

***AGREEMENT BETWEEN***  
***ENTIAT SCHOOL DISTRICT NO. 127***  
***AND***  
***ENTIAT EDUCATION ASSOCIATION***  
  
***2023-2026***





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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 will clearly indicate another meaning.

- A. "District" will mean Entiat School District No. 127, Chelan County, Washington.
- B. "Association" will mean Entiat Education Association.
- C. "Board" will mean the Board of Directors of Entiat School District No. 127 as the governing body of the District.
- D. "Certificated Employees" or "Employees" will 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 will be deemed to include both the masculine and feminine and words denoting numbers will be singular and plural unless the context in which they are used clearly indicates other usage was intended.
- F. "Agreement" will mean the collective bargaining agreement negotiated between the Entiat School District and the Entiat Education Association.
- G. "Contract" will mean any individual employee personnel service contract made between the Entiat School District and any certificated employee of the District (includes base contracts, supplemental contracts, etc.)

**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 will 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. Individual employee personnel service contracts will be issued in accordance with, and will 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 will be controlling.

## **ARTICLE I - ADMINISTRATION**

- B. This agreement will 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 will be binding on the parties of this agreement. The remaining provisions of this agreement will be in full force and effect and be binding on the parties hereto and the parties will commence negotiations on said provisions as soon thereafter as is reasonably possible.

### **SECTION 5: Release from Contract**

An unconditional release from contract will 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 will provide one copy of this agreement for each certificated employee to the President of the Association for distribution to Association members. This agreement will 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 will 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 will not be subject to change during the school year.

The deductions authorized above will 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 30 will pay a pro-rated amount of the annual dues commensurate with the remaining portion of the membership year. If an employee terminates prior to the end of the school year, the balance of the annual dues will be deducted from the final paycheck.

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.

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 will authorize deduction of membership dues and assessments of the Association (including the National Education Association and the Washington Education Association). These forms are available from the EEA President. Such authorization will 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.

## **ARTICLE II - BUSINESS**

### **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 will 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
7. Contributions to Section 125 Flexible Benefits Program
8. Contributions to a Health Savings Account

## **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 will 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 will 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 is earlier. Certificated employees will be notified of special assignments as soon as they are known. In the event teaching assignments are changed, certificated employees will 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, the dean of students, two teachers (one representative from grades K-5 and one from grades 6-12) 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 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 on the District website (Staff forms section), and attached as Exhibit B of this agreement.
    - b. The application for workload relief, and any remedies provided as a result of such application, will pertain only to the current school year. Classroom teachers must submit a new application form for subsequent school years.

## **ARTICLE III – PERSONNEL**

- c. In each situation, the superintendent is responsible for making the final decision on teacher workload relief to be provided.
- D. Transfer - Employees who desire a transfer or reassignment will submit a written request by March 1, which will 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 will 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. Mentoring – The District recognizes the value of providing mentoring to new teachers who are either new to the profession of teaching, and/or new to employment with the District. To that end, the District may assign an experienced teacher (on a voluntary basis) to serve as a mentor for any new teacher. The mentoring program will consist of the following:
  - 1. For teachers in their initial teaching assignment: Assignment of a mentor, and release time for both the new teacher and the mentor teacher of up to the equivalent of five (5) of the new teacher’s assigned workdays to allow for classroom observation of experienced teachers, either in the District, or at a school in another school district if such observation would be more relevant to the new teacher’s assignment.
  - 2. For experienced teachers new to the District: Assignment of a mentor, and release time for both the new teacher and the mentor teacher of up to the equivalent of three (3) of the new teacher’s assigned workdays to allow for orientation and collaboration with the mentor teacher.

Release time, for both the new teacher and the mentor teacher, may be scheduled by the day or the hour. The number of days/hours approved for observation and/or collaboration with the mentor teacher will be based on discussion of need, and mutual agreement among the building principal, the new teacher, and the mentor teacher.

### **G: Tuition and Credit Reimbursement -**

When the school district requires a certificated employee to take a class, and if the employee pays the tuition, the reimbursement for tuition will be 100% of the actual cost.

When classes, workshops, and other trainings are not required by the District, the District will reimburse the cost of tuition, credits, and/or clock hours up to the amount of \$500 per year for each certificated employee. Requests for reimbursement must 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 seven criteria established by the state for counting credits or clock hours towards placement on the salary schedule as specified in WAC 392-121-262.

