

AGREEMENT BETWEEN
ENTIAT SCHOOL DISTRICT NO. 127
AND
ENTIAT EDUCATION ASSOCIATION

2007 – 2010
(Year 3: 2009-2010)

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AGREEMENT BETWEEN
ENTIAT SCHOOL DISTRICT NO. 127
AND
ENTIAT EDUCATION ASSOCIATION

This agreement is by and between Entiat School District No. 127, Chelan County, Washington, hereinafter called the "District" and the Entiat Education Association, hereinafter called the "Association".

ARTICLE I - ADMINISTRATION

Section 1: Definition of Terms

As used in this agreement, the following terms will have the following meanings unless the context in which they are used shall clearly indicate another meaning.

- A. "District" shall mean Entiat School District No. 127, Chelan County, Washington.
- B. "Association" shall mean Entiat Education Association.
- C. "Board" shall mean the Board of Directors of Entiat School District No. 127 as the governing body of the District.
- D. "Certificated Employees" or "Employees" shall mean those educational employees for whom the Association is the bargaining agent and who hold certificates as authorized by rules or regulations of the State Board of Education or the Superintendent of Public Instruction and who are employed by the District.
- E. Words denoting gender shall be deemed to include both the masculine and feminine and words denoting numbers shall be singular and plural unless the context in which they are used clearly indicates other usage was intended.

Section 2. Recognition

The District recognizes the Association as the exclusive bargaining agent for all non-supervisory certificated employees who are under an individual personnel service contract. All other certificated employees are excluded.

Section 3. Association Rights

- A. The Association may use District buildings for meetings and to transact Association business, provided such meetings shall not be held during the prescribed workday. Use of the facility must be scheduled with the District office.
- B. The Board of Directors agrees to furnish upon request to the Association all information available to the general public.

Section 4. Contract Compliance

- A. All individual employee personnel service contracts shall conform to state laws and regulations. In the event there are actual inconsistencies between personnel service contracts and this agreement, the terms of this agreement shall be controlling.
- B. This agreement shall be governed and construed according to the laws of the State of Washington, the rules and regulations of the State Board of Education and/or rules and regulations of the Office of State Superintendent of Public Instruction. If any provision(s) of this agreement is contrary to the rules or regulations herein mentioned or is held to be contrary to law by a court of law, said laws, rules or regulations shall be binding on the parties of this agreement. The remaining provisions of this agreement shall be in full force and effect and be binding on the parties hereto and the parties shall commence negotiations on said provisions as soon thereafter as is reasonably possible.

- C. 1. Individual personnel service contracts shall be issued in accordance with state law.
2. The District shall submit a complete individual service contract to all certificated employees within ten (10) working days after the signing of this agreement.
3. Newly hired certificated employees will be exempt from this provision (Section 4, sub-section C2), but shall be given a copy of the agreement as soon as it is available.

Section 5: Release from Contract

An unconditional release from contract shall be granted provided a letter of resignation is submitted to the Superintendent on or before June 20.

Section 6: Distribution of Agreement

Within thirty (30) days following ratification and signing of this agreement, the District shall provide one copy of this agreement for each certificated employee to the President of the Association for distribution to Association members. This agreement shall be available to all applicants for teaching positions.

ARTICLE II - BUSINESS

Section 1: Dues Deductions and Representation Fees

On or about August 25 of each school year, the Association shall give written notice to the Board of Directors the dollar amount of dues and assessments of the Association (including the National Education Association and the Washington Education Association), to be deducted in the coming school year under all payroll deductions. The District will also deduct contributions for a pro-rated share of local expenses to be paid to the local Education Association by non-members. The total deductions shall not be subject to change during the school year.

The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Certificated employees who commence employment after September or terminate employment before June shall have their deductions pro-rated at one-tenth (1/10) of the total amount for each month the employee is employed. The Board agrees to promptly remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided the Association as receipt for said transaction.

The Association agrees to reimburse any certificated employee from whose pay dues and assessments or representation fees were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually received the excessive amount.

- A. Membership Deductions - Within ten (10) days of their commencement of employment, certificated employees may sign and deliver to the Board an Assignment of Wages form, which shall authorize deduction of membership dues and assessments of the Association (including the National Education Association and the Washington Education Association). These forms are available at the District office. Such authorization shall continue in effect from year to year, unless a thirty (30) day revocation is submitted to the Board and the Association, signed by the employee.

Section 2: Other Deductions

Other deductions from the wages of the certificated employee may be made upon receipt of proper written authorization for a sum certified. Such written authorization shall be received by the District business office in time to be processed for the month in which the deduction(s) is to begin for the following:

1. Premiums for approved insurance program(s)
2. Tax sheltered annuity(s)
3. Payment(s) to credit union(s)
4. Contributions to United Way
5. Contributions to District Sunshine Fund
6. Payments to Health Care Authority

ARTICLE III - PERSONNEL

Section 1: Employment, Assignment and Transfer

- A. District Responsibilities - The employment, assignment, direction and management of all employees of the District is the exclusive right and responsibility of the Board of Directors of the District. The District shall have the right to hire, assign and transfer the personnel of the District to meet the requirements of the educational program and needs of the District.
- B. Assignment - All certificated employees shall be notified in writing of anticipated teacher assignment for the forthcoming school year at the time new contracts are issued or at the close of the current school year, whichever shall be earlier. Certificated employees shall be notified of special assignments as soon as they are known. In the event teaching assignments are changed, certificated employees shall be notified of such changes in assignments as soon as they are known.
- C. Teacher Workload – The District and the Association will continue to work in good faith toward assisting classroom teachers with an overload of students that adversely affects the education environment of the classroom. This includes situations in which teachers have a disproportionate number of high needs students for which they are responsible. In an effort to ensure an appropriate educational environment for all students, this assistance may come in the form of, but not be limited to, additional paraeducator assistance or additional classroom materials. Through timely and on-going communication between the District and the Association, mutually agreed upon remedies will be implemented.
1. In order to preserve an educationally appropriate environment, classroom teachers may apply for a review of their current classroom conditions that they deem are adversely affecting the educational process. A special review team, consisting of the principal, a counselor, two teachers (one representative from grades K-6 and one from grades 7-12) and additional support staff as needed, will analyze the classroom conditions stated in the application and provide recommendations to alleviate the adverse conditions when appropriate. This team is urged to provide recommendations in a timely manner, and within no more than seven working days.
 - A. The application for workload relief includes criteria pertinent to the situation. This application is to be submitted to the building principal who will convene a meeting of the workload committee to review the situation. This application is found in the teacher’s handbook.
 - B. The application will be reviewed annually by teachers and the building principal. (see Exhibit D – Teacher Workload Relief Application).
- D. Transfer - Employees who desire a transfer or reassignment shall submit a written request by March 1, which shall be kept on file by the District. Then, whenever a vacancy exists, any employee who is qualified and desires the position will be included as a candidate.
- E. Vacancies - All vacancies and new positions shall be publicized to the staff as far in advance as possible. The District will support appointment of in-district candidates to vacancies, providing they have equal qualifications to other candidates.
- F. New Teacher Mentoring – The District shall pay a designated mentor teacher up to \$915 in the form of a supplemental contract for the purpose of planning, assisting, observing, and mentoring a designated teacher in their first year in the District. The Superintendent will designate the mentor and the new teacher to be mentored. The Principal will be responsible for the evaluation and supervision of the new teacher.

The mentor and the new teacher will submit a report to the Superintendent by the end of each of the first three quarters of the school year identifying completion dates and times of the following:

- 9 hours for the purpose of planning/guidance
- 9 hours of observation in the new teacher’s class during the first semester
- 4 hours of observation in the new teacher’s class during the second semester
- 7.5 hours of post-observation discussion
- 4 hours of lesson planning discussion.

