

Agreement Between
Mercer Island School District #400
and
Mercer Island Education Association
for
Certificated Employees

**This Agreement Shall Be Effective From
September 1, 2007 - August 31, 2009**

**Ratified By the Mercer Island Education Association
and the Mercer Island School District #400**

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PREAMBLE

This Agreement is entered into between the Board of Directors on behalf of the Mercer Island School District #400, King County, State of Washington, herein referred to as the "District" and the Mercer Island Education Association, herein referred to as the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Mercer Island is their mutual aim and that the character of such education depends in large part upon the quality of the employees, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employees Collective Bargaining Act, Chapter 41.56 RCW, Laws of 1986 to bargain with the Association as the exclusive representative of its personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the preceding mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION AND DEFINITIONS

Section 1 – Recognition

The Board recognizes the Mercer Island Education Association as the sole and exclusive representative for all employees included in the bargaining unit as delineated in parts A, B, and C hereof.

- A. All certificated non-supervisory personnel under teaching contract, or employed by the Board, excluding the following:
- Superintendent
 - Associate Superintendent
 - Directors
 - Principals
 - Associate Principals
 - Instructional Support Administrator
- B. The term certificated personnel shall mean persons and their substitutes to fill the following positions: classroom teachers, librarians, specialists in gifted students programs, specialists in special education, art specialist, music specialists, PE specialists, reading specialists, school psychologists, nurses, guidance counselors, vocational education teachers, therapists, instructional project leaders, SLD and LD specialists.
- C. All persons filling co-curricular positions as listed on the co-curricular salary schedule and/or issued supplemental contracts, excluding administrators.

Section 2 – Definitions

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

The term “**Agreement**” shall mean this entire contract and any subsequent addenda mutually agreed upon during the period of the contract.

The term “**Association**” shall mean the Mercer Island Education Association.

The term “**Board**” shall mean the Board of Directors of the Mercer Island School District #400, also referred to as “employer”.

The term “**District**” shall mean the Mercer Island School District #400.

The term “**employee**” shall mean all nonsupervisory certificated teachers and their substitutes being paid on the Teachers' Salary Schedule who are represented by this bargaining agreement and all employees on supplemental contracts.

The term “**voluntary transfer**” shall mean the transfer of an employee from one position to another at his/her written request.

The term “**vacancy**” shall mean a position not filled by an employee.

ARTICLE I - RECOGNITION AND DEFINITIONS

The term “**involuntary transfer**” shall mean any transfer which is not a voluntary transfer.

The term “**days**” shall mean employee work days unless otherwise specifically defined in this Agreement.

The term “**Act**” shall mean the Educational Employment Relations Act, Chapter 41.59 RCW.

The term “**limited contract**” shall mean a contract issued to an employee who has been hired to fill a position temporarily vacant due to leave of absence or sabbatical leave.

The term “**assignment**” shall mean notification and placement of an employee in a position in a particular academic year.

The term “**prior notification**” is defined to be receipt by the Association of the board agenda at the same time it is being delivered to Board members.

The term “**student discipline**” shall mean the forms of corrective action or punishment, other than suspension or expulsion, taken by employees.

The term “**per diem**” shall mean employee placement on the state salary schedule divided by 180 days and then multiplied by employee full time equivalent (FTE).

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

ARTICLE II – STATUS AND ADMINISTRATION OF AGREEMENT

Section 1 – Ratification and Mutual Consent

This Agreement shall be ratified by the Board and the Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent in writing of the Board and Association.

This Agreement is effective from 9/1/07 through 8/31/09.

Section 2 – Status of the Agreement

This Agreement shall supersede any policies, rules, regulations, resolutions, procedures, and practices of the District which shall be contrary to or inconsistent with its terms as they may relate to employees represented by the Association. Existing rules, regulations, policies, resolutions, and practices of the District not in conflict with this Agreement shall remain in full effect unless appropriately changed.

Section 3 – Contract Compliance

All individual employee contracts shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall expressly state that it is subject to the terms of this and subsequent agreements between the Board and the Association. If any Individual employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

The District shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice, as defined by Chapter 41.59 RCW and subsequent Public Employee Relations Commission rulings.

Individual contracts for employees of the District, if issued prior to the completion of negotiations, shall contain a rider allowing adjustments to bring the contract in compliance with the Agreement.

Section 4 – Conformity to Law

This Agreement shall be governed and construed according to the Constitution and laws of the United States and the State of Washington. If any provision of this Agreement or any application of this Agreement to any employee or group of employees covered hereby shall be found contrary to the law, such provision or application shall have effect only to the extent permitted by law and all other provisions or applications of this Agreement shall continue in full force and effect.

Section 5 – Distribution of Agreement

Within forty five (45) days following the signing of this Agreement, the District shall print and distribute, at District and Association equally shared expense, copies of this Agreement to all employees covered by the Agreement. Additional copies shall be provided to the Association at Association expense. All employees new to the District shall be provided a copy of this Agreement by the District upon issuance of their contract.

ARTICLE III – ASSOCIATION RIGHTS

Section 1 – Status of the Association

Throughout this Agreement certain rights and functions are accorded to the Association which is in addition to the rights and functions provided for in the rules, regulations, policies, resolutions and practices of the District. These rights and functions are afforded to the Association as the legal representative for all employees covered under this Agreement. Rights and privileges afforded the Association shall not be granted to a minority organization seeking to represent employees officially represented by the Association.

Section 2 – Transaction of Association Business

Duly authorized representatives of the Association shall be permitted to hold meetings, have an office, and to transact official Association business on school property at all reasonable times, provided this shall not interfere with or interrupt normal school operations. When requested, time for transacting Association business shall be granted at faculty meetings.

The Association may use District facilities and equipment including typewriters, computers, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use.

The Association shall have the right to utilize the bulletin board or place an Association bulletin board in each faculty lounge in each building in the District.

The Association shall have the right to use the District mail service and employee mail boxes for communication purposes provided the material is identified as Association material.

The Association and its representatives shall have access to all District buildings during regular working hours, or as otherwise scheduled, to confer with Association members. In conferring with members during working hours, the Association shall confer with the employee's supervisor concerning appropriate times.

The Association shall be granted two (2) days a month after school other than Friday exclusively for Association meetings. These and other meetings of the Association shall appear on the District's meeting schedule for the year so as to minimize time conflicts between Association and District activities.

Section 3 – Exchange of Information

The Board, through its designated representative, and the Association agree to provide information needed for developing proposals for bargaining, for policy development, and for preparation of grievance cases. This information shall include, but not be limited to, complete and accurate financial statements or reports on amounts and sources of income, expenditure outlays, enrollments, number of employees, information on the numbers and levels of teachers on the salary schedule, classroom teaching loads, policies and regulations, reports, agendas and minutes of Board and committee meetings as requested.

The District shall provide the Association with its regular employment report and addenda which will include the following: all newly hired certificated employees, all supplemental contract positions, all retirements, resignations, and leave of absence requests.