At the sole discretion of the administration, the District may allow certificated employees to use up to \$500 as specified in Article III, Section 1, Part G for professional development purposes not otherwise described in Part G. The administration’s decision to allow or not allow alternative uses of these funds is not appealable.

In no instance will the District reimburse certificated staff for tuition, credits and/or clock hours in an amount exceeding \$500 per year. In case of double levy failure, this section will expire on July 1 of that year.

## **SECTION 2: Grievance Process**

### **A. Definitions**

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



## **ARTICLE III – PERSONNEL**

### **B. Grievance Principles and Rights**

1. Every employee and the Association covered by this agreement will 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 will be submitted in writing, and will 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 will 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 will be subject to discipline or reprisal because of any such participation.
6. Nothing in this grievance procedure or agreement will 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 will 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 will have the right of Association representation at each step of the grievance procedure and the grievant will be required to be present at every step.

A provisional certificated employee will 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 will 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

### **ARTICLE III – PERSONNEL**

whatsoever, will be speedily delivered to the Association. No grievance may be submitted to arbitration without the consent of, and representation by, the Association.

A grievant will 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 will 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, will 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 will 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 will be the function of the arbitrator and he/she will 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 will have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
2. The arbitrator will 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.

## **ARTICLE III – PERSONNEL**

The costs for the services of the arbitrator will 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 will conform to state laws and regulations and will 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 will be controlling during the term of this agreement.
- B. Amount of Contract
  - 1. Salary amounts recorded in individual contracts and paid to teachers will 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 will 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 will 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 annual teacher base contract will be 180 days.
  - 2. In addition to the certificated employee base contract, certificated employees will work three (3) additional District-directed days, which will 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 and one half (7.5) hour day. At the request of the employee and with approval of the principal, a certificated employee may be excused from working any or all of these extra days.
  - 3. Extended service contracts will be for a period of time as negotiated between the District and the individual certificated employee. For such contracts, salaries will be calculated using the per diem rate as set forth in Article III, Section 5-A. The resultant daily rate will be multiplied by the total number of additional days under the extended service contract. This provision will 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 will be no longer than eight (8) hours including a continuous thirty (30) minute duty-free lunch period. Starting and dismissal times for assignments other than a full 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. The regular workday for certificated employees will be eight (8) hours, providing that the regular workday starts at least thirty (30) minutes before the scheduled student starting time and ends at least 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.
  - 4. In regard to early release days on which teachers are not scheduled to work beyond the time when students are present, the workday for certificated employees will commence thirty (30) minutes before the scheduled student starting time and end thirty (30) minutes after the scheduled student dismissal time on that day.

## **ARTICLE III – PERSONNEL**

### **E. Supplemental Contracts**

1. Supplemental contracts with employees who are represented by the Association will be in accordance with the statutory provisions, will identify the parties, the purpose of the contract or the assignment, and the rate of compensation. Supplemental contracts will 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 will be controlling during the term of this agreement.
2. A supplemental contract will not exceed one year.

## **SECTION 4: Placement on the Salary Schedule**

A. Salary, General - All certificated employees on a standard personnel service contract will 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 will have, at the commencement of the school year, valid Washington State credentials for the position for which hired as required by law. All certificates and credentials will be presented prior to 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 will be reported by means of an official transcript from the college attended. Transcripts must be received in the District Office by the 10<sup>th</sup> of the month to guarantee that the salary commensurate to the degree/credits will be paid at the end of that month. The last possible date that transcripts will be accepted and used for placement on the salary schedule for the current school year is October 10<sup>th</sup>. Credits and degrees must have been earned prior to October 1 of that school year to be counted. The employee's adjusted salary will be retroactive to September 1.
2. Placement in the appropriate column for educational attainment will be determined by the number of credits acquired after attainment of a Bachelor of Arts degree expressed in quarter hour credits as specified in WAC 392.121.261 and WAC 392.121.262.
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, out of state, and in a foreign country as specified in WAC 392.121.264.