Hours identified for planning and discussion shall be worked outside of the regular contractual day. Scheduling of hours for observation shall be approved by the principal.

- G. ~~Tuition and Credit Reimbursement~~ Tuition reimbursement per FTE shall be 100% of the actual cost when the school district requires a certificated employee to take a class. When the class is not required by the District, tuition reimbursement per FTE shall be based on a rate of \$65 per quarter hour credit or actual cost if less than \$65 up to a maximum of \$325 for five (5) quarter hours credits. Requests for reimbursement shall be accompanied by a grade slip and receipt of proof of payment for classes. Classes must be completed prior to reimbursement. Also, the District shall reimburse certificated staff for the actual cost of clock hours at district approved conferences and workshops. In no instance will the District reimburse certificated staff for credit and/or clock hours exceeding \$325. In case of double levy failure, this section shall expire on July 1 of that year.

SEE ATTACHED MEMO OF UNDERSTANDING FOR 2009-2010

Section 2: Grievance Process

A. Definitions

1. "Grievant" shall mean a certificated employee or group of certificated employees or the Association filing a grievance.
2. "Grievance" shall mean a claim, by a grievant, of a misinterpretation or misapplication of the terms of this agreement.
3. "Employer" shall mean the Board or its appointed designee.

B. Grievance Principles and Rights

1. Every employee and the Association covered by this agreement shall have the right to present grievances. Procedures leading to non-renewal of a provisional certificated employee and non-renewal of a provisional certificated employee will not be grievable.
2. All grievances shall be submitted on forms available from the District or on a similar form and shall contain not less than the following information:
 - a. The party to whom the grievance is addressed.
 - b. The grievant's name, address and home telephone number.
 - c. The grievant's position with the District.
 - d. A description of the procedures which have previously been taken by the grievant.
 - e. A specific identification of the grievance, including identification of the portion of the contract involved in the grievance and a clear statement of the facts which give rise to the grievance.
 - f. The relief which the grievant is seeking.
 - g. The grievance must be signed by the grievant.
3. Any grievant who shall not timely file or pursue a grievance in accordance with these procedures or within the time specified, waives the right to pursue such a grievance and will be barred from pursuing or further appeal of such grievance with the added provision that the time limits may be extended by mutual agreement.
4. If, after timely filing a grievance, appropriate action is not taken by the administrator required to take action, the grievant may proceed to and appeal the grievance to the next appropriate level.
5. No individual who participates in a grievance procedure as a grievant or otherwise shall be subject to discipline or reprisal because of any such participation.
6. Nothing in this grievance procedure or agreement shall be construed to prevent any individual from discussing a problem with the supervisor, building administrator or the chief administrative officers of the District.

7. No grievance shall be adjusted in such a manner that it would constitute a violation of the terms of this agreement or be inconsistent with the terms of this agreement.
8. Implementation of the grievance process should not take precedence over the school program, yet if by mutual consent teacher and administrators schedule meetings, as is normal practice, within the school day, there will be no loss of pay.
9. Nothing in this agreement is meant to imply that an individual cannot discuss questions, concerns or complaints with their immediate supervisor.
10. Notwithstanding the expiration of this agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

C. Association Representation

All certificated employees shall have the right of Association representation at each step of the grievance procedure and the grievant shall be required to be present at every step.

A provisional certificated employee shall not have the right to grieve procedures leading to non-renewal and non-renewal under any terms of this agreement. All areas of employment will be governed and controlled by the laws, rules, and regulations as established in W.A.C and R.C.W. Any individual certificated employee or group of certificated employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the interventions of the Association as long as the adjustment is not inconsistent with the terms of this agreement and the Association has been given opportunity to be present and make statements at such adjustment. Copies of employer's decisions, given in any step of the grievance procedure in any grievance whatsoever, shall be speedily delivered to the Association. No grievance may be submitted to arbitration without the consent of, and representation by, the Association.

A grievant shall not be represented by any person who might be required to take action or against whom action might be taken in order to adjust the grievance or by a representative of any other employee organization.

D. Procedures

1. An attempt may be made to resolve any grievance by an informal, verbal discussion between the grievant and the immediate supervisor. Additionally, an attempt may be made by any of the parties involved at any step of the grievance process prior to arbitration to resolve the grievance by an informal verbal discussion.
2. If it cannot be resolved informally, within fifteen (15) working days following knowledge of the act or condition which is the basis of the complaint, the grievant may file a grievance with the school principal or the immediate supervisor. The school principal or the immediate supervisor shall have five (5) working days to give a written decision after receipt of the grievance.
3. If the grievant is not satisfied with said decision, he may appeal to the superintendent within five (5) working days. The superintendent or the designee has five (5) working days to give a written decision after receipt of the appeal.
4. If no satisfactory resolution of the grievance is reached at the third step, the grievant may, within five (5) working days after the decision in the third step is rendered, request in writing that the grievance be submitted for hearing before the Board of Education of the School District. Within twenty (20) working days after receiving such a request, the Board of Education, or a hearing examiner appointed by the Board, shall hold a hearing and render a decision.

5. If the grievance has not been adjusted to the satisfaction of the grievant at step four, the grievant may, within five (5) working days, request in writing to the Association that the grievance be submitted to arbitration. The Association may, within five (5) working days after receipt, submit the grievance to arbitration, by so notifying the Board in writing.
6. Within ten (10) working days after such written notice of submission to arbitration, the superintendent or designee and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment within the ten (10) working day period. If this is not accomplished, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the Rules and Procedures of the American Arbitration Association, provided, however, that if any provisions of this agreement are in conflict with said rules then this agreement shall control.

During the arbitration under this step, neither the District nor the Association will be permitted to assert any grounds not previously disclosed to the other party.

- E. Powers of the Arbitrator – It shall be the function of the arbitrator and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
 2. The arbitrator shall limit the decisions to the grievance as it pertains to interpretation of this contract.

The arbitrator selected will confer with the representatives of the District and the Association and hold hearings promptly and will issue the decision not later than twenty (20) working days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon both parties.

The costs for the services of the arbitrator shall include per diem expenses, if any, travel and subsistence expense, and the cost of any hearing room to be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

Section 3: Contracts

- A. Individual Employee Contracts – Individual contracts or employment agreements shall conform to state laws and regulations and shall be consistent with the terms of this agreement. If any such individual contracts or employment agreements are in conflict with the terms and conditions of this agreement, the terms and conditions of this agreement shall be controlling during the term of this agreement.
- B. Amount of Contract
1. Salary amounts recorded in individual contracts and paid to teachers shall be equal to that amount shown on the attached salary schedule (Exhibit A) according to the proper placement of employees on that schedule.
 2. It is agreed that in the event the legislature shall make a specific appropriation for mandated salary increases to be made during the period of this contract, the salary which is otherwise provided for in this contract 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.

