Section C Number 4 of this Article.
Section I. Staff Development Early Dismissal Days:

The District may reserve the right to seek waivers from The State Board of Education for the purpose of Restructuring.

Section J. Lesson Plans:

To insure proper planning and continuity of instruction, each teacher shall prepare lesson plans for daily instruction. To facilitate effective instruction and in preparation for possible substitute teachers, lesson plans must be prepared sufficiently in advance of class presentation. The lesson plans will be reviewed on a regular basis by the building administrator, and must be readily available in the event a substitute teacher is needed.

ARTICLE VII. LEAVES

Section A. Illness, Injury and Disability (Sick) Leave:

1. Accumulation:

   At the beginning of each school year, each full time employee shall be credited with twelve (12) days of Illness, Injury, and Disability Leave, which shall be referred to hereafter as “sick leave”. Employees who are less than full time shall receive a prorated portion of such leave. Unused sick leave shall accumulate to the maximum allowed by law. Each employee's accumulated sick leave balance shall be made known to him/her on each pay check stub. Sick leave earned but unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment.

2. Use:

   a. Personal Illness, Injury or Disability: The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness, injury or disability.

   b. Maternity: The District shall grant sick leave for pregnancy, child birth and related temporary disability to employees, to the extent the employee's physician certifies the employee's temporary disability. Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate the expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the employee.

   c. Paternity: In the event as employee becomes the natural father of a child, the District shall grant such employee, upon request, up to five days from his accumulated sick leave for paternity leave.

   d. Family Illness: The District shall grant sick leave to employees in the event of illness within the immediate family of the employee. For purposes of this provision, immediate family shall mean spouse, parent, child, grandchild, grandparent, sibling, niece, nephew, aunt or uncle, or those of the employee's spouse, or a person living in the same household as the employee.
3. Sick Leave Exhaustion:

In the event an employee's accumulated sick leave is exhausted, but more sick leave is required by the employee pursuant to the provisions set out above, the employee may request and the District shall grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall advise the District of the expected duration of the leave at the time of request for the leave.

4. Annual Sick Leave Buy-Back Option:

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's pay for each four (4) days of accumulated unused sick leave (accumulated in the previous calendar year,) in January, of each year following any year in which a minimum of sixty (60) days of sick leave are accumulated. No employee may receive pay for sick leave accumulated in excess of one (1) day per month.

5. Death or Retirement Sick Leave Buy-Back Option:

At the time of separation from District employment (as recognized by the Washington State Teacher's Retirement System, whether or not the employee was a participating member of the system) or death, an employee or his/her estate shall receive pay for accumulated but unused sick leave up to a maximum of one-hundred-eighty (180) days at a rate equal to one (1) day's per diem pay for each four (4) full days accrued leave for illness or injury. The monies paid pursuant to this provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in the State, and shall be in accordance with the rules and regulations of SPI.

6. VEBA III

The District shall provide employees the option of utilizing a VEBA III account for depositing funds into a trust account. The VEBA III account provides a source of funds to pay for the cost of health care expenses for the employee, spouse, and qualified dependent's post retirement health related expenses.

The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan pursuant to RCW28A.400.210 and agrees to make contributions to the plan on behalf of all employees in the group who are eligible to participate by reason of having excess sick leave conversion rights.

7. Sick Leave Sharing:

a. Right to Donate
Employees are granted the right to donate sick leave to come to the aid of another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which causes or is likely to cause the employee to take leave without pay or terminate his/her employment. Such donation shall not be counted against the employee for purposes of sick leave buy-back except as it affects the sixty (60) day minimum accumulation.

b. Minimum Accumulation

An employee who has an accrued sick leave balance of more than sixty (60) days may donate such sick leave.

c. Maximum Donation

Employees are allowed to grant up to six (6) days during any twelve month period.

d. Limits

Employees cannot donate sick leave days that would result in their sick leave account going below sixty (60) days.

e. Status of Leave Employees

While an employee is on leave transferred under this section, he/she shall be classified as an employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave. Payment of sick leave shall be in accordance with state statutes, rules and regulations.

