

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

ENDICOTT SCHOOL DISTRICT #308

AND THE

ENDICOTT TEACHERS ASSOCIATION

Effective September 1, 2022 – August 31, 2024

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PREAMBLE

This agreement is entered into September 1, 2022, by and between the Endicott School District, hereinafter called the “District”, and the Endicott Teachers Association, hereinafter called the “Association.”

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

In accordance with the provisions of the RCW 41.59 and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I - ADMINISTRATION OF AGREEMENT

Section 1: Definitions of Terms

- A. Association shall mean the Endicott Teachers Association which is affiliated with the Washington Education Association and the National Education Association.
- B. Board or District shall mean the Board of Directors of the Endicott School District No. 308.
- C. Agreement shall mean the Collective Bargaining Agreement entered into by the Board and the Association.
- D. Employee shall mean any certificated employee of the District represented by the Association.
- E. Party or parties shall mean the Association and the District as the agents ratifying the Agreement.
- F. Day shall mean an employee contracted work day or after school has closed for the year, day shall mean District business days.
- G. Contract shall mean the official document of employment between an employee and the District.
- H. Seniority shall mean the number of years of certificated experience in the state of Washington unless otherwise stated in the collective bargaining agreement.
- I. PERC shall mean the Washington State Public Employee Relations Commission.
- J. RCW shall mean the Revised Code of Washington.
- K. WAC shall mean the Washington Administrative Code.

Section 2: Recognition

A. Bargaining Unit:

The District recognizes the Association as the exclusive bargaining representative for all regular full and part-time non-supervisory certificated employees of the District, excluding the Superintendent, Business Manager, Principals, Assistant Principals, and other administrative/supervisory personnel or other positions as excluded by RCW 41.59.

Temporary employees who meet the definitions of substitutes as set forth below are entitled to recognition as members of the bargaining unit.

1. Long-term substitute employees who, in accordance with the PERC rulings, work more than twenty (20) days consecutive days in one (1) assignment in the current school year. On the twenty-first (21st) consecutive day of employment in the same assignment, the employee shall be considered a long-term substitute and a member of the bargaining unit. A long-term substitute shall be placed on the salary schedule at their per diem rate of pay.
2. A short-term substitute is a temporary employee who works as an employee in various assignments which include long-term substitute days for more than thirty (30) days in the current school year. On the thirty-first (31st) day a short-term substitute shall be considered as a member of the bargaining unit.

Section 3: Status of the Agreement

This Agreement shall become effective when ratified by the Board and the Association and executed by authorized representatives thereof and may be amended or modified only by the mutual consent of the parties. All matters not covered by this Agreement shall be deemed to have been raised and disposed of as if covered herein.

This Agreement shall supersede any rules, regulations, or practices of the District which are contrary to the terms of this Agreement.

The Agreement shall be in full force and effective as of September 1, 2022 and shall continue in effect until August 31, 2024 (2 YEARS).

This Agreement may be opened for any item that is affected by new legislation.

Section 4: Conformity to Law

If any provision of this Agreement is found to be contrary to Washington State law, or the constitution, such provision shall have effect only to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

Section 5: No Strike Clause

The parties agree that during the term of this Agreement there shall be no strike or other economic action by employees or the Association and there shall be no lockout or other economic action by the District.

Section 6: Distribution of Agreement

The Association shall prepare and print copies of this Agreement, as requested, the cost of which shall be borne by both parties. The Association shall distribute to all employees copies (paper or electronic) of this Agreement. All employees new to the District shall be provided a copy (paper or electronic) of the Agreement by the Association. The Agreement shall be available for review to all applicants for certificated positions within the District.

There shall be two (2) official signed copies of the final Agreement for the purpose of records. One shall be retained by the District, and one by the Association.

Section 7: Labor/Management Meetings

Upon request by either party, Association officials and Superintendent/designee shall meet to discuss interpretation or compliance with its Collective Bargaining Agreement or other issues. When a request is made, the meeting shall be held within five (5) days.

Section 8: Management Rights

The District has the right to manage and direct its employees and its operations are vested in, and retained by, the Board except as this right is limited by this Agreement.

Section 9: Contract Compliance

All individual teacher contracts between the Board and an individual teacher heretofore executed shall be subject to, and consistent with, the terms and conditions of this Agreement.

ARTICLE II – BUSINESS

Section 1: Association Privileges

- A. The Association and its representatives shall be permitted to transact official Association business on school property at all reasonable times provided that it does not interrupt normal school operations or assigned duties.
- B. The Association shall have the privilege to post notices of activities and matters of Association concern on a bulletin board provided in the faculty lounge that is to be designated for that purpose.
- C. The Association shall have access to the District mail, email service and employee mailboxes for communication purposes.
- D. The Association, upon request, shall be granted a copy of all information mandated by law that is of public record under the Public Records Act of Washington State.
- E. Representatives duly authorized by the Association who participate during working hours in arbitration with representatives of the District, shall suffer no loss of pay.
- F. The Association shall have the right to use District facilities and equipment at times other than during school working hours; when such equipment and facilities are not otherwise in use. Expendable supplies, in connection with such equipment use, shall be furnished or paid for by the Association.
- G. The privileges of this section shall not be unreasonably denied.