C. Length of Contract

- ~~1. The length of the certificated employee base contract shall be one hundred eighty two (182) working days.~~
- ~~2. Based upon a work calendar of 180 days as established in the 2002-03 school year, and as required by OSPI for qualifying for the state salary schedule, teachers agree to work two additional days, bringing their total workdays for the school year to 182 days. These two workdays, which must be utilized for school improvement issues, will be placed on the calendar after mutual agreement between certificated staff and the District has been achieved. Where these days are placed on the calendar may change from year to year.~~

SEE ATTACHED MEMO OF UNDERSTANDING FOR 2009-2010

3. In addition to the certificated employee base contract, certificated employees may work three (3) additional District approved inservice days which shall be by supplemental contract at the per diem rate as set forth in Article III, Section 5-A. Pay will be based on a seven (7) hour day.
4. In addition to the certificated employee base contract, certificated employees may work fourteen (14) additional District approved hours on planning, coordination, and school improvement issues. These hours will be paid by supplemental contract at the per diem rate as set forth in Article III, Section 5-A. Pay will be based on a seven (7) hour day.
5. In addition to the certificated employee base contract, employees may work one (1) *optional* additional paid day, based on the agreement to participate in the DSHS Administrative Match program. This additional day, paid by supplemental contract, shall be worked on site, and the date shall be mutually agreed upon by the Association and the District administration. All participating employees shall work the same day, not to exceed seven hours. Funding for this optional day is generated by the Administrative Match program. This optional day is specifically dependent upon the District's contractual agreement with DSHS. Rate of pay will be based on the per diem rate as set forth in Article III, Section 5-A.
6. Extended service contracts shall be for a period of time as negotiated between the District and the individual certificated employee. For such contracts, salaries shall be calculated using the per diem rate as set forth in Article III, Section 5-A. The resultant daily rate shall be multiplied by the total number of additional days under the extended service contract. This provision shall not preclude the District from entering into contracts for special projects which are not deemed regular extended service contracts; provided they are voluntary and are paid on a per diem basis as set out above.

D. Contract Day

1. All certificated employees may be assigned appropriate starting and dismissal times, providing their total regular workday shall be no longer than eight (8) hours including a continuous thirty (30) minute duty-free lunch period. Assignments other than a regular workday will be mutually agreed upon by the employee and the District.
2. With the building administrator's approval, a teacher may be dismissed early.
3. In regard to early dismissal days, except for the scheduled conference days, the work for certificated employees shall commence thirty (30) minutes before the scheduled student starting time and end thirty (30) minutes after the scheduled student dismissal time on that day.

4. The regular workday for certificated employees shall commence thirty (30) minutes before the scheduled student starting time and end thirty (30) minutes after the scheduled student dismissal time. This schedule may be altered by mutual agreement of the District and the employee or employees involved provided that the workweek is in compliance with state law. Any variation must be for a specific time period and will revert to the regular workday unless the variation is continued or modified by mutual agreement.

E. Supplemental Contracts

1. Supplemental contracts with employees who are represented by the Association shall be in accordance with the statutory provisions, shall identify the parties, the purpose of the contract or the assignment, and the rate of compensation. Supplemental contracts shall be consistent with the terms and conditions of this agreement. If any supplemental contract is inconsistent with or in conflict with the terms and conditions of this agreement, the terms and conditions of this agreement shall be controlling during the term of this agreement.
2. A supplemental contract shall not exceed one year.
3. When asked by administration to cover another staff member's class during their preparation period, certificated employees will be compensated based upon a workday amount of \$215 divided by one period (1/7).

Section 4: Placement on the Salary Schedule

- A. Salary, General - All certificated employees on a standard personnel service contract shall be paid in accordance with their placement on the salary schedule annexed hereto as Exhibit A, the terms of this agreement, and the terms of their personnel service contract.
- B. Required Certificates - All certificated classroom teachers employed by the District shall have, at the commencement of the school year, valid Washington State credentials for the position for which hired and a valid health certificate as required by law. All certificates and credentials shall be presented prior to, but not later than, the commencement of the school year.
- C. Initial Placement
1. To qualify for initial placement on the salary schedule (Exhibit A), all certificated classroom teachers must file official transcripts of college credits in the office of the District Superintendent. Credits shall be reported by means of an official transcript from the college attended by September 10 to receive the salary adjustment in September. Official college transcripts must be filed no later than October 10th of the current year for advancement on the salary schedule. The employee's adjusted salary will be retroactive to September 1.
 2. Placement in the appropriate column for educational attainment shall be determined by the number of credits acquired after attainment of a Bachelor of Arts degree expressed in quarter hour credits. Please see WAC 392.121.261 and WAC 392.121.262 attached for more detail.
 3. Placement in the appropriate row for teaching experience will be based upon full credit for all previous teaching experience within the State of Washington. If appropriate, out of state experience may be counted. Please see WAC 392.121.245 as attached for more detail.
- D. Professional Advancement
1. Each certificated teacher shall advance to the next higher column for educational attainment on the state salary schedule when sufficient quarter-hours of post graduation education have been attained.
 2. Credits earned for advancement on the salary schedule shall comply with requirements listed in WAC 392.121.261 and 392.121.262. Only a grade of C or better, or pass in pass/fail courses is acceptable.

- E. Clock Hour/Inservice Credits - The District shall accept all clock hours and inservice credits that are earned in accordance with the requirements of the State Board of Education, applicable R.C.W.'s, W.A.C.'s, the terms of Section 4 of this agreement, and then the credits will qualify for advancement on the state salary schedule only if said credits are eligible to be used for placement on the state allocation schedule for apportionment and are funded by the state.
- F. Date of Professional Credit - By May 10 the District shall obtain from each certificated employee the employee's anticipated placement on the salary schedule for the following contract year. Employees shall not be placed beyond this anticipated salary schedule placement for the following contract year.
- G. Experience Advancement - Each certificated employee shall be entitled to advance one step for each year of teaching experience while under contract with the District only to the maximum permissible by the salary schedule.

Section 5: Supplemental Contract Salary Schedule

- A. All employees who are represented by the Association as their bargaining agent, entering into supplemental contracts or District approved assignments, shall be paid at the per diem rate of ~~1/182~~ of the employee's base contract amount. **SEE ATTACHED MEMO OF UNDERSTANDING FOR 2009-2010**

Section 6: Certificated Employee Evaluation

- A. General - Evaluation should be an ongoing process to help improve the professional performance of the individual, stimulate self-evaluation and result in increased learning opportunities for the students.

Certificated employees, for whom the Association is the bargaining representative, shall be evaluated during each school year in accordance with state law, rules, and regulations and local procedures and criteria as established and hereinafter set forth.

If there is a letter of reprimand placed in a certificated employee's file, the next evaluation on said employee shall contain a statement addressing the letter of reprimand. Should the problem addressed in the letter of reprimand be rectified, a statement to that effect will also be attached to the letter of reprimand.

Any employee, except the provisional employee, whose work is determined to be unsatisfactory based upon observation and evaluation shall be placed on probation and procedures as stipulated by law shall be adhered to, for the purpose of allowing the employee to demonstrate improvement in his/her area of deficiency.

- B. Responsibility for Evaluation - Within each school the Principal shall be responsible for the evaluation of employees assigned to that school. Evaluation shall be made by the Principal or the designee. An employee assigned to more than one school shall be evaluated in each such school. Any Principal or person charged with the responsibility of evaluation of employees may involve other staff and students in the process if acceptable to the certificated teacher being evaluated.
- C. Evaluation Criteria - The seven criteria as enumerated in state law, rules, and regulation will be used for all evaluation of certificated teachers as well as criteria developed by the evaluator and person being evaluated.
- D. Types of Evaluation – Short-form and Long-form Evaluations
 - 1. Short Form Evaluation: A certificated employee with four (4) consecutive years of satisfactory evaluation in each criteria area may request short form status for any full year. Once on short form status, the employee may continue with the short form process for three (3) consecutive years is approved by district administration. Each employee will receive a long form evaluation at least once every four (4) years. The short form of evaluation shall be based upon a minimum of two (2) observations totaling not less than 60 minutes.

The short form of evaluation may not be used as a basis for determining that a certificated employee's work is unsatisfactory. An employee may be removed from short form status with written notification from District administration explaining the reason for the change in status. This notification must be made by February 1st.

2. Long Form Evaluation: The long form evaluation requires two observations of no less than thirty (30) minutes each. At least one (1) observation will be preceded with a pre-observation conference and followed with a post-observation conference. Both pre-arranged and unannounced observations will be followed with a conference with the employee and supervisor within three school days.
3. Employee Self-Assessment: All certificated employees will provide to their supervisor a written self-assessment of their performance and progress toward their professional goals. The employee's self-assessment will be reviewed with the supervising principal before the school year has ended, and this information may be used in the year-end evaluation of the certificated employee.