### **D. Professional Advancement**

1. Each certificated teacher will advance to the next higher column for educational attainment on the salary schedule when sufficient quarter-hours of post-graduation education have been attained.
2. Credits earned for advancement on the salary schedule will 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 will accept all clock hours and inservice credits that are earned in accordance with the requirements of the State Board of Education, applicable RCW's, WAC's, and the terms of Section 4 of this agreement. The credits will qualify for advancement on the salary schedule only if said credits are eligible to be used for placement on the salary schedule as indicated by approval by the superintendent on the 'Request for Approval of Credits/Clock Hours for Salary Schedule Placement' form.

F. Date of Professional Credit - By May 10 the District will obtain from each certificated employee the employee's anticipated placement on the salary schedule for the following contract year to be used for budgeting purposes.

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- G. Experience Advancement - Each certificated employee will 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. Credit for part-time experience or for experience of less than one full school year will be calculated per instructions in the OSPI S-275 Personnel Reporting Instructions.

#### **SECTION 5: Supplemental Salary Contract Schedule**

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

#### **SECTION 6: Certificated Employee Evaluation**

- A. Entiat School District #127 and the Entiat Education Association (EEA) agree that for the 2023-2024, 2024-2025, 2025-2026 school years:
1. All certificated classroom teachers hired will be evaluated using minimum procedural standards and criteria established by WAC 392-191A.
  2. All EEA individual member rights, EEA association rights, and Entiat School District administrative rights are maintained and protected as described in the Collective Bargaining Agreement and in law.
  3. The following "certificated support personnel" are excluded from the definition of a "certificated classroom teacher" and exempt from the teacher evaluation system requirements at this time:
    - a. Counselors
    - b. Educational Staff Associates (therapists, psychologists, etc.)
    - c. Instructional Coaches
    - d. Dean of Students
  4. Certificated support personnel will be evaluated using minimum procedural standards and criteria established by RCW 28A.405.100 and WAC 392-191A-210; WAC 392-191A-220; WAC 392-191A-230;

#### **SECTION 7: Due Process and Just Cause**

- A. Just Cause: No employee will be disciplined without just cause.
- B. Written Grounds: The specific grounds forming the basis for disciplinary actions shall be made available to the employee in writing at the time discipline action is taken.
- C. Hearings: Employees shall have the right to a fair hearing.
- D. Association Representation: Employees shall be entitled to Association representation at any hearing, meeting or conference involving the employee regarding disciplinary actions or the investigation thereof at which the employee is present. When a request for such representation is made, no action shall be taken with respect to the employee until such a representative of the Association is present. In the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing under this provision prior to the action being taken.
- E. Privacy and Confidentiality: Any negative and/or verbal reprimand of an employee by any agent of the District and all disciplinary actions shall be made in private and in confidence and never in the presence of students, parents, other employees, or at public gatherings.
- F. Complaints Against Employees: Any complaint against an employee which may be investigated and could lead to disciplinary action shall be promptly called to the attention of the employee within 10 working days. No complaint against an employee may be used in a disciplinary action against that employee unless the complaint was discussed with the employee in a timely fashion.
- G. Employees shall have the right to contact the parent and/or student and attempt to resolve the situation informally prior to any disciplinary action being taken. (In such cases, the employee may be given the right to contact the parent and/or student and attempt to resolve the issue informally prior to disciplinary action dependent upon the severity of the action.)

## **ARTICLE III – PERSONNEL**

- H. Progressive Discipline: Whenever possible the District shall follow a progressive discipline model including:
1. Verbal warning (documented)
  - B. Written warning
  - C. Letter of reprimand
  - D. Suspension without pay
  - E. Termination of Employment

Where appropriate, the district has the latitude to skip steps based on the severity of the issue.

### **SECTION 8: Personnel Files**

Certificated employees and former certificated employees will have the right to inspect all contents of their personnel files kept within the District. A representative of the Association will, 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 will 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 will 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 will be included in any file, except as a portion of an administrative report. There will be no separate personnel files kept in the District.

### **SECTION 9: Layoff and Recall**

Prior to May 15<sup>th</sup> of each year, the Board will, after providing opportunity for input from the staff, parents, community members, and the Association, determine whether the financial resources of the District will 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 will be used to determine which employees remain. 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, required Washington State certifications and endorsements for specific assignments.
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.

Each employee who is not retained for employment will be placed in a pool for consideration for reemployment for the succeeding school year. Such consideration will 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 will be dropped from the pool.

### **SECTION 10: Non-Discrimination**

State and federal laws will be adhered to.