Section 2: Payroll Deductions

- A. Neither District nor Association will collect an agency fee or any other form of payment for a public sector union from an employee, nor may any other attempt be made to collect such a payment, unless the employee confirmatively consents to pay. Janus Agreement 6/18.
- B. Membership in the Association shall be continuing from year to year upon written authorization from a teacher unless a letter of revocation is provided to the District, the Association, and WEA. Letters of revocation turned in after the 15th of the current month will be applied the following month.
- C. The president shall provide to the District the cost of membership to be withheld prior to October 1. Such payment shall be made in one installment or prorated over the school year.
- D. In the event that the District is held liable for damages or other charges under any provisions of this section, the employee and Association agree to indemnify the District in like degree or amount, provided, that the District was acting pursuant to this section.

Section 3: Hold Harmless Clause

The Association will indemnify, defend, and hold the District harmless against any claim made against any suit or judgment rendered against the District resulting from any deduction of Association dues. The Association agrees to refund to the District any amounts paid to in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the District shall select the attorney (s).

Section 4: Long-Term Health Care Payroll Deduction

Pursuant to Chapter RCW 50B.04, employees who work in Washington beginning July 1, 2023 are subject to a payroll tax (currently 0.058 % or \$.58 per \$100 of eligible wages) and may later be eligible to receive a limited long-term care benefit from the State of Washington. There is a one-time option for employees to opt out of coverage by applying to the

Employment Security Department (ESD) and attesting that they already hold comparable long term care insurance coverage purchased before November 1, 2021. The Employee must apply for the opt-out exemption to ESD between October 1, 2021, through December 31, 2021. If the Employee obtains the ESD exemption they will provide proof of that exemption to the District to avoid or cease the withholding of the payroll tax. The District's only responsibility under this long-term care benefit program is the withholding of the payroll tax from Employees and remittance to the State.

ARTICLE III - EMPLOYEE RIGHTS

Section 1: Due Process/Just Cause

No employee shall be disciplined without cause. The grounds forming the basis for disciplinary action shall be made available in writing to the Association if requested in writing by the employee. An employee, upon request, shall be entitled to have a representative present during any disciplinary action. Such formal discipline shall not be unduly delayed because of the unavailability of an Association representative. Formal discipline shall be defined as a formal disciplinary action, which is documented in the employee's personnel file.

Any disciplinary or other adverse action taken against an employee shall be appropriate to the behavior or situation that precipitates the action.

Progressive Disciplinary Steps will include the following:

1. written warning
2. written reprimand
3. suspension without pay or a last chance warning (to be used in lieu of suspension without pay). Last chance agreements are an option that both parties may agree to
4. discharge

Section 2: Employee Monitoring

No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis, by means of which a person, including students, shall be able to listen or record the procedures in any class without prior notice to the employee. Any employee shall have the right to place a written protest in his/her personnel file if such monitoring takes place without his/her permission. A recording within a classroom by the District shall not be used in a proceeding against the teacher, unless both parties of this contract give consent to the recording.

Section 3: Nondiscrimination

No employee shall be illegally discriminated against because of age, race, disability, religion, sex, national origin, familial status, color, creed, sexual orientation, or membership or non-membership status in the Association.

The personal and private life of an employee is not within the appropriate attention of the Board.

Section 4: Personnel File

No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District.

Employees, in accordance with RCW 28A.405.250, shall have the right to review all materials in their personnel file upon request. A person of the employee's choice may be present at the time of this review. The Superintendent/designee may be present at the review. Items to be included, but not limited to, are copies of:

1. Transcripts
2. Individual Contracts
3. Evaluations for 5 years
4. Letters of praise or discipline

Employees will be notified within Five (5) workdays if any derogatory material has been added to the employee's personnel file. The employee retains the right to rebut any information by enclosing a copy of such rebuttal to the personnel file.

A. Confidentiality:

To the extent permitted by the Public Records Act, official files shall be confidential and as such shall be available only to those persons who have a legitimate basis for reviewing the material in the file.

B. Removal of Material:

In the event a disciplinary notice is filed and placed in the employee's personnel file, that notice shall, after a period of four years, be removed upon written request by the employee, providing no incidents of the same nature have occurred during the four-year period.

Section 5: Principal Working Files

Principal working files tied to evaluation shall be purged at the end of each school year. Non-evaluatory material shall be purged twelve (12) months from the time of the occurrence.

Section 6: Employee Complaints

- A. It is the intent of the Association and the District to place priority on resolving formal written complaints made against employees.
- B. Any formal written complaint made against an employee by a parent, student or other person will be called to the attention of the employee within ten (10) days. Unless official law enforcement requests the district precludes such disclosure.

Section 7: Safety and Health

The District shall comply with all state and federal statutes, rules and regulations regarding health, safety and the environment of learning and working sites.

- A. Safety Committee: The District is required to maintain a building and District safety committee with representation of management and employees (WAC 296-800-130 and 13020) for the purpose of communicating and evaluating safety and health issues. Employees may use this committee to deal with Indoor Environmental Quality (IEQ), Indoor Air Quality (IAQ), Health and Safety issues.
- B. Notice of health/safety concerns and actions to resolve: When IEQ/IAQ/Health/Safety issues arise; the District shall notify the Association and the entire staff of the impacted building. The notice shall outline the concern, its location, steps taken and what is being done to reach resolution. Additional notices shall provide updates on actions taken and any reports from outside experts.