Section 7: Cause

- A. No certificated employee shall be warned or reprimanded without cause. With the exception of provisional employees, no certificated employee shall be suspended, discharged, non-renewed or terminated without cause. The specific grounds forming the basis for disciplinary action will be made available in writing to the certificated employee and to the Association at the employee's request.
- B. A certificated employee shall be entitled to have a representative of the Association present during any disciplinary action.
- C. Any written complaint made to an administrator concerning a certificated employee will be called to the attention of the employee within five (5) working days. Any written complaint not called to the attention of the employee may not be used as a basis for disciplinary action.
- D. Certificated employees shall be suspended, discharged, non-renewed, or terminated in accordance with applicable state statutes.

Section 8: Personnel Files

Certificated employees and former certificated employees shall have the right to inspect all contents of their personnel files kept within the District. A representative of the Association shall, if requested by the certificated employee, accompany the certificated employee in any review of his or her personnel file. Each certificated employee's personnel file shall contain the following minimum items of information: required medical information, all certificated employee's evaluation reports, copies of annual contracts, teaching certificate and a transcript of academic record.

No evaluation, correspondence or other materials shall be placed on file without the employee being advised and given an opportunity to attach his or her own comments. No statements or material tending to discredit the employee's professional competence from non-professional sources shall be included in any file, except as a portion of an administrative report. There shall be no separate personnel files kept in the District.

Section 9: Teacher Accountability

Records of student achievement, based upon grade level performance in reading and mathematics, will be maintained by the district. While these records are not to be included in the certificated employees' personnel files, they will be assessed annually to monitor program and instructional effectiveness based upon objective data.

Section 10: Layoff and Recall

Prior to May 15th of each year, the Board shall, after providing opportunity for input from the staff, parents, community members, and the Association, determine whether the financial resources of the District shall be adequate to permit the District to maintain its educational programs and services substantially at the same level for the next school year.

When the Board determines that a program reduction is necessary that requires reduction or elimination of certificated staff positions, and has identified those programs to be offered, the following criteria shall be used to determine the surviving employees. The criteria will be considered in the following order of priority:

1. Attrition: In an effort to eliminate unnecessary non-renewals or involuntary terminations, every reasonable effort will be made to determine if any open positions exist as a result of voluntary and mandatory retirements, normal resignations, transfers, involuntary transfers, and leaves of absence.
2. Education and training for specific assignments, and required certifications.
3. Seniority within Washington, as determined by years of experience in a public school district in the State of Washington.
4. Seniority within the Entiat School District, as determined by years of experience in a certificated position.
5. Program needs.
6. Certification.

Each employee who is not retained for employment shall be placed in a pool for consideration for reemployment for the succeeding school year. Such consideration shall be for any position for which such an employee is qualified by training and experience. If the employee declines an offer of employment, he/she shall be dropped from the pool.

Section 11: Non-Discrimination

State and federal laws will be adhered to.

ARTICLE IV - PERSONNEL LEAVES

Section 1: Illness, Injury and Emergency Leave

- A. A total of twelve (12) working days per year, with full pay, shall be allowed each full-time certificated employee as illness, injury, and emergency leave. For employees commencing employment at the beginning of the contract year, such leave shall be granted in the following manner: 4 days in September and the remaining 8 days in January.
- B. Certificated employees terminating employment prior to the end of the contract year and/or employees commencing employment after the beginning of the contract year, shall accrue illness, injury and emergency leave at the rate of one day per contract month, provided the date of employment is on or before the 15th day of a calendar month. Such leave shall not exceed twelve (12) days per contract year.
- C. Certificated employees under contract with the District as less than full-time employees shall be granted leave in the same proportion as their part-time contract bears to a full-time contract (see Article III, Section 3-C.1). Certificated employees contracting with the District after the beginning of the fiscal year shall be granted leave on a pro-rata basis as their contract bears to a full-time contract.
- D. Leave benefits will be available to certificated employees for reasons of personal injury or illness. The District may request a physician's certificate or other suitable proof acceptable to the District.
- E. A certificated employee who knows in advance that he or she will be absent for medical purposes should notify the immediate building supervisor and/or Superintendent as soon as possible to insure proper planning for substitute teachers.
- F. Pertaining to the individual employee, at the exhaustion of illness, injury, and emergency leave, an employee unable to perform his or her duties because of illness, injury, or emergency, may, upon written request, be granted a leave of absence without pay by the Board for no longer than to the end of the current contract year.
- G. All requests for emergency leave must be approved by the Superintendent.
- H. A certificated employee who does not complete a contract year but has used sick leave in excess of one day per month entitlement shall have said excess withheld from the final paycheck. In the event the final paycheck has been issued, the individual shall reimburse the District in full within 30 days of receipt of written notification from the District.

Section 2: Personal Leave

- A. Personal leave with pay of two (2) days each contract year shall be granted by the District to each certificated employee. Personal leave is authorized to enable certificated employees to take care of personal/business situations which require absence during school hours and cannot be arranged for or scheduled on non-business days or non-school hours, and is not classified as emergency leave under Section 1 of Article IV. Unused personal leave days may be carried over to the next school year. The total number of personal leave days available in any given year will not exceed four (4). The District pays for the cost of substitutes.
- B. Notice to the Superintendent for personal leave shall be made at least two (2) business days before taking such leave, except during May and June (see "C" below). The requests for personal leave shall be for either a half or full day(s), based on 50% or 100% of an employee's regular workday hours. Personal leave days may not be available for the day before or the day after any vacation period created by a recognized holiday or teacher workshop day. At no time will more than two (2) consecutive personal leave days be approved. Unless approved by the Superintendent, personal leave days may not be used during the first and last week of each semester.
- C. In the months of May and June, no more than one (1) certificated employee's request for personal leave on Mondays and Fridays will be approved. During May and June, personal leave requests may not be approved without five (5) business days notice. Personal leave requests during this period will be approved contingent upon the availability of substitutes.

Section 3: Family and Medical Leave

- A. Purpose – Employees of Entiat School District are eligible to take up to twelve weeks a year for family and/or medical leave.
- B. Eligibility – Employees who have worked for the District for a period of twelve months and have accrued 1,250 hours of service during that twelve month period are eligible for this leave.
- C. Leave Categories – There are four categories for leave granted under this administrative procedure:
1. Birth of a child
 2. Placement of a child with the employee by adoption or for foster care.
 3. Care for spouse, son/daughter, or parent during a serious health condition.
 4. A serious health condition which results in employees not being able to perform the responsibilities of their position.
- D. Conditions –
1. Employees are eligible to receive a total of twelve weeks of leave. However, personal leave, vacation, and sick leave must be first deducted, and the balance of the leave will be without pay.
 2. The District reserves the right to require the employee to take leave in a block when being used for birth, adoption, or placement of a foster child. The entitlement to this leave ends twelve months following birth, adoption, or placement.
 3. Medical leave may be taken intermittently based upon the health care provider’s recommendation and/or the ability of the employee to perform the duties of the job.
 4. The District may request the employee on intermittent leave to assume an alternate position if the employee is qualified, the position has equal pay and benefits, and the alternate position better accommodates the leave.
 5. Employees who have been granted leave under this policy are guaranteed a return to their former position or a position with equivalent benefits, pay, and terms of employment. Reinstatement may be denied in the event of a reduction in force. The employee on leave will be subject to the terms of the contractual agreement between the Association and the District.
 6. Vacation, sick, and personal leave will not be accrued during the duration of the leave.
- E. Employee Responsibilities –
1. In the event of the birth, adoption, or foster placement, thirty (30) days prior notice will be required when practical.
 2. For medical care, the employee will also be asked to give thirty (30) days prior notification unless medical conditions preclude this from happening. Further, when employees are on a reduced schedule, they may be asked to make all reasonable efforts to arrange treatment so as to not disrupt the normal operation of the District.