### **SECTION 11: Preparation Time**

- A. Preparation time will be used for professional activities which support learning and teaching, as follows:
1. Amount: Except in cases of emergency, the District will provide preparation time equivalent to one high school period per school day to full-time employees.
  2. Equivalency: To the extent that it is possible, elementary preparation time will be provided in daily blocks equivalent to a high school period. In no case will an elementary preparation period be less than thirty (30)

## **ARTICLE III – PERSONNEL**

minutes. When the District is unable to provide full-time elementary employees with preparation time equivalent to one high school period per day, total elementary preparation time for a full week will equal the sum of the minutes in five high school preparation periods.

3. Specialists: Specialists will have preparation time comparable to other certificated employees.
  4. Duty Free: Preparation time will remain duty-free.
  5. Part-time Employees: Part-time employees will be granted preparation time on a pro-rated basis.
  6. In the event that the District experiences a financial emergency that would require modifying or the scheduling away of planning time (i.e., legislative reduction of state funding, double levy failure), the District maintains the right to do so, in consultation with the Association.
- B. When asked by administration to use their preparation period to cover another staff member's class, certificated employees who choose to do so will be compensated at the per diem rate as set forth in Article III, Section 5-A.

## **ARTICLE IV - PERSONNEL LEAVES**

### **SECTION 1: Sick/Emergency Leave**

- A. A total of twelve (12) working days per year, with full pay, will be allowed each full-time certificated employee as sick and/or emergency leave. For employees commencing employment at the beginning of the contract year, such leave will be granted in the following manner: 12 days in September.
- B. Certificated employees under contract with the District as less than full-time employees will accrue leave in the same proportion as their part-time workday bears to a full-time workday. Certificated employees who contract with the District for less than a full-year (See Article III, Section 3 C.1), will accrue leave on the pro-rated basis that their partial year contract bears to a full-year contract.
- C. When a certificated employee does not complete a contract year and has used sick leave in excess of his/her accrued balance (said balance having been adjusted to reduce the current year's accrual for the incomplete contract year), the hours of leave taken in excess of the balance will be treated as leave without pay and the value of those hours will be deducted from the employee's paycheck. In the event the final paycheck has been issued, the individual will reimburse the District in full within 30 days of receipt of written notification from the District.
- D. Use of Sick/Emergency Leave:
1. Personal Illness, Injury or Disability: The District will grant the use of sick leave to employees for reasons of personal injury, illness, or disability. The District may request a physician's certificate or other suitable proof of illness acceptable to the District.  
  
An 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.
  2. Family Illness: The District will grant the use of sick leave to employees in the event of illness within the immediate family of the employee. For the purposes of this provision, immediate family will mean spouse, domestic partner, child, foster child, parent, parent-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, and grandchild.
  3. Emergency: The District will grant the use of sick/emergency leave to employees in the event the employee has an emergency, defined as a problem that has been suddenly precipitated and where preplanning is not possible and where preplanning could not relieve the necessity for the employee's absence.
- E. Pertaining to the individual employee, at the exhaustion of sick/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.



## **ARTICLE IV - PERSONNEL LEAVES**

### **SECTION 2: Personal Leave**

- A. Personal leave with pay of **three (3)** days each contract year will 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 five (5). The District pays for the cost of substitutes.
- B. Personal Leave Cash-Out: The District will cash out up to **three (3)** personal leave days at the District's daily substitute rate. The cash-out option will be automatically processed for all certificated employees who have accumulated balances of more than **two (2)** personal days at the end of the school year, and who would, in the absence of cashing out the excess days, lose one, ~~or two~~ **or three personal days** (since carryover is limited to **two** days). The cash-out calculation will be made at the end of the school year, and payment will be made in the July payroll check.
- C. All requests to use personal leave will be made through our Absence Management System.
  - 1. Personal leave requests must be made at least two (2) business days before taking such leave, except during May and June (see "D" below).
  - 2. Personal leave may be scheduled for a minimum of one (1) hour at a time.
    - a. All personal leave absences (hourly, half-day or full-day) shall be filled with a substitute if available.
    - b. If a substitute is not available, classroom teachers may cover during their prep periods and be reimbursed.
  - 3. Unless approved by the Superintendent, personal leave requests cannot be made for more than two (2) consecutive days.
  - 4. Unless approved by the Superintendent, personal leave days may not be used during the first and last week of each trimester.
- D. In the months of May and June, no more than two (2) certificated employee's request for personal leave on Mondays and Fridays will be approved unless approved by the Superintendent. 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 – Federal law (FMLA) guarantees eligible employees of the Entiat School district up to twelve (12) weeks of unpaid (or paid), job-protected leave for reasons listed in 'C. Leave Reasons' below.
- 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 Reasons – There are four reasons for which Family and Medical Leave may be granted under the FMLA:
  - 1. For incapacity due to pregnancy, pre-natal medical care, or child birth;
  - 2. To care for the employee's child after birth, or placement for adoption or foster care;
  - 3. To care for the employee's spouse, son/daughter, or parent, who has a serious health condition;
  - 4. For a serious health condition that makes the employee unable to perform the employee's job.