Section 8: Student Discipline

The District shall support employees in their efforts to maintain discipline provided the employee is working in compliance with District Policy and Procedure 3241 and shall promptly respond to all employees' requests regarding discipline problems. In the absence of policy, employees may use their professional judgment.

Employees shall have the authority to exclude a student from class for all or any portion of the period or for the balance of the school day, or until the teacher has conferred with the principal, whichever occurs first. Prior to excluding a student, the teacher shall have attempted one or more corrective actions. In no case shall an excluded student be returned for the balance of a period without the consent of the teacher.

In such an event, the employee shall be informed by the principal as to the disciplinary action taken by the District prior to the student's return to class or as soon as possible thereafter. Each employee shall be furnished with a copy of the District's student discipline policy.

Section 9: Academic Freedom

Employees shall be free to use their own methods of instruction while following established District curriculum. Further, employees shall be authorized to supplement District provided materials with outside sources and materials that are otherwise consistent with the curriculum and professionally appropriate for the age and academic level of the students. Such sources and materials, which may reasonably be considered controversial, shall be subject to prior approval by the Superintendent/designee or principal.

Provided the above procedures and the District curriculum are followed, employees shall not be personally liable for any liability, which results from their presentations or interpretations of facts.

Complaints resulting in the reconsideration of instructional materials shall be processed in a manner consistent with state law. The Association shall be provided a copy of any such complaint and shall have the opportunity to comment upon the material in the public hearing conducted in accordance with state law.

Section 10: Lesson Plans

The employee will have prepared lesson plans. Lesson plans will remain in the classroom in a visible location and will be available upon the principal's request.

Teachers are required to have a minimum of one Emergency School Closure days' worth of lesson plans/classroom schedule drafted and readily available to be posted to Google Classroom at any given time. In the event that the teacher has a previously scheduled leave, or is sick, this emergency day will be executed by the District Administration and/or whomever they assign to the task. Refer to Article VI, Section 9.

Section 11: Classroom Visitation

To provide visitors of the District the opportunity to visit a classroom to observe the teaching and learning process, the following guidelines are set forth.

- A. All visitors wishing to visit a classroom shall obtain permission of the principal or supervisor in charge. The time of visit will be arranged after the principal has conferred with the employee.
- B. If the purpose of the classroom visitation is to observe learning and teaching activities, the employee or the visitor shall be provided the opportunity to confer before and/or after the visitation.

ARTICLE IV - ASSIGNMENT

Section 1: Definitions

Assignment shall mean the initial placement of an employee to a position.

Reassignment shall mean the changing of the employee's assignment within a building or a program (i.e. Special Education).

Vacancy shall mean an assignment that has been vacated and the District has scheduled to be refilled or an assignment that has been newly created by the District.

Section 2: Vacancies

The District shall make all possible effort to fill vacancies and new positions with their present employees before out of District hiring will be considered.

Section 3: Assignments

The District shall notify employees as to their tentative assignments for the coming school year on or before the last day of the preceding school year.

Where reassignment becomes necessary after June 1, the affected employee shall be notified in writing of the reassignment as soon as possible.

Any employee assigned outside of the employee's area of expertise and/or endorsement shall be provided, at District expense, training to the level of state certification requirements and/or qualifications needed for that subject area and/or position. The employee shall not be evaluated in such an assignment until the requirements for the position have been met.

Section 4: Compensation for Moving

Employees moving into a new classroom, per District request/direction, will be compensated \$200.00 to pack, move and unpack instructional and classroom materials.

Section 5: Lead Teacher

When filling the lead teacher position, priority will be placed on credentials (i.e. administrative certificates, lead teacher experience, or years of teaching) of certificated staff. A staff member with a teaching certificate will fill this position. The lead teacher will be mutually agreed upon between the district and the association.

A lead teacher will be identified and given a lead teacher contract by the first contracted day. In the event of an administrator and lead teacher absence, a clear chain of responsibility will be followed. This chain of responsibility will be mutually agreed upon between the district and association and be established before the first contracted day.

ARTICLE V - Reduction in Force (RIF)

Section 1: Initiation of Layoff

By September 30th each year the district will provide an updated seniority list to the association for verification purposes. This will ensure accurate and complete tracking of seniority as defined in Article V Section 3.

Prior to May 1 the Board will determine the necessity for, and the extent of, staff reduction upon the recommendation of the Superintendent. Recommendation will be based on the financial resources of the District being adequate to permit the District to maintain its educational programs and services substantially at the same level for the next school year.

Prior to May 15th, the administration shall notify the Association that a reduction in force will occur.

Section 2: Programs and Services

The following guidelines shall be used in consideration when determining the programs and services to be retained, modified, or eliminated, recognizing that the Association may make recommendations to the Board about possible program and service modifications:

- A. High priority shall be given to maintaining reasonable grade level groupings in the classroom
- B. Where revenues are categorical and depend on actual expenditures rather than budget amount, every effort shall be made to maintain these programs
- C. The needs of students, determined by pre-registration, requirements for High School graduation, and Middle school course offerings, which are required for promotion to the High School, as well as requirements for accreditation shall be retained.
- D. Reductions shall be made in expenditures, supplies and materials, contractual services and travel, where reasonable and not categorically funded in capital outlay.
- E. The District shall work with the Association to explore retirements or other leaves of absence for other options.

Section 3: Employee Retention Criteria

Prior to May 15, the superintendent shall determine employees to be retained by the District to fill the positions needed to operate the educational program or services based on the criteria, listed below in this section.