F. Exclusions/Limitations –

1. If the employee is principally employed in an instructional capacity and the intermittent or reduced leave would extend or is within three to five weeks before the end of the academic term, the District may require that employee to take leave of a particular duration or transfer to an equal position that better accommodates the leave.
2. In the event that the District employs spouses, the total leave between both cannot exceed twelve weeks in any twelve-month period.
3. The District reserves the right to delay extended leave rights to key employees. Key employees are those with salaries in the top ten percent of those employed at the Entiat School District. In the event that the District chooses to exercise this option, the employee will be notified within seven (7) days of this decision having been rendered.

G. Certification of a Serious Health Condition – When an employee seeks medical leave to care for a family member or address his/her own health needs, the following certification may be required:

1. The date on which the condition commenced.
2. Probably duration of the condition.
3. Medical facts from a health care provider.
4. When the leave is to care for a family member, an estimate as to the amount of time needed.
5. In the event the employee is not able to return to perform and fulfill his/her responsibilities, medical verification will be required. The District reserves the right to seek a second or third opinion, at its own expense.

H. Health Care Benefits – The District will maintain employee health care benefits at its expense during the duration of the leave. However, in the event that the employee does not return from leave for a reason other than continuation or reoccurrence of a serious health condition, the onset of a new serious health care condition, or circumstances beyond the control of the employee, the District may exercise its right to recover premium costs.

Section 4: Jury Duty and Subpoena Leave

- A. Leave of absence with pay shall be granted for jury duty. Any compensation for jury duty performed on contracted days shall be deducted from the certificated employee's salary. The certificated employee shall timely notify the District when notification to serve on jury duty has been received.
- B. Leave of absence, with pay, shall be granted, when a certificated employee is subpoenaed to appear in a court of law. The certificated employee so subpoenaed shall determine and notify the District of the number of days required for court appearances.

Section 5: Leave of Absence

- A. Leave of absence without pay for a period not to exceed one (1) year may be granted by the Board to a certificated employee for the purpose of obtaining advanced schooling in subjects related to the profession or for such other reasons as the Board may determine to be in the best interest of the District and providing a suitable substitute can be found. The employee shall be entitled to re-employment upon returning from such leave. Leave of absence under this provision may be granted only upon the recommendation of the employee's Principal and the Superintendent.

Section 6: Professional Leave

- A. The Superintendent may allow teachers to attend conferences, seminars, and make visitations, if in the determination, such conferences, seminars, and visitations will further a teacher's competence in the current classroom assignment. Such leave shall be with pay, pay for substitute coverage, travel from Entiat school, meals, lodging, and registration expenses. Requests for such leave must be made in writing five (5) days before said conference, seminar, or visitation. Said approved conference, seminar, or visitation must be held within the State of Washington.

Section 7: Bereavement Leave

- A. The District shall allow each full-time staff member a maximum of five (5) days leave upon the death of the employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, son- or daughter-in-law, brother- or sister-in-law, grandmother, grandfather, or grandchild. The deaths of more than one family member resulting from a common occurrence shall be treated as a single death with respect to the length of leave granted. Bereavement leave is non-cumulative, must be approved by the Superintendent, and is not deducted from sick leave.

Section 8: Sick Leave Cash-Out

- A. Upon the death of an employee while under contract, the employee's 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 day's per diem pay for each four full days accrued for illness, injury and emergency leave.
- B. At the option of the teacher, the district will buy back at the rate of one (1) day's pay for every four (4) days accumulated sick leave in excess of 168 days. The calculation will be made at the end of the school year and payment will be made in the June payroll check.
- C. At the time of separation from district employment due to retirement of an eligible employee, the employee shall receive remuneration at the rate equal to one (1) day's current monetary compensation of the eligible employee for each four (4) full days of accrued sick leave up to a maximum of one hundred eighty (180) days. The payment will coincide with the last payment for employment to the eligible employee.

ARTICLE V – INSURANCE BENEFITS

Section 1: Group Medical/Dental Insurance

- A. Effective each September 1 for October coverage each year, a contribution of up to the maximum insurance benefit allocation per full-time equivalent employee as approved by the legislature shall be made per month toward the cost of District approved medical insurance and dental plan for full-time equivalent employees. Beginning October 1 of each year, the District will pay the cost of Dental Insurance first, then the cost of Medical Insurance, up to a combined total of the benefit allocation per full-time equivalent employee per month.
- B. The District shall pay fifty percent (50%) of the monthly cost per full-time equivalent employee billed by the State for retirees' health benefits (Health Care Retiree Contribution). Each certificated employee will pay the remaining fifty percent (50%) of this cost.

ARTICLE VI - TERM OF AGREEMENT

Section 1: Term

This agreement shall be effective as of September 1, 2007, and shall continue in effect until September 1, 2010. Two re-openers from the Association and three re-openers from the District may be offered for bargaining for each year. (See asterisk * below)

This agreement shall be binding upon the District, the Association and all certificated employees who are represented by the Association as their duly authorized bargaining representative.

Section 2: Renewal

This agreement shall automatically be renewed from year to year and shall be binding for an additional period of one (1) year unless either the District or the Association gives written notice to the other, not later than 120 days prior to the expiration date of this agreement, or anniversary thereof, of its desire to modify the agreement for a successive term or to terminate this agreement. Negotiations on any modification to this agreement shall commence not later than ninety (90) days prior to the expiration date of this agreement.

RATIFICATION

EXECUTED This 16th DAY OF August, 2007, by the undersigned officers by the authority of and on behalf of the Board of Education, Entiat School District No. 127, and the Entiat Education Association.

By [Heather Long]
Board President

By [TJ Wolsborn]
EEA President

** 2008-09 is the second year of a three year negotiated agreement. Note that the only change made to the agreement for 2008-2009 is the update of Exhibit A – Statewide Salary Allocation Schedule for Certificated Instructional Staff on page 17.*

** 2009-10 is the third year of a three year negotiated agreement. Note that the changes made to the agreement for 2009-2010 are listed at the end of the document and are documented with a Memorandum of Understanding.*

EXHIBIT A

2009-2010 Statewide Salary Allocation Schedule for Certificated Instructional Staff									
Years of Service	Education								
	BA +0	BA +15	BA +30	BA +45	BA +90	BA +135	MA	MA +45	MA +90 or Ph.D.
0	\$34,237	35,162	36,120	37,080	40,161	42,145	41,047	44,128	46,115
1	34,698	35,635	36,606	37,608	40,721	42,695	41,503	44,617	46,589
2	35,137	36,083	37,064	38,144	41,248	43,242	41,963	45,067	47,061
3	35,589	36,545	37,536	38,650	41,749	43,791	42,398	45,494	47,538
4	36,033	37,031	38,028	39,180	42,297	44,354	42,855	45,971	48,030
5	36,492	37,494	38,501	39,718	42,823	44,921	43,319	46,425	48,523
6	36,963	37,943	38,984	40,262	43,352	45,462	43,794	46,885	48,993
7	37,790	38,786	39,841	41,187	44,324	46,491	44,685	47,820	49,989
8	39,002	40,052	41,132	42,590	45,768	48,016	46,086	49,266	51,512
9		41,363	42,497	44,008	47,260	49,584	47,503	50,757	53,081
10			43,877	45,498	48,794	51,195	48,995	52,291	54,692
11				47,032	50,399	52,849	50,528	53,897	56,345
12				48,517	52,048	54,571	52,122	55,545	58,068
13					53,737	56,335	53,773	57,234	59,831
14					55,434	58,165	55,471	59,042	61,663
15					56,877	59,679	56,913	60,577	63,266
16					58,014	60,871	58,051	61,788	64,531
or more									

Based on 180-day base year + 1 state-funded Learning Improvement Day

**TEACHER WORK LOAD RELIEF APPLICATION
1998-99**

NAME: _____ **DATE OF APPLICATION:** _____

TEACHING ASSIGNMENT: _____
(Use class periods if applicable)

Please answer the questions below as they pertain to this application. You are encouraged to be as thorough and accurate as possible. This information will be carefully reviewed by the work load committee.