#### Additional Reason: Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for



## **ARTICLE IV - PERSONNEL LEAVES**

alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### **D. Conditions –**

1. Employees are eligible to receive a total of twelve weeks of leave. At the employee's discretion, they may use personal leave, vacation, and sick leave in combination with Family and Medical Leave.
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.

### **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. Probable duration of the condition.

## **ARTICLE IV - PERSONNEL LEAVES**

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: Paid Family Medical Leave (PFML)**

Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by law:

- A. The District shall annually notify employees about the benefits available under PFML.
- B. If applying for PFML, employees must file a claim for PFML benefits with the Employment Security Department (ESD) at the following website: <https://paidleave.wa.gov/get-ready-to-apply/>
- C. All payments will come from the Employment Security Department (ESD).
- D. Employees will need to contact the Employment Security Department to determine the amount of leave available.
- E. To qualify for PFML, employees must work no less than eight hundred and twenty (820) hours in employment in Washington State during the qualifying period.
- F. Employment Security will determine the employee's eligibility and benefit.
- G. Employees may go to [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for information pertaining to this leave.
- H. The District shall continue to pay the employees premium costs. However, If the premium ever increases by more than 100% of the cost in the 2020-2021 school year, the premium for this insurance will be split between the district and employee as specified by law.

### **SECTION 5: Jury Duty and Subpoena Leave**

- A. Leave of absence with pay will be granted for jury duty. The certificated employee will notify the District in a timely manner when notification to serve on jury duty has been received.
- B. Leave of absence, with pay, will be granted, when a certificated employee is subpoenaed to appear in a court of law. The certificated employee so subpoenaed will determine and notify the District of the number of days required for court appearances.

### **SECTION 6: 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 will 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 7: Professional Leave**

- A. The Superintendent may allow certificated employees to attend conferences, seminars, and make visitations, if in the administration's determination, such conferences, seminars, and visitations will increase the certificated employee's competence in the current assignment. Such leave will be with pay, and the District will pay for the cost of a substitute. Travel costs (mileage, meals if trip is overnight, lodging, etc.), and registration fees will usually be paid by the District, but may be paid, in part or in full, by the certificated employee as mutually agreed on a case-by-

## **ARTICLE IV - PERSONNEL LEAVES**

case basis. Requests for such leave must be made in writing on the "Professional Development/Workshop Request Form" at least five (5) days before said conference, seminar, or visitation. Said approved conference, seminar, or visitation must be held within the State of Washington.

### **SECTION 8: Bereavement Leave**

- A. The District will allow each certificated employee a maximum of five (5) days leave upon the death of the employee's spouse, domestic partner, parent, step-parent, child, foster child, sibling, parent-in-law, son- or daughter-in-law, sibling-in-law, grandparent, grandparent-in-law, grandchild, aunt or uncle, or any person living in the immediate household as a member of the family. The deaths of more than one family member resulting from a common occurrence will be treated as a single death with respect to the length of leave granted. One day of bereavement leave may be used for the death of a co-worker or friend, limited to two (2) occurrences per year. Bereavement leave is non-cumulative, must be approved by the Superintendent, and is not deducted from sick leave.

### **SECTION 9: Sick Leave Cash-Out**

- A. Upon the death of an employee while under contract, the employee's estate will 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 sick/emergency leave.
- B. At the option of the certificated employee, the District will cash out accumulated sick leave in excess of 168 days at the rate of one (1) day's pay for every four (4) days accumulated. The calculation will be made at the end of the calendar year, and payment will be made in the February payroll check.
- C. At the time of separation from district employment due to retirement of an eligible employee, the employee will 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.