Section B. Personal Leave:

The District shall grant employees two (2) days of personal leave with pay each year. Notice of intent to use such leave shall be given by employees in advance of the leave as much as is reasonably possible. In the event an employee requires use of more than two (2) days of personal leave per year, he/she shall make a request for such leave to the Superintendent who may grant such leave to the employee at a cost to the employee equal to the actual substitute salary cost to the District.

Section C. Bereavement Leave:

The District shall grant employees up to five (5) days with pay per occurrence for death in the immediate family of the employee, as defined below. The District shall grant employees one (1) day of bereavement leave with pay in the event of the death of friends, students or colleagues of the employee. Additional bereavement shall be granted as emergency leave.

Immediate family shall mean spouse, parent, child, sibling, grandchild, grandparent, niece, nephew, aunt, uncle, or those of the employee’s spouse, any person living in the same household as the employee or any person who is a dependent of the employee.

Section D. Court Appearance Leave:

The District shall grant Court Appearance Leave as follows:
1. **Jury Duty:** Employees who are called to serve on a jury.

2. **Subpoenas:** Employees who are subpoenaed on a jury.

3. **Other Court Leave:** Other court absences shall be granted from emergency leave.

4. **Payment:** Any payments to an employee for jury duty, excluding mileage payments, or other actual expenses, shall be deducted from the employee's salary.

**Section E. Accidents on the Job:**

In the event an employee is absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn for a period of up to twenty (20) days without deduction from the employee's accumulated sick leave. After twenty (20) days, a deduction shall be made from the employee's accumulated sick leave, in proportion to the amount paid to the employee by the District, each subsequent day the employee is absent until accumulated sick leave is exhausted.

**Section F. Meetings and Conferences:**

The District may grant paid leave with reimbursement for approved expenses to employees for the purpose of attending educational meetings with administrative approval.

**Section G. Association Leave:**

The District shall grant up to four (4) days leave with pay to the Association to be used to conduct Association business. The Association President shall make application in writing to the Superintendent for each Association leave no less than four (4) days prior to the date of intended leave. The District may waive the notification time requirement. No more than two (2) Association officials as designated in this provision shall be granted Association leave at the same time. The Association shall bear the expense of substitutes as required by the District. The Association agrees to indemnify and hold the District harmless against any liability that may arise out of the District's compliance with this provision.

**Section H. Military Leave:**

The District shall grant military leave to any employee who is called into active duty, extended or temporary, as a member of the Armed Forces of the United States in accordance with law.

**Section I. Long Term Leave of Absence:**

Any employee may apply for and the District may grant an unpaid Long Term Leave of Absence for up to one (1) year for study, child rearing, travel, medical or other mutually agreed to reason(s). Employees granted such a leave will be permitted to stay in the District insurance programs at their own expense (carriers permitting), shall not gain or lose seniority or other benefits, but shall not be granted advancement credit on the salary schedule for the period of the leave. Upon return from such leave the employee shall be entitled to the same position or a position substantially equivalent to the position held prior to the leave. An employee granted leave must give the District notice as to the intent of the returning or not prior to May 15th, of the following year. Employees on approved leave of absence may not return prior to the end of their approved leave without permission from the District.
ARTICLE VIII. FISCAL

Section A. Salaries:

1. Salary Schedule: Employee's salaries shall be paid according to the salary schedule attached to and made a part of this Agreement at Appendix A1.

2. Payment: In accordance with state law, employees shall be paid in twelve (12) equal monthly installments. Checks shall be issued to employees or deposited (Electronic Funds Transfer) on the last weekday of each month. If the payday occurs during a vacation time, pay deposit forms or paychecks shall be mailed to the employees to arrive no later than that payday.

3. Extra Curricular Stipends: The employees' extra curricular salary schedule and criteria shall be as attached in Appendix A2.

4. Time, Responsibility, and Incentive: Supplemental Contracts will be issued to all employees for required and optional additional hours, as defined in Section F of this Article, beyond the standard work year, as defined in Section D of this Article. Payment will be made as specified in Section F of this Article. In accordance with State law, this separate contract is not a part of the employee's continuing contract and not subject to the restrictions therein.