1. How many students do you currently have in your class? _____

If the number of students in your class is the **only** purpose of your application, your class size must exceed the following:

K-1	25
2-4	27
5-6	30
7-12	30

2. How many students in your class fit the following criteria?

An individual student may fit more than one criteria.

Receiving Special Services: _____

Limited English Speaking: _____

Non-English Speaking: _____

Consistent Mild Behavior Problem: _____

Severe Behavior Problem: _____

Mild Learning Disabilities: _____

Severe Learning Disabilities: _____

Have Shown or Are Prone to Violence: _____

3. Provide a detailed description of your current classroom conditions. Refer to any of the above answers you have provided that pertain to your relief application. Include any other factors or evidence relevant to your application.

<For Committee Use Only>

Application Received: _____

Application Reviewed: _____

Principal's Initials: _____

Recommendation(s):

**W.A.C.'s REFERENCED IN
ARTICLE III/PERSONNEL
SECTION 4/PLACEMENT ON SALARY SCHEDULE**

**C. INITIAL PLACEMENT
D. PROFESSIONAL ADVANCEMENT**

WAC 392-121-264 Definition – Certificated years of experience. Regardless of the experience factors used by a school district for the purposes of its salary schedule(s), as used in this chapter, the term “certificated years of experience” means the number of years of accumulated full-time and part-time professional education employment prior to the current reporting school year in the state of Washington, out-of-state, and a foreign country. School districts shall report all certificated years of experience including those beyond the experience limit of the school district’s salary schedule.

- 1) Professional education employment shall be limited to the following:
 - a) Employment in public or private preschools or elementary and secondary schools in positions which require certification where:
 - i) Schools include the Centrum education program, the Pacific Science Center education program, and education centers authorized under chapter 28A.205 RCW;
 - ii) Certification means the concurrent public professional education licensing requirements established in the state, province, country, or other governmental unit in which employment occurred, and which, for the state of Washington, refers to the certificates authorized by WAC 181-79A-140 and temporary permits authorized by WAC 181-79A-128;
 - b) Employment in public or private vocational-technical schools, technical college, community/junior colleges, colleges, and universities in positions comparable to those which require certification in Washington school districts;
 - c) Employment in a governmental educational agency with regional administrative responsibilities for preschool, elementary, and/or secondary education including but not limited to an educational service district, office of the superintendent of public instruction, or United States department of education in any professional position including but not limited to C.P.A., architect, business manager, or physician;
 - d) Experience in the following areas:
 - i) Military, Peace Corps, or Vista service which interrupted professional education employment included in (a), (b) or (c) of this subsection; and
 - ii) Sabbatical leave.
 - e) For non-degreed vocational/career and technical education instructors, up to a maximum of six years of management experience as defined in WAC 180-77-003 acquired after the instructor meets the minimum vocational/career and technical education certification requirements of three years (six thousand hours) established in WAC 180-77-041 (1)(a)(i), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held. If a degree is obtained while employed in the state of Washington as a non-degreed vocational/CTE instructor, the eligible years of management experience pursuant to this subsection reported on Report S-275 prior to the awarding of the degree shall continue to be reported but shall not increase.
 - f) Beginning in the 2007-08 school year, for occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers regulated under Title 18 RCW, years of experience may include employment as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, that does not otherwise meet the requirements of subsection (1)(a) through (e) of this section, subject to the following conditions and limitations:
 - i) Experience included under this subsection shall be limited to a maximum of two years.
 - ii) The calculation of years of experience shall be that one year of experience in a school or other non-school position counts as one year of experience for the purposes of this subsection, per subsection (2)(a) of this section.
 - iii) Employment as occupational therapists shall be limited to the following:
 - (A) In positions requiring licensure as an occupational therapist under title 18 RCW, or comparable out-of-state employment; and
 - (B) While holding a valid occupational therapist license, or other comparable occupational therapist credential.
 - iv) Employment as physical therapists shall be limited to the following:
 - (A) In positions requiring licensure as a physical therapist under Title 18 RCW, or comparable out-of-state employment; and
 - (B) While holding a valid physical therapist license, or other comparable physical therapist credential.
 - v) Employment as nurses shall be limited to the following:
 - (A) In positions requiring licensure as a registered nurse under Title 18 RCW, or comparable out-of-state employment; and
 - (B) While holding a valid registered nurse license, or other comparable registered nurse credential.

- vi) Employment as speech-language pathologists or audiologists shall be limited to the following:
 - (A) In positions requiring the same or similar duties and responsibilities as are performed by speech-language pathologists or audiologists regulated under Title 18 RCW; and
 - (B) After completion of the minimum requirements for conditional certification as a school speech-language pathologist or audiologist established in WAC 181-79A-231(1)(c)(iv).
 - vii) Employment as counselors shall be limited to the following:
 - (A) In positions requiring the same or similar duties and responsibilities as are performed by counselors regulated under Title 18 RCW; and
 - (B) After completion of the minimum requirements for emergency certification as a school counselor established in WAC 181-79A-231(3).
 - viii) Employment as psychologists shall be limited to the following:
 - (A) In positions requiring the same or similar duties and responsibilities as are performed by psychologists regulated under Title 18 RCW; and
 - (B) After completion of the minimum requirements for emergency certification as a school psychologist established in WAC 181-79A-231(3).
 - ix) Employment as social workers shall be limited to the following:
 - (A) In positions requiring the same or similar duties and responsibilities as are performed by social workers regulated under Title 18 RCW; and
 - (B) After completion of the minimum requirements for emergency certification as a school social worker established in WAC 181-79A-231(3).
 - x) Certificated years of experience as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, determined pursuant to this subsection and reported on Report S-275, by teachers and other certificated staff who are no longer employed as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, shall continue to be reported but shall not increase.
- 2) Years of full-time and part-time professional education employment prior to the current reporting school year are accumulated as follows:
- a) For each professional education employment which is not employment as a casual substitute pursuant to subsection (1)(a) of this section:
 - i) Determine the total number of hours, or other unit of measure, per year for an employee working full-time with each employer;
 - ii) Determine the number of hours, or other unit of measure, per year with each employer including paid leave and excluding unpaid leave;
 - iii) Calculate the quotient of the hours, or other unit of measure, determined in (a)(i) divided by the hours, or other unit of measure, in (a)(ii) of this subsection to rounded to two decimals for each year.
 - b) For professional education employment as a casual substitute pursuant to subsection (1)(a) of this section:
 - i) Determine the total number of full-time equivalent substitute days per year;
 - ii) Calculate the quotient of full-time equivalent days determined in (b)(i) of this subsection divided by 180 rounded to two decimal places for each year.
 - c) No more than 1.0 year may be accumulated in any traditional nine-month academic year or any twelve-month period.
 - i) Accumulate, for each year, professional education employment calculated in (a)(iii) and (b)(ii) of this subsection.
 - ii) Determine the smaller of the result in (c)(i) of this subsection or 1.00 for each year.
 - d) Determine certificated years of experience as the accumulation of all years of professional education employment calculated in (c)(ii) of this subsection and report such years rounded to one decimal place.