Employees will be notified of renewal or nonrenewal of their individual contracts by May 15 or June 15, if the State budget is not finalized, as described in Chapter RCW 28A.

The following criteria should be applied in this order:

- 1. Certification - Possession of a valid Washington State certificate and endorsements in subject area and/or grade level;
- 2. Length of Service (Seniority) - The employee who has the greatest length of service as an employee within the State of Washington shall be given the position. As per RCW 28A. 400. 300

In the case of Reduction in Force, provisional employees, per RCW 28A.405.220, will be first subject to non-renewal. When more than one provisional employee, per RCW 28A.405.220, is qualified for a particular position under the criteria listed above, the provisional employee with the greatest length of service as an employee within the State of Washington shall be given the position.

When more than one non provisional teacher is qualified for a particular position under the criteria listed above, the teacher who has the greatest length of service as a teacher in the state of Washington, followed by the seniority in the District, will be given the position.

In the event of more than one individual employee having the same length of service within the state of Washington, followed by the seniority in the District, all employees will be placed on the ranking list in accordance with the number of education credits beyond the BA degree from greatest to least.

3. Qualifications - Ability to meet academic requirements for the subject and/or grade level to which the employee will be assigned.

Section 4: Notice

In the event that the Board determines that probable cause exists for a reduction in force, the superintendent will send out a seniority list to the Association and each employee by April 1 for verification of their number of years of teaching within Washington State and with the Endicott School District. Employees shall have ten (10) days to review the list to make any corrections and return it to the District office.

Board Review and Action

The Board shall review the recommendation of the superintendent. After review the Board shall take such action as may be necessary and such notice shall be given to employees no later than May 15 and shall not be effective until the following school year.

A. Employment Pool and Recall

All employees who receive notice of probable cause of non-renewal or discharge of their teaching contracts shall be placed in a District employment pool and will be considered for any vacancy in the District which thereafter occurs. The term "vacancy" shall be liberally construed and shall include all positions that may become available for any reason. All employees shall be retained in the District employment pool until such time as they are either recalled to work or have notified the District that they wish to be withdrawn from the employment pool. While on layoff, employees shall be placed on the teacher substitute list.

- B. Recall from layoff status to existing vacancies shall be determined by the ranking list used in reverse order of layoff. No new teachers shall be hired to fill existing or new teaching assignments until the pool has been exhausted. The District shall give written notice of recall from layoff by sending a registered or certified letter to said employee at his/her last known address to which the employee has ten (10) days to respond. It shall be the responsibility of each employee to notify the Board of any change in address. The employee's address, as it appears on the Board's records, shall be conclusive when used in connection with layoffs, recall, or other notice to the employee. The District shall utilize employment pool personnel as substitutes on a first priority basis.

ARTICLE VI – LEAVES

Section 1: Illness, Injury, and Emergency Leave

Consistent with Washington State Law, each contracted certificated employee shall be entitled to twelve (12) days sick leave each year without loss of pay. Twelve (12) days per year shall be granted for illness, injury, or emergency leave. Each employee's portion of unused sick leave allowance shall accumulate from year to year as permitted by law. Absence for more than five (5) consecutive days under sick leave may require a doctor's letter of verification.

Substitute employees shall accrue one (1) hour of sick leave for every forty (40) hours worked. The leave may be taken in half or full day increments when the substitute is working in a long-term position. With the approval of the superintendent/designee, a long-term substitute may be granted leave without pay without it constituting a break in service. WAC 296-128-630

A. Sick Leave Cash Out:

The District shall provide its employees with the attendance incentive program provided in RCW 28A.400.210. Pursuant to current statute, employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days.

At the time of separation from school District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration of up to 180 days at a rate equal to one (1) day's current monetary compensation to the employee for each four (4) days accrued sick leave.

B. VEBA III Post Retirement Medical Plan:

The District agrees to provide its employees the benefits of the VEBA III retirement medical plan in accordance with RCW 28A.400.210 and WAC 392.136. The Association shall notify the District of its intention to participate in VEBA III plan, annually, prior to December 31 of each year.

C. Sick Leave Sharing:

The District shall provide employees with access to leave sharing (sick leave bank) in accordance with state law. RCW 41.04.665

An employee who has exhausted their sick leave shall be allowed to apply for shared sick leave as per Board Policy 5406 and in accordance with state law WAC- 392-126. The employee will have a written estimate of days needed from a medical provider.

Upon approval, as directed by Board Policy, any employee who has a banked sick leave balance of more than 22 days may donate as many days as they wish as long as they maintain a minimum of 22 days. These donations must be made in writing and may occur during any time throughout the school year.

The value of the leave transferred will be calculated on a day donated and day received basis. Any unused leave donated to this bank will be returned to the original employee who donated it on a prorated basis based on original contribution.

Status of employees using Bank Days: Employees on leave using days from the Sick Leave Bank shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accumulated sick leave.

Section 2: Medical Leave of Absence

At the exhaustion of an employee's sick leave, an employee who is unable to continue to perform his/her duties because of illness or injury as verified by a written statement from a licensed physician so stating shall be granted a leave of absence without pay.

Section 3: Child Rearing Leave (Maternity, Paternity or Adoption Leave)

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

An employee shall be allowed up to one year of unpaid leave for the purpose of child rearing. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.