### **SECTION 10: Leave Sharing**

- A. Right To Donate: Employees may donate sick leave to come to the aid of another District employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which causes or is likely to cause the employee to take leave without pay or terminate his or her employment.
- B. Minimum Accumulation: An employee who has an accrued sick leave balance of more than twenty-two (22) days may donate such leave.
- C. Maximum Donation: Employees are allowed to grant up to six (6) days during any twelve (12) month period.
- D. Limits: Employees cannot donate sick leave days that would result in their sick leave account going below twenty-two (22) days.
- E. Status Of Leave Employees: While an employee is on leave under this section, he or she will be classified as an employee and will receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave. Payment of sick leave will be in accordance with state statutes, rules and regulations.

## **ARTICLE V – INSURANCE BENEFITS**

### **SECTION 1: Group Medical/Dental Insurance**

- A. Effective 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 will be made per month toward the cost of District approved medical/dental insurance plan for full-time equivalent employees. The contribution will be pro-rated for eligible part-time employees. When premiums are listed separately for each, 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. These provisions will expire effective December 31, 2019.
- B. Effective January 1, 2020, the District shall provide qualified employees and their dependents with insurance benefits that align with the rules and regulations set by the School Employees Benefit Board (SEBB).
  - 1. Availability:
    - a) Qualified employees who work or will work a minimum of six hundred thirty (630) hours during the school year (September 1 – August 31).
    - b) Open enrollment is October 1 through November 15 per SEBB.
    - c) SEBB insurance plan information will be provided to eligible employees during orientation or within ten (10) workdays of hire and at each open enrollment.
    - d) Employees are responsible for enrolling online or with forms provided by SEBB.
  - 2. Benefits:
    - a) Qualified employees will be provided SEBB benefits that include medical, dental, vision, basic life and accidental death and dismemberment insurance and long-term disability insurance.
    - b) Employees must select a carrier approved and offered by SEBB.
  - 3. Premiums:
    - a) The District will pay its portion of the monthly premiums as established by SEBB. The District's portion will include payment of the HCA K-12 Retiree Subsidy (carve-out).
    - b) Employees will be responsible for their portion of the premium.
    - c) Any additional premium surcharges will be paid by the employee.

## **ARTICLE VI - TERM OF AGREEMENT**

### **SECTION 1: Term**

This agreement will be effective as of September 1, 2023 and will continue in effect until September 1, 2026. Two re-openers from the Association and three re-openers from the District may be offered for bargaining for each year. (See asterisk \* next page)

This agreement will 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 will automatically be renewed from year to year and will 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 will commence not later than ninety (90) days prior to the expiration date of this agreement.

### **SECTION 2: Ratification**

EXECUTED This 26th DAY OF July, 2023, by the undersigned officers by the authority of and on behalf of the Board of Directors, Entiat School District No. 127, and the Entiat Education Association.

By \_\_\_\_\_ By \_\_\_\_\_  
Board President – Monica Quezada EEA President – TJ Wolsborn

## EXHIBIT A

[illegible]

ENTIAT SCHOOL DISTRICT 127

**TEACHER WORKLOAD RELIEF APPLICATION**

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 workload 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:

Gr. K-1: **25**    Gr. 2-4: **27**    Gr. 5-6: **30**    Gr. 7-12: **30**

2. **How many students in your class fit the following criteria?** (An individual may fit more than one)

Receiving Special Services: \_\_\_\_\_ Mild Learning Disabilities: \_\_\_\_\_

Limited English Speaking: \_\_\_\_\_ Severe Learning Disabilities: \_\_\_\_\_

Non-English Speaking: \_\_\_\_\_ Consistent Mild Behavior Problem: \_\_\_\_\_

Have Shown/Are Prone to Violence: \_\_\_\_\_ Severe Behavior Problem: \_\_\_\_\_

3. **Attach 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.**

4. **Indicate your suggestion/idea for relief of workload condition:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
<For Committee Use Only>

Date Received: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_ Principal's Initials: \_\_\_\_\_

Workload Review Team Recommendation(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

\_\_\_\_\_  
Superintendent Signature

Rev. 9.1.13