EXHIBIT E, Continued

WAC 392-121-261 Definition – Total eligible credits. As used in this chapter, “total eligible credits” means the total number of credits determined as follows:

- 1) For an employee whose highest degree is a bachelor’s degree, sum:
 - a) Academic and in-service credits; and
 - b) Non-degree credits, determined pursuant to WAC 392-121-259 and reported on Report S-275 prior to the awarding of the bachelor’s degree for vocational instructors who obtain a bachelor’s degree while employed in the state of Washington as a non-degreed vocational/CTE instructor.
- 2) For an employee whose highest degree is a master’s degree, sum:
 - a) Academic and in-service credits in excess of forty-five earned after the awarding or conferring of the bachelor’s degree and prior to the awarding or conferring of the master’s degree; and
 - b) Academic and in-service credits earned after the awarding or conferring of the master’s degree.
- 3) For a non-degreed employee sum only non-degree credits.

WAC 392-121-262 Definition – Additional criteria for all credits. Credits earned after September 1, 1995, must satisfy the following criteria in addition to those found in WAC 392-121-255, 392-121-257, and 392-121-259:

- 1) At the time credits are recognized by the school district the content of the course must meet at least one of the following:
 - a) It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned;
 - b) It pertains to the individual’s current assignment or expected assignment for the following school year;
 - c) It is necessary for obtaining endorsement as prescribed by the Washington Professional Educator Standards Board;
 - d) It is specifically required for obtaining advanced levels of certification; or
 - e) It is included in a college or university degree program that pertains to the individual’s current assignment or potential future assignment as a certificated instructional staff of the school district where the potential of the future assignment is agreed upon by the school district and the individual;
 - f) It addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff;
- 2) Credits which have been determined to meet one or more of the criteria in subsection (1) of this section shall continue to be recognized in subsequent school years and by subsequent school district employers; and
- 3) Credits not recognized in a school year may be recognized in a subsequent school year if there is a change in the qualifying criteria such as a change in professional educator standards board rules, a change in the district’s strategic plan, a change in the school-based plan for the school in which the individual is assigned, a change in the individual’s assignment, or a change in the individual’s employer.

ENTIAT SCHOOL DISTRICT
REQUEST FORM
OPTIONAL 3 CONTRACT DAYS
for
INSERVICE/TRAINING/ACTIVITY

EXHIBIT F

Name _____ Date _____

Date of Inservice/Training/Activity _____ # of Hours _____

How is this Inservice/Training/Activity related to the Washington State Learning Goals?

Describe Inservice/Training/Activity requested: _____

Describe outcome of this Inservice/Training/Activity (How will this new knowledge or skill be implemented in your classroom?)

Principal _____ Date _____

Approved _____

Not Approved _____ Reason _____

Superintendent _____ Date _____

Criteria used for approval of this application:

1. It is consistent with the school district's strategic plan for improving student learning.
2. It is consistent with a school-based plan for improving student learning developed under student learning improvement block grants for the school in which the individual is assigned (instruction, assessment, curriculum).
3. It pertains to the individual's current assignment or expected assignment for the following year.

ENTIAT SCHOOL DISTRICT
REQUEST FORM
OPTIONAL 14 HOURS
SUPPLEMENTAL CONTRACT

EXHIBIT G

Name _____ Date _____

Date(s) of Activity _____ # of Hours _____

Check below the purpose of the activity for which you are requesting compensation:

_____ Collaboration _____ Curriculum Development _____ School Improvement

Describe activity in detail: _____

Approved _____

Not Approved _____ Reason _____

Superintendent

Date

cc: Principal (after approved)

MEMORANDUM OF UNDERSTANDING
between
ENTIAT SCHOOL DISTRICT AND ENTIAT EDUCATION ASSOCIATION
EFFECTIVE 2009-2010 SCHOOL YEAR

The Entiat School District and the Entiat Education Association agree to the following new and/or amended contract language:

ARTICLE III – PERSONNEL

Section 1: Employment, Assignment, and Transfer

Part G: Tuition and Credit Reimbursement -

Tuition reimbursement shall be 100% of the actual cost, when the school district requires a certificated employee to take a class.

When classes, workshops, and other trainings are not required by the District, the District shall reimburse the cost of tuition, credits, and/or clock hours up to the amount of \$325 per year for each certificated employee. Requests for reimbursement shall be accompanied by a grade slip or other proof of successful completion, and a receipt or other proof of payment. Reimbursement will only be made for classes or workshops, the content of which meets one of the six criteria established by the state for counting credits or clock hours towards placement on the salary schedule (see WAC 392-121-262 in Exhibit E of this agreement). In no instance will the District reimburse certificated staff for tuition, credits and/or clock hours in an amount exceeding \$325. In case of double levy failure, this section shall expire on July 1 of that year.

Section 3: Contracts

Part C: Length of Contract –

1. The length of the annual teacher base contract shall be defined by the state legislature by means of the LEAP state salary schedule (Exhibit A), in that the length of the teacher base contract shall equal the number of days per year on which the state salary schedule is based by the legislature.

(Historical Note: Since 2001-02, this arrangement has reflected a base contract year of 180 days plus the number of Learning Improvement Days funded and required by the state legislature, the number of which has ranged from three to one since that time. Learning Improvement Days, which must be utilized for school improvement issues as required by the state, will be placed on the school year calendar upon mutual agreement between certificated staff and administration. The dates of these days in the school year calendar may change from year to year.)
2. Delete (wording combined in #1 above)
3. – 6. Renumber as 2. – 5.

Section 5: Supplemental Contract Salary Schedule

Part A - All employees who are represented by the Association as their bargaining agent, entering into supplemental contracts or District approved assignments, shall be paid at the per diem rate as calculated from the employee's base contract amount.

APPENDICES

Exhibit "A" – Salary Schedule – Updated to reflect 2009-2010 legislatively approved Statewide Salary Allocation Schedule for Certificated Instructional Staff (attached).

I have read this memorandum and my signature indicates acceptance of proposed changes and understandings.

[Michael Wyant] _____ [May 18, 2009]
Michael Wyant, Superintendent Date

[Randy Whitehall] _____ [May 21, 2009]
Randy Whitehall, Board Chairman Date

[Denise Waters] _____ [May 18, 2009]
Denise Waters, EEA President Date

EXHIBIT A

2009-2010 Statewide Salary Allocation Schedule for Certificated Instructional Staff									
Years of Service	Education								
	BA +0	BA +15	BA +30	BA +45	BA +90	BA +135	MA	MA +45	MA +90 or Ph.D.
0	\$34,237	35,162	36,120	37,080	40,161	42,145	41,047	44,128	46,115
1	34,698	35,635	36,606	37,608	40,721	42,695	41,503	44,617	46,589
2	35,137	36,083	37,064	38,144	41,248	43,242	41,963	45,067	47,061
3	35,589	36,545	37,536	38,650	41,749	43,791	42,398	45,494	47,538
4	36,033	37,031	38,028	39,180	42,297	44,354	42,855	45,971	48,030
5	36,492	37,494	38,501	39,718	42,823	44,921	43,319	46,425	48,523
6	36,963	37,943	38,984	40,262	43,352	45,462	43,794	46,885	48,993
7	37,790	38,786	39,841	41,187	44,324	46,491	44,685	47,820	49,989
8	39,002	40,052	41,132	42,590	45,768	48,016	46,086	49,266	51,512
9		41,363	42,497	44,008	47,260	49,584	47,503	50,757	53,081
10			43,877	45,498	48,794	51,195	48,995	52,291	54,692
11				47,032	50,399	52,849	50,528	53,897	56,345
12				48,517	52,048	54,571	52,122	55,545	58,068
13					53,737	56,335	53,773	57,234	59,831
14					55,434	58,165	55,471	59,042	61,663
15					56,877	59,679	56,913	60,577	63,266
16					58,014	60,871	58,051	61,788	64,531
or more									

(Based on 180-day base year + 1 state-funded Learning Improvement Day)

CHANGES TO EEA 2007-2010 AGREEMENT, MADE 5/2009 FOR 2009-2010

Changes documented with a Memorandum of Understanding

ARTICLE III – PERSONNEL

Section 1: Employment, Assignment, and Transfer

WAS:

G. Tuition and Credit Reimbursement - Tuition reimbursement per FTE shall be 100% of the actual cost when the school district requires a certificated employee to take a class. ~~When the class is not required by the District, tuition reimbursement per FTE shall be based on a rate of \$65 per quarter hour credit or actual cost if less than \$65 up to a maximum of \$325 for five (5) quarter hours credits.~~ Requests for reimbursement shall be accompanied by a grade slip and receipt of proof of payment for classes. Classes must be completed prior to reimbursement. Also, the District shall reimburse certificated staff for the actual cost of clock hours at district-approved conferences and workshops. In no instance will the District reimburse certificated staff for credit and/or clock hours exceeding \$325. In case of double levy failure, this section shall expire on July 1 of that year.