Section 4: Family Medical Leave Act (FMLA)

At the exhaustion of an employee's sick leave, an employee may apply for Family Leave under FMLA. Sick leave and FMLA will not run concurrently.

Section 5: Legal and Civic Duty

Leave with pay shall be granted for jury duty. If any jury duty fees are paid that compensate an employee for their time that amount shall be reimbursed to the District. Any reimbursement of duty related expenses are theirs to keep. The employee shall notify the District when notification is received to serve on jury duty.

Section 6: Military Leave

Employees shall be granted military leaves of absence when required by law. While on leave, the teacher shall retain all benefits including seniority as though employment had been continuous in the District. Upon return from leave, the teacher shall be placed in the position last held or a similar position in the District.

Military leave of absence is construed as regular service in regard to salary increments. Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence from employee's teaching assignment for a period not exceeding (21) calendar days beginning October 1st and ending the following September 30th. The employee shall receive normal District pay, however, there shall be no loss of privileges, vacations or sick leave to which the employer might otherwise be entitled according to RCW38.40.060.

Section 7: Personal Leave

Certificated staff members shall be entitled to three personal days a year to address a personal matter, which require the absence during school hours. Employees employed with Endicott School District for 10 years are entitled to four days of personal leave per year. Employees employed with the Endicott School District for 20 years are entitled to five days of personal leave a year. Any unused personal days will be cashed out each year at their current per diem rate in the July payroll. In the event an employee uses all their available personal leave during the school year, they may request leave without pay or they may use their available sick leave days.

Application for personal leave is to be made by the employee at least forty-eight hours prior to taking such leave, when reasonable. Personal leave can be denied for good cause, such as lack of substitutes. Teachers requesting personal leave which would extend long weekends or vacations must make an application for leave at least one week prior to taking such leave. Only two teachers are eligible to take leave to extend a long weekends or school break/vacation. The Administration will approve those requests on a first come first served basis and consider exceptions.

Section 8: Bereavement Leave

Up to four (4) days of bereavement leave with pay will be granted for each occurrence of death of immediate family. Immediate family for this purpose is defined as: spouse, parent, child, in-laws, grandchild, grandparent, sibling, niece,

nephew, aunt or uncle, or those of the employee's spouse, or a person living in the same household as the employee. Step relatives with the same relationships as described also qualify.

If additional days are requested and approved due to extenuating circumstances, they will be deducted from the employee's sick leave.

Section 9: Emergency School Closure

Emergency School Closure In the event the District temporarily closes one or more schools for one or more days of the contract year, the affected employees will be granted leave at no deduction in salary or benefits, with time being deemed done, provided that students are not required to make up the day(s).

In the event the District closes one or more school buildings or suspends in-person learning, provided that internet services are available, teachers will be required to provide online learning to students during contracted time. Online learning will follow the schedule posted to the district website. Refer to Article III, Section 10.

Section 10: Association Leave

The Association shall be allowed paid leave to attend to Association business. The cost of the substitute(s) shall be borne by the Association, provided a substitute is needed. A request for such leave shall be made three (3) days prior to the effective date of the leave unless emergency situations arise.

Section 11: Other Leave

Leaves of absence up to one (1) year without pay may be granted, at the discretion of the Board, to employees for the purpose of study, child rearing, travel, recuperation, teaching in another school District, working in a professionally related field, business related to a death in the family or Association or Association related business.

The employee shall notify the District in writing on or before April 1st whether or not he/she will be returning from leave of absence. Upon return from leave the employee shall be placed in the position last held or in a similar position in the District.

Upon the request by the employee such leaves may be renewed for up to one (1) additional year.

ARTICLE VII - FISCAL

Section 1: Certificated Employee Contract

- A. The District shall provide each employee with a contract in conformity with Washington law, State Board of Education regulations and this Agreement.
- B. After formal signature by the Board, superintendent and the employee, one (1) copy will be returned to the employee.
- C. The length of an assigned employee contract shall be the base work year as determined by the state legislature. Any extension of contract days approved by the board shall be paid at the employee's per diem rate of pay for each day.

Section 2: Certified Salaries/Benefits

- A. Schedule
Employees shall be paid according to their placement on the salary schedule which is attached to and made a part of this Agreement as Appendix A, and the terms of their individual contracts.
- B. Required Certificates
All employees shall provide proof of certification for the position for which they are hired as required by State law, at the commencement of the school year.
- C. Initial Placement
 - 1. Transcripts
New employees must file official transcripts of college credits with the Superintendent prior to qualifying for placement on the salary schedule.
 - 2. Educational Credits
Credit shall be allowed for upper division and graduate level credits and/or acceptable clock hour equivalents, provided they qualify for certification renewal, evaluation requirements, meet clock hour requirements of the state, or are accepted by the District to meet District initiatives or programs. Ten (10) clock hours is equal to one (1) credit for salary schedule placement or movement. All acceptable clock hours must be provided by an OSPI approved clock hour provider. WAC-181-85-200 and 392-121-262.
 - 3. Experience
New employees with prior certificated teaching experience shall be placed on the salary schedule according to years of experience and level of educational credits.
 - 4. Experience Credits
Full credit for public school teaching outside of the District shall be granted up to the limits of the salary schedule.
- D. Professional Advancement
 - 1. Educational Credits
Employees shall advance (when educational credits/clock hours earned make them eligible) to the next higher vertical column(s), provided that the credits and/or acceptable clock hour equivalents meet the requirements set in 3b above.
 - 2. Experience
Employees shall advance to the next higher horizontal row(s) for each year's teaching experience, as per the salary schedule. Only one year of teaching experience credit can be earned during a school year. Experience credit towards salary schedule advancement will be the cumulative sum of the years of experience. A partial

year will be added as earned based on actual FTE (example, 0.6 years + 0.6 years =1.2 years or 1.0 years on the Salary Schedule.)