5. Salary Credits: The District shall accept all college quarter hour credits, equivalent inservice credits computed in accordance with RCW 28A.415.020, and experience as determined by the State SAM criteria for advancement on the salary schedule. If such credits and experience are paid by SAM to the District, they shall be accepted and paid locally. If such credits and experience are not paid by SAM, they shall not be accepted or paid locally. Excepting provisions of Subsection Six (6) below, employees must have verification of new credits in to the District by October 1 of the current school year for salary increases for that school year.

6. Legislative Salary Mandates: In the event the Legislature shall make a specific appropriation for mandated salary increases to be made during the period of this Agreement, the salary which is otherwise provided for in this Agreement shall be increased subject to the receipt of such funds by the District and in compliance with such distribution guidelines as may be adopted by the Office of the State Superintendent of Public Instruction and/or the District.

7. Salary Limits: The salary appropriation and all other increases in wages (such as, but not limited to stipends) and benefits shall not exceed the total dollar amount granted to the District for certificated compensation and shall be in strict conformity with legislative and administrative requirements, thereby avoiding any penalties to the District.

8. BEA/FTE: The actual BEA/FTE will be utilized in salary computations.

9. Compliance: The maximum allowable and funded by the State shall automatically be applied to the salary schedule. As early in the school year as is practicable, the District shall share compliance information with the Association. Salaries shall be adjusted in May (upward or downward) to assure that the maximum legally allowable is paid in salary.
10. Errors in Computation: Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee as soon as discovered. In the event the District has made an under or over payment, the District and the employee shall work out a mutually agreeable plan for pay back, unless state law or regulation requires otherwise.

11. Substitutes: It is expressly understood that the District shall have the right and authority to adjust the salary paid to substitutes if the District determines that it is difficult or impossible to hire substitutes. Substitutes who qualify as regular part time employees shall be paid no less than a daily rate of ninety (90) dollars and shall not be eligible for any of the other provisions of this Agreement.

Section B. Training / Clock Hours / Endorsements:

1. Required Courses: Employees attending training courses required by District policy as a condition of employment shall be paid by the District at the employee's regular hourly rate of pay for all time in attendance, plus any fee or tuition.

2. Requested and Approved Courses: Employees attending training courses or seminars requested by the employee and approved by the District shall suffer no loss of regular salary if the course requires them to attend during their regular employment time. The District may grant reimbursement for expenses incurred for training course fees and tuitions and may pay per diem to employees attending training sessions outside the regular workday.

Section C. Insurance:

The District shall provide for each employee the maximum insurance contribution allowable and funded by the State. Moneys generated by employees who do not need the full amount funded by the State will be pooled and divided among employees whose medical, dental, and vision payments exceed the State allocation.

Section D. Work Year:

The employee basic contract year will consist of one hundred eighty (180) instructional days, one (1) teacher work day, and those Learning Improvement Days provided for and funded by the State. Dates for all basic contract days will be determined as part of the usual school calendar adoption process. It may also be determined through mutual discussions between the Mansfield Teachers Association and the District that changes to the one hundred eighty (180) instructional days could change in accordance with waivers to the one hundred eighty (180) school work day granted by the State Board of Education as a part of the District Restructuring Plan. For the purpose of per-diem calculations, the work year will total one hundred eighty one (181) days plus any Learning Improvement Days.

Section E. Work Day:

The employee work day shall be seven (7) hours and forty (40) minutes which shall include a thirty (30) minute duty free lunch period and thirty (30) minutes before and thirty (30) minutes after the student day. On Fridays and on days immediately preceding holidays and vacations the employee work day shall end when students are dismissed. The days before Thanksgiving, Christmas, and Mid-Winter holidays shall be true half-days of three (3) hours and fifty (50) minutes. Staff Development Early Dismissal (Article VI, Section I) days shall not deviate from the defined work day without compensatory time or supplemental pay according to Section F of this Article.
Section F. Pay for Additional Time:

It is the intent of the District to provide useful and relevant training opportunities for our staff. However, any and all funding for these activities must be obtained directly from the state in the form of increased apportionment or through the successful allocation of grant monies.