NOW:

G. Tuition and Credit Reimbursement - Tuition reimbursement shall be 100% of the actual cost, when the school district requires a certificated employee to take a class.

When classes, workshops, and other trainings are not required by the District, the District shall reimburse the cost of tuition, credits, and/or clock hours up to the amount of \$325 per year for each certificated employee. Requests for reimbursement shall be accompanied by a grade slip *or other proof of successful completion*, and a receipt or other proof of payment. *Reimbursement will only be made for classes or workshops, the content of which meets one of the six criteria established by the state for counting credits or clock hours towards placement on the salary schedule (see WAC 392-121-262 in Exhibit E of this agreement).* In no instance will the District reimburse certificated staff for tuition, credits and/or clock hours in an amount exceeding \$325. In case of double levy failure, this section shall expire on July 1 of that year.

Section 3: Contracts

WAS:

C. Length of Contract

- ~~The length of the certificated employee base contract shall be one hundred eighty two (182) working days.~~
- ~~Based upon a work calendar of 180 days as established in the 2002-03 school year, and as required by OSPI for qualifying for the state salary schedule, teachers agree to work two additional days, bringing their total workdays for the school year to 182 days. These two workdays, which must be utilized for school improvement issues, will be placed on the calendar after mutual agreement between certificated staff and the District has been achieved. Where these days are placed on the calendar may change from year to year.~~

NEW:

C. Length of Contract

- The length of the annual teacher base contract shall be defined by the state legislature by means of the LEAP state salary schedule (Exhibit A), in that the length of the teacher base contract shall equal the number of days per year on which the state salary schedule is based by the legislature.*

(Historical Note: Since 2001-02, this arrangement has reflected a base contract year of 180 days plus the number of Learning Improvement Days funded and required by the state legislature, the number of which has ranged from three to one since that time. Learning Improvement Days, which must be utilized for school improvement issues as required by the state, will be placed on the school year calendar upon mutual agreement between certificated staff and administration. The dates of these days in the school year calendar may change from year to year.)

- Delete – wording combined in #1 above in historical note
- Re-number to 2.
- Re-number to 3
- Re-number to 4
- Re-number to 5

CHANGES TO EEA 2007-2010 AGREEMENT, MADE 5/2009 FOR 2009-2010, cont.

Section 5: Supplemental Contract Salary Schedule

WAS:

- A. All employees who are represented by the Association as their bargaining agent, entering into supplemental contracts or District approved assignments, shall be paid at the per diem rate of ~~1/182~~ of the employee's base contract amount.

NEW:

- A. All employees who are represented by the Association as their bargaining agent, entering into supplemental contracts or District approved assignments, shall be paid at the per diem rate *as calculated from* the employee's base contract amount.

APPENDICES

EXHIBIT A

Updated Exhibit A - Statewide Salary Allocation Schedule for Certificated Instructional Staff on page 17 to reflect 2009-2010 legislatively approved salaries.

CHANGES TO EEA 2007-2010 AGREEMENT, MADE 4/2008 FOR 2008-2010

EXHIBIT A

Updated Exhibit A – Statewide Salary Allocation Schedule for Certificated Instructional Staff on page 17 to reflect 2008-2009 salaries.

CHANGES TO EEA 2004-2007 AGREEMENT, MADE 8/2007 FOR 2007-2010

ARTICLE III – PERSONNEL

NEW:

Section 10: Layoff and Recall

Prior to May 15th of each year, the Board shall, after providing opportunity for input from the staff, parents, community members, and the Association, determine whether the financial resources of the District shall be adequate to permit the District to maintain its educational programs and services substantially at the same level for the next school year.

When the Board determines that a program reduction is necessary that requires reduction or elimination of certificated staff positions, and has identified those programs to be offered, the following criteria shall be used to determine the surviving employees. The criteria will be considered in the following order of priority:

1. Attrition: In an effort to eliminate unnecessary non-renewals or involuntary terminations, every reasonable effort will be made to determine if any open positions exist as a result of voluntary and mandatory retirements, normal resignations, transfers, involuntary transfers, and leaves of absence.
2. Education and training for specific assignments, and required certifications.
3. Seniority within Washington, as determined by years of experience in a public school district in the State of Washington.
4. Seniority within the Entiat School District, as determined by years of experience in a certificated position.
5. Program needs.
6. Certification.

Each employee who is not retained for employment shall be placed in a pool for consideration for reemployment for the succeeding school year. Such consideration shall be for any position for which such an employee is qualified by training and experience. If the employee declines an offer of employment, he/she shall be dropped from the pool.

Section 10: Non-Discrimination

WAS: Section 10

NOW: Re-number to be Section 11.

ARTICLE IV - PERSONNEL LEAVES

Section 2: Personal Leave

WAS:

- B. Notice to the Superintendent for personal leave shall be made at least two (2) business days before taking such leave, except during May and June (see “C” below). The requests for personal leave shall be for a full day(s). Personal leave days may not be available for the day before or the day after any vacation period created by a recognized holiday or teacher workshop day. At no time will more than two (2) consecutive personal leave days be approved. Unless approved by the Superintendent, personal leave days may not be used during the first and last week of each semester.

NOW:

- B. Notice to the Superintendent for personal leave shall be made at least two (2) business days before taking such leave, except during May and June (see “C” below). ***The requests for personal leave shall be for either a half or full day(s), based on 50% or 100% of an employee’s regular workday hours.*** Personal leave days may not be available for the day before or the day after any vacation period created by a recognized holiday or teacher workshop day. At no time will more than two (2) consecutive personal leave days be approved. Unless approved by the Superintendent, personal leave days may not be used during the first and last week of each semester.

ARTICLE VI - TERM OF AGREEMENT

Section 1: Term

WAS:

This agreement shall be effective as of September 1, 2004, and shall continue in effect until September 1, 2007. Two re-openers from the Association and three re-openers from the District may be offered for bargaining for each year. (See asterisk * below)

NOW:

This agreement shall be effective as of *September 1, 2007*, and shall continue in effect until *September 1, 2010*. Two re-openers from the Association and three re-openers from the District may be offered for bargaining for each year. (See asterisk * below)

EXHIBIT A

Updated Exhibit A – Statewide Salary Allocation Schedule for Certificated Instructional Staff on page 16 to reflect 2007-08 salaries.

EXHIBIT F

Added existing form to request supplemental contract for 3 optional inservice days, per Article III-Personnel, Section 3: Contracts, C. Length of Contract, Item 3.

EXHIBIT G

Added new form to request supplemental contract for 14 optional hours, per Article III-Personnel, Section 3: Contracts, C. Length of Contract, Item 4.