E. Timeline

Classification on the salary schedule is for the full contract year. No change in classification shall be made for professional credits earned except as provided below:

1. Salary Adjustments

Salaries shall be adjusted as of the beginning of the contract year, for educational credits/clock hours earned prior to September 1, provided that a written/email notice is given to the Superintendent and Business Manager on or before September 1.

2. Proof of Credits

Proof of credits/clock hours earned shall be by official transcript/form as recognized by the state for proof of credits/clock hours. Official transcripts/forms must be received by September 15. WAC-181-85-200 and 392-121-262.

3. Contracts

Salary adjustments shall be reflected as adjustments on individual contracts.

Section 3: Work Year

- A. The length of the employee work year shall be the base work year as determined by the State legislature including any state funded, required learning improvement days (LID). The Learning Improvement Day(s) will be utilized as determined by the administration and the Association.
- B. Teachers will be provided at least 1 per diem day prior to the beginning of the school year. The per diem day will be paid on a timesheet basis and may be used at the employee's discretion. This day can be used for, but is not limited to, physical classroom setup, student material preparation, organizing class schedules, lesson planning, curriculum mapping (for multiple subjects and or grade levels) and standards alignment. This per diem day will be in addition to any in-service days requested by the district. Such requested district days will need to be contracted on a MOU.

Section 4: Calendar

The calendar for the current school year is attached as Appendix E. This calendar shall be developed by the administration each year by March 15th, with input from the Association. The Superintendent shall present the recommendations to the Board for approval.

Section 5: Employee Workday

A. Non- Instructional Time

Employees will be required to be in their area of work thirty (30) minutes prior, and thirty (30) minutes after the school session (8:00-8:30 A.M. and 3:15-3:45 P.M).

- B. Teachers will be compensated for the time spent attending district or co-operative directed meetings outside of contracted time (8:00AM-3:45PM) by having the ability to leave early the equivalent amount of time on Fridays for full time employees and an alternate day for non-Friday employees where participation in other district directed meetings will not be impacted. Employees may use an alternate day when communicated to the principal at least two days prior to using the compensated leave.

This excludes book study meetings or any other meetings where participation is voluntary.

- C. Each employee shall be allowed a thirty (30) minute duty free lunch period each day.

D. Preparation Period

Full-time (1.0 FTE) employees shall have one (1) preparation period during each school day.

When requested by the district, teachers will be compensated at their per diem rate for covering other classes during their prep period. They will be compensated for the whole period regardless of total minutes covered.

E. Part-time Certificated Employees

Employees who are hired to teach less than full time will be compensated for periods actually taught in the classroom plus the percentage of prep time equivalent to their FTE.

Section 6: Travel

Teachers authorized to use their private automobile to travel on school business shall be compensated at the IRS rate. All teachers who, by nature of their assignment must travel between schools, or are required to make home visitations, shall be reimbursed at the IRS rate or use a District vehicle if available. These teachers shall be expected to maintain a valid driver's license as a condition of employment.

Employees shall not drive school children in their private cars on school business unless written authorization by administration has been secured. Other transportation of students in private cars should be in compliance with rules regarding professional boundaries.

Section 7: Insurance/Benefits

- A. Allocation: Monthly insurance benefits will be equal to the amount allocated for this purpose by the state legislature.
- B. All eligible part and full-time employees shall qualify to participate on an annual basis. Eligibility is based on working 630 hours during the school year, not counting paid holidays. (Special circumstances apply if any employee is hired late in the school year).
- C. Basic Benefits are defined as dental, vision, life and accidental death and dismemberment, long-term disability and medical insurance. Other forms of insurance and benefits include: supplemental life and accidental death and dismemberment, supplemental long-term disability, Medical Flexible Spending Arrangement (FSA), Dependent Care Assistance Program (DCAP), Health Savings Account (HSA), and SmartHealth (wellness program).
- D. It is our understanding that SEBB offers its own FSA/Account 125. If at any time in the future SEBB stops this option then the following shall apply. The District shall provide an IRS Section 125 Plan for use by individual employees.

Section 8: Hold Harmless Clause

- A. Mandatory Insurance Protection for Employee- RCW 28A.400.370

Notwithstanding any other provision of law, after August 9, 1971 boards of directors of all school districts shall provide their employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof when that is deemed necessary by such employees. Such insurance protection must include as a minimum, liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while so engaged.

- B. Officers, employees or agents of school districts or educational service districts, insurance to protect and hold personally harmless. RCW 28A. 320. 060

Any school district board of directors and educational service district board are authorized to purchase insurance to protect and hold personally harmless any director, officer, employee or agent of the respective school district or

educational service district from any action, claim or proceeding instituted against him or her arising out of the performance or failure of performance of duties for or employment with such institution and to hold him or her harmless from any expenses connected with the defense, settlement or monetary judgments from such actions,.