Upon notification from the OSPI that supplemental monies are being provided to fund optional teacher training days, the District, in cooperation with the Association, will determine how training monies shall be allocated.

Also, the District may offer compensatory time or supplemental contracts pursuant to RCW 28A.58.0951 (4) and Section A Part 4 of this article for additional mandatory and optional work time performed beyond the contracted work year and/or work day. The District may define the uses for which optional time may be used.

Section G. Supplemental Contracts:

Supplemental extra curricular contracts shall be for one (1) year only. The District shall notify returning employees no later than June 15th, of each year of the supplemental extra curricular contracts they are offering that employee for the following school year. Employees shall notify the District within fifteen (15) days if they are accepting the Board's offer of extra curricular supplemental contract(s) of employment. In the event the District and employee mutually agree to an internal transfer of supplemental extra curricular contracts these dates shall not apply. The District may offer supplemental extra curricular contracts which are conditional on minimum student turnouts for the proposed activity. Provided that should the District notify any employee after June 15, that their extra curricular contract is not being renewed, said employee shall have two (2) weeks from the date of such notice to notify the Board they are resigning their teaching positions with the District. Such resignation shall be accepted without penalty, notwithstanding other sections of this contract. Payment of supplemental contract to full-time employees will be prorated over the regular activity season. Pay check stubs will show breakdown of purpose of income.

Section H. Extended Contracts:

The District will decide if there will be extended contracts and if there is acceptable funding available. The District believes that when the State fully funds all educational programs forth coming decisions can be made in relations to teacher training.

Section I. School Calendar:

The school calendar shall consist of one hundred eighty (180) days for students, unless a waiver against the one hundred eighty (180) days has been granted by the State Board of Education through the waiver for restructuring. In addition, the calendar shall consist of one (1) teacher work day prior to the start of school and any Learning Improvement Days, during which students will not be in attendance. It will also include a full week as spring vacation which shall be the first full week in April. Deviations or changes of the school calendar will be at the discretion of the Board, provided that the Board solicits input from the Association prior to making calendar changes.
Section J. Business Travel:

Employees that are required to utilize their private vehicles to travel on school business when school vehicles are not available shall be compensated at the current rate set by State Office of Financial Management.

ARTICLE IX. GRIEVANCE PROCEDURE

Section A. Purpose

The purpose of this article is to provide a procedure for the orderly and timely adjustment of Grievances.

Section B. Definitions

As used in this Article:

The term "Grievance" shall mean a claim by an individual employee or a group of employees or by the Association that the master Agreement between the District and the Association has been violated, misinterpreted, misapplied, or not applied.

The term "Grievant" shall mean the individual employee, the group of employees, or the Association filing a Grievance.

Section C. General Conditions

1. Time Limit: The adjustment of Grievances shall be accomplished as rapidly as possible. Under unusual circumstances, the time limits prescribed in this statement may be extended by mutual consent of the Grievant and the person or persons by whom the Grievance is being considered.

   Time Limit for Filing an Appeal: Any written disposition of a Grievance which results from a hearing conducted under any of the steps described in Section Four (4), shall be officially recorded as the final disposition of the Grievance unless, within seven (7) days from the date of receiving the disposition the Grievant appeals to the next step.

2. Representation: Any Grievant shall have the right at any time to present Grievances provided that only the Association may use Step Three (3). The Grievant may be represented at each step in the Procedure by a representative of the Association; however, the Association shall not be obligated to represent any Grievant at any step in the Procedure and whether it does so shall lie within its sole discretion. The Association shall be given an opportunity to have its representative present at the adjustment of the Grievance.

3. Confidentiality: All matters pertaining to specific Grievances shall be confidential information and shall not be unnecessarily disclosed, provided that the Association at its discretion shall report general Grievance dispositions to its members, and the Administration can at its discretion report the details of any Grievance to the Board. The
Grievance Forms and the final adjustment thereof shall be maintained as a permanent record in the custody of the Superintendent. All other documents, communications, and records dealing with the Grievance shall be filed separately from the Grievant's personnel file and may be expunged no sooner than six (6) years after settlement of the Grievance. If the Grievant so requests in writing, a record of the final adjustment of his Grievance may be placed in his/her personnel file.

4. Freedom from Reprisal: Individuals who participate in good faith as Grievants, witnesses, representatives of the Association, or otherwise, shall not suffer any restraint, interfere, discrimination, coercion or reprisal from any party or person on account of their participation in the process.

5. Release from Duty: All meetings, hearings, appeals, or other proceedings relating to the Grievance adjusting process shall be scheduled outside of the normal school day whenever possible. However, whenever a meeting, a hearing, an appeal, or other proceedings related to a Grievance adjusting process require an employee's absence from his/her regular duty assignment, he/she shall be released from such assignment without loss of pay or without other penalty.

Section D. Grievance Procedure

The adjustment of Grievances shall be accomplished as rapidly as is possible in order to resolve the Grievance promptly. To expedite resolution, the Grievance Form, which is attached to and made a part of this Agreement as Appendix B, shall be initiated within thirty (30) days following the events or occurrence upon which the Grievance is based, except that Grievances related to Salary must be filed within thirty (30) days after the situation is discovered, not to exceed ninety (90) days from the date of the actual event.

STEP 1: Before submitting a formal Grievance, an employee with a Grievance shall be encouraged by the Association and the employer to discuss the Grievance with the employee's immediate supervisor, and every effort shall be made to resolve the Grievance at this level in an informal manner. If the employee is dissatisfied with the outcome of the initial private conference(s), the employee may request a formal conference with the immediate supervisor and/or a member of the Association by submitting the Grievance Form (Appendix C). This formal conference shall occur within ten (10) days after the immediate supervisor has received the written complaint. A written response shall be forwarded to the Grievant from the formal conference.

STEP 2: If the Grievance is not resolved to the satisfaction of the Grievant under Step I, the Grievant may, within ten (10) days after the receipt of the written report of the formal conference appeal the Grievance to the Superintendent. The Superintendent will conduct a formal hearing within twelve (12) days of receiving the appeal. The Superintendent will submit his findings and award in writing within ten (10) days of the close of the hearing to the immediate supervisor, and the Association. This report shall be the final disposition of all Grievances, except as noted below.

STEP 3: If the Grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue to a final and binding arbitration within seven (7) days following the receipt of the step two (2) decision. A list of seven (7) arbitrators shall be requested from the American Arbitration Association.

The Parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all Parties. The Arbitrator shall have no authority to add to, subtract from, to otherwise change or modify the provisions of this Agreement, but shall only be authorized to interpret the
existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Any dismissal of a Grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration of the issue in dispute.

Each Party shall pay any compensation and expenses relating to its own witnesses or representatives. The Association and District share the cost of the arbitrator including necessary expenses. The total cost of the stenographic record (if requested) will be paid by the Party requesting it. If the other Party also requests a copy, that Party will pay one-half (1/2) of the stenographic costs.

Matters concerning the termination or non-renewal of an employee, the substantive portion of the employee's evaluation, or any other matters having a resolution process prescribed by law shall be exempt from this Grievance Procedure.
ARTICLE X. DURATION OF AGREEMENT

The current Master Agreement ends August 31, 2013. On June 24th, 2013, the Agreement was rolled over, as is, with an MOU on the new evaluation system. This Agreement shall be in effect on September 1, 2013, and shall continue in effect through August 31, 2016. During said period of time, this shall be binding upon the District, the Association and all Employees.

The Parties acknowledge that the understandings and agreements arrived at by the Parties with respect to wages, hours and terms and conditions of employment may be subject to negotiations during the term of this Agreement only upon request and by mutual agreement by both Parties, provided that for the second and third years of this Agreement salaries and insurance shall automatically be open for renegotiation. In addition, each of the Parties may open one additional item as a part of the negotiations for the third year of this Agreement.

EXECUTED this twenty-fourth day of June, 2013, at Mansfield, Washington, by the undersigned officers with the authority of and on behalf of the Board of Education, Mansfield School District No. 207, and Mansfield Teachers’ Association.

__________________________________  __________________________________
Chairman, Mansfield School Board   President, Mansfield Teachers’ Association