C. Liability Insurance for Officials and Employees RCW 28A. 400.360

The board of directors of each school district may purchase liability insurance with such limits as they may deem reasonable for the purpose of protecting their officials and employees against liability for personal or bodily injuries and property damage arising from their acts or omissions while performing or in good faith purporting to perform their official duties.

Section 9: Professional Fund- Teacher Initiated

The District shall provide a professional fund of \$400 to be available annually to each employee. Professional expenses may include:

1. Conference or workshop registration/materials/meals
2. Tuition, credits/clock hours
3. Professional Certification Programs (i.e., principal certification, national board certification)
4. Compensation for time spent on comprehensive evaluation including but not limited to data gathering, evidence reporting, and observation meetings. This compensated time is limited to \$400 or the remaining balance after items 1-3 are used in this fund. A time log will be submitted to the principal at the time of the final summative evaluation conference for signature. The employee must submit the signed log to the business manager by June 30th of the evaluated year. Time Log is Appendix B of agreement.

If a conference or program takes staff out of the building on a school day, no more than 3 staff may be gone on any given day, as long as there are available substitutes. Staff attending workshops/conferences agree to return and share learning gained with other ESJ staff.

This fund shall not be used for District initiated professional development opportunities.

ARTICLE VIII - GRIEVANCE

Section 1: Definitions

- A. **Grievant** shall mean an employee or a group of employees and/or the Association
- B. **Days** shall mean employee work days. When a grievance has not been resolved by the end of the school year, District business days excluding legal holidays are to be treated as working days for the purpose of completing the grievance procedure.
- C. A Grievance as used in the grievance procedure shall mean an alleged violation, misinterpretation, or misapplication of the Collective Bargaining Agreement.

The purpose of this grievance procedure is to provide for the orderly and expeditious adjustment of grievances of the employees of the District. The employee/District are encouraged to informally resolve any potential grievance prior to initiation of Step I of the Grievance process.

Section 2: Procedure

STEP I

Within twenty (20) days following the time when the grievant has knowledge or reasonably could have had knowledge of the basis of a grievance, the grievant may invoke the formal grievance procedure and the grievance shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one group of employees, it may be filed at Step II of the grievance process.

STEP I REPLY

Within five (5) school days of receipt of the written grievance, the principal or appropriate supervisor shall meet with the grievant in an effort to resolve the grievance. The principal or appropriate supervisor shall indicate the disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

If the Association is not satisfied with the disposition of the grievance, within five (5) school days after receipt of same, or if no disposition has been made within five (5) school days of such meeting or ten (10) days from date of filing, whichever shall be later, the grievance shall be transmitted to Step II.

STEP II

Within five (5) school days of receiving the Association's filing at Step II, the Superintendent or designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.

In the event the Association is not satisfied with the disposition of the grievance at Step II within five (5) school days after receipt of same, or in the event that no disposition has been made within ten (10) school days after the grievance is transmitted to the Superintendent, the Association may through the Superintendent or the chairperson of the Board of Directors request a meeting with the Board of Directors.

STEP III

The Board of Directors at their next regular meeting or no later than twenty-five (25) days after the receipt of the request shall confer with the representatives of the local Association to hear the grievance and to attempt to reach a satisfactory solution. The Board of Directors after discussing and deliberating the merits of the grievance shall give their decision within 10 business days to the Association. The Board's decision may be delayed or deferred to a later date if requested by or agreed to by the Association.

STEP IV

If the Association is not satisfied with the disposition of the grievance by the Board within ten (10) school days after receipt of same, or if no disposition has been made within the period above provided, the grievance, at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) school days of receipt of the written disposition of the Board.

The arbitrator shall be selected by the Federal Mediation Conciliation Services (FMCS), Washington State Public Employment Relations Commission (PERC), or the American Arbitration Association (AAA) in accordance with its rules, which shall likewise govern the arbitration proceeding, except as provided in "Jurisdiction of the Arbitrator". The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground rule, except as provided in "Jurisdiction of the Arbitrator", or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

Section 3: Arbitration Costs

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.

Section 4: Jurisdiction of the Arbitrator

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the Agreement as cited in the grievance form. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law, or which violates 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 on both parties. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance may be consolidated for hearing before an arbitrator provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

Section 5: Time Limits

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Failure of the Association to proceed with its grievance within the timelines hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the timelines provided shall entitle the Association to proceed to the next step on the grievance procedure.

Section 6: Resolving a Grievance

A grievance shall be declared resolved if:

1. The employee and the immediate supervisor reach mutual agreement;
2. The District grants the stated relief sought; or
3. the grievant and the District (or its designee) reach a written mutual agreement; or
4. the grievant withdraws the grievance.

Section 7: Grievance File

Grievance records upon resolution shall be kept in a separate, central grievance file and are not be part of an employee's personnel or working file.

Section 8: Grievance and Arbitration Hearings

All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.

Any employee who is the grievant or who is necessary as a witness shall be released for attendance at any arbitration proceeding with pay and benefits. Arbitration proceedings shall be scheduled at mutually agreeable times and witnesses shall be released as necessary to conduct an orderly proceeding and maintain the educational program.

Section 9: Complaints

If an individual employee has a personal complaint to which he/she desires to discuss with the supervisor, he/she is free to do so without recourse to the grievance procedure. However, no complaint shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any such adjustment of the complaint be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the employee shall be the sole responsibility of the Association. Complaints not involving the Collective Bargaining Agreement may be processed by the Association through Steps I, II, and III but not to arbitration.

Section 10: Continuity of Grievance

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

Section 11: Election of Remedies

- A. If a legal remedy exists to resolve a contract dispute, the employee must select either the legal remedy, or arbitration, but in no case will be allowed to pursue both.
- B. If an employee is discharged or non-renewed and requests a hearing, then the District, the employee or the Association may elect to resolve the dispute through arbitration as opposed to the hearing process in RCW 28A.405.250
- C. This Section, Election of Remedies, may also be chosen in other areas of dispute particularly Article III, Section 1: Employee Rights.

Section 12: No Reprisals

No reprisal of any kind shall be taken by the District against any employee because of his participation in any grievance.

ARTICLE IX - DURATION

This agreement shall remain in full force and effect from September 1, 2022 until August 31, 2024. The Association shall notify the District in writing no later than May 1 of its intent to negotiate a successor agreement at the end of the final year of this agreement.

Annual contract reopeners shall be:

1. Salary
2. Legislative Impact
3. One re-opener per party

District _____
Association _____

For the Association

Melina Repp

Date

9/1/2022

For the District

Signature of District

Date

9-1-22

APPENDIX A – 2022-2023 SALARY SCHEDULE

Endicott CERTIFICATED INSTRUCTIONAL STAFF

2022 - 2023 SALARY SCHEDULE

	OLD	NEW	OLD	NEW	OLD	NEW	OLD	NEW
YRS OF SERVICE	BA + 0	BA + 0	BA+15	BA + 15	BA+30	BA + 30	BA+45	BA+45
0	42,781	44,492	44,321	46,094	45,916	47,753	47,569	49,471
1	43,787	45,538	45,361	47,176	46,994	48,874	48,687	50,634
2	44,815	46,607	46,428	48,285	48,099	50,023	49,831	51,824
3	45,867	47,702	47,520	49,421	49,229	51,198	51,001	53,041
4	46,946	48,823	48,637	50,582	50,386	52,401	52,200	54,288
5	48,049	49,971	49,779	51,770	51,570	53,633	53,426	55,563
6	49,178	51,145	50,950	52,988	52,782	54,893	54,681	56,868
7	50,334	52,347	52,148	54,233	54,023	56,184	55,965	58,204
8	51,516	53,577	53,373	55,507	55,293	57,505	57,281	59,572
9			54,626	56,811	56,593	58,856	58,628	60,973
10					57,922	60,239	60,006	62,406
11							61,416	63,873
12							62,860	65,374
13								
14								
15								

OLD	NEW	OLD	NEW	OLD	NEW	OLD	NEW
BA+90	BA+90	MA + 0	MA + 0	MA+45	MA+45	MA+90	MA+90
49,282	51,254	49,282	51,254	51,154	53,200	53,098	55,222
50,440	52,458	50,440	52,458	52,357	54,451	54,347	56,520
52,267	54,358	52,267	54,358	53,587	55,730	55,624	57,849
52,838	54,952	52,838	54,952	54,845	57,039	56,930	59,207
53,801	55,953	53,801	55,953	56,135	58,380	58,269	60,599
55,350	57,564	55,350	57,564	57,454	59,752	59,638	62,024
56,651	58,917	56,651	58,917	58,804	61,156	61,040	63,481
57,982	60,301	57,982	60,301	60,186	62,594	62,474	64,973
59,345	61,718	59,345	61,718	61,601	64,065	63,943	66,500
60,739	63,169	60,739	63,169	63,048	65,570	65,445	68,063
62,167	64,654	62,167	64,654	64,530	67,112	66,983	69,663
63,628	66,173	63,628	66,173	66,047	68,689	68,557	71,300
65,123	67,728	65,123	67,728	68,650	71,396	72,282	75,174
66,654	69,320	66,654	69,320	70,264	73,074	73,982	76,941
68,220	70,948	68,220	70,948	71,915	74,792	75,720	78,748
69,822	72,615	69,822	72,615	73,605	76,549	77,499	80,599

APPENDIX B – EXTRA-CURRICULAR SCHEDULE

<u>Position</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Performing Arts/Music	\$776	\$ 816	\$ 858	\$903	\$ 950	\$1000
Lead Teacher	\$2000	\$2105	\$2216	\$2333	\$2455	\$2584
FFA Coordinator	\$ 776	\$ 816	\$ 858	\$903	\$ 950	\$1000
Athletic Director	\$1983	\$2082	\$2186	\$2296	\$2410	\$2531
Yearbook Advisor	\$1262	\$1325	\$1391	\$1461	\$1534	\$1611

1. Years of experience and stipends earned must be within the Endicott School District unless otherwise negotiated by the Association and the District.
2. Experience is only counted in the specific position held.
3. Extra-curricular positions will be reviewed by both parties each year to determine if there is sufficient student interest and/or district support to warrant retaining the positions.
4. Extra-curricular positions may be added as negotiated between the Association and the District.

APPENDIX C – COMPREHENSIVE EVALUATION TIME LOG

EMPLOYEE _____

SCHOOL YEAR _____

DATE	ACTIVITY	TIME SPENT

By signing below, I verify that the above noted employee has completed all necessary components of the

Comprehensive Evaluation for the _____ school year.

PRINCIPAL

EMPLOYEE

DATE

DATE