



Glenwood Education Agreement

September 1, 2014 – August 31, 2017

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1 GLENWOOD EDUCATION ASSOCIATION MASTER CONTRACT
2 REVISED 07/30/2014
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5 ARTICLE 1

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7 SECTION 1. DEFINITION OF PARTIES

8
9 This Agreement entered into this 2nd day of September 2014, by and between the
10 Glenwood Education Association, hereinafter called the "Association" affiliated with the
11 Washington Education Association, hereinafter called the "WEA" and the National
12 Education Association, hereinafter called the "NEA, and the Glenwood School District
13 #401, Klickitat County, Washington, hereinafter called the "Board". The signatories
14 shall be the sole parties to the Agreement.
15

16 SECTION 2. RECOGNITION

17
18 The Board hereby recognized the Association as the sole and exclusive bargaining
19 representative for the professional certificated personnel whether under contract, on
20 leave, employed by the Board, or employed by other Districts but teaching in Glenwood.
21 Such representation shall cover all personnel assigned to newly-created professional
22 positions unless such positions are principally supervisory and administrative. Such
23 representation shall exclude the Superintendent and the Principal. The term "teacher"
24 when used hereinafter in the Agreement shall refer to all professional certificated
25 personnel represented by the Association in the bargaining unit as above defined.
26

27 The Board agrees not to negotiate with or recognize any teachers' organization other than
28 the Association for the duration of this Agreement.
29

30 If PERC rules that substitutes may be in the bargaining unit, the parties will meet and
31 negotiate their inclusion.
32
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SECTION 3. STATUS OF THE AGREEMENT

36 The term of this agreement shall be from September 1, 2014 through August 31, 2017.
37 Either party may open up negotiations of two items each year. Negotiations must be in
38 writing and must be initiated by March 1 of any year. To open up more than two items,
39 there must be mutual written agreement by both parties.

40

41 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices
42 of the District contrary to or inconsistent with its terms.

43

44 Any individual teaching contract between the District and a teacher during the life of this
45 Agreement shall be subject to the terms and conditions of this Agreement. If any
46 individual teaching contract contains any language contrary to or inconsistent with the
47 Agreement, this Agreement shall be controlling.

48

SECTION 4. COMPLIANCE OF AGREEMENT

49 All individual teacher personal service contracts shall be subject to and consistent with
50 Washington State Law and the terms and conditions of this Agreement. Any individual
51 teacher personal service contract hereinafter executed shall expressly provide that it is
52 subject to the terms of this and subsequent agreements between the Board and the
53 Association. If any individual teacher personal service contract contains any language
54 inconsistent with this Agreement, this Agreement shall be controlling.

55

SECTION 5. CONFORMITY TO LAW

56 This Agreement shall be governed and construed according to the Constitution and Laws
57 of the State of Washington. If any provision of this Agreement, or any application of this
58 Agreement to any teacher or groups of teachers covered hereby shall be found contrary to
59 law by a tribunal of competent jurisdiction, such provision or application shall have effect
60 only to the extent permitted by law, and all other provisions or applications of the
61 Agreement shall continue in full force and effect.

62

SECTION 6. DISTRIBUTION OF CONTRACT

63 The Association shall print and distribute to all teachers copies of this Agreement within
64 60 days following ratification, signing and proofreading by the District. Additional
65 copies shall be provided to the District and the Association. All teachers new to the
66 District shall be provided a copy of this Agreement by the Association upon issuance of
67 their personal service contract, provided the District informs the Association that such

68 contract has been rendered and gives the name and local address of that individual. A
69 copy of this Agreement shall be available in the District office for inspection for all
70 applicants for teaching positions. Cost will be borne equally by both parties.
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ARTICLE II

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SECTION 1. ASSOCIATION RIGHTS

- 74 a) The Association and its representatives shall have the right to use District
75 buildings for meetings and to transact Association business.
76
- 77 b) Duly authorized representatives of the Association and their respective affiliates
78 shall be permitted to transact official Association business on school property at
79 all reasonable times, provided that this shall not interfere with or interrupt normal
80 school operations. The Association shall schedule building use through the
81 administration.
82
- 83 c) The Association shall be the only teacher organization having the exclusive right
84 to use the school facilities and equipment at reasonable times when such
85 equipment is not otherwise in use. The Association shall pay for the replacement
86 cost of all materials and supplies incident to such use.
87
- 88 d) The Association shall be the only teacher bargaining organization having the right
89 to post notices of activities and matters of Association concern on teacher bulletin
90 boards. The Association may use the District mail service and teacher mailboxes
91 for communication to teachers.
92
- 93 e) The Board agrees to furnish to the Association in response to requests all public
94 information.
95
- 96 f) The right granted herein to the Association shall not be granted or extended to any
97 competing teacher organization.
98
- 99 g) The Board shall place on the agenda of each regular Board meeting and shall
100 consider under "New Business" any matters brought to its attention by the
101 Association so long as those matters are made known to the Superintendent's
102 office forty-eight (48) hours prior to said regular meeting.

103

SECTION 2. MANAGEMENT RIGHTS

104 It is the intention of the parties that all rights, powers, prerogatives, duties, and authority
105 which the said Board now has or had prior to the signing of this Agreement are retained
106 by the Board.

107 When not in conflict with any other provisions of law and this Agreement, such inherent
108 management rights shall include the rights of the Board and administrative agents.

109
110 The Association's recognition of these management rights does not preclude any
111 employee from filing a grievance or seeking a review of the exercise of administrative
112 decisions and application of these management rights.

113 SECTION 3. PAYROLL DEDUCTIONS AND REPRESENTATION FEES

114
115 The Association shall have the right of automatic payroll deduction of membership dues
116 for teachers.

117
118 The Association shall provide an automatic payroll authorization form to each teacher.
119 The teachers shall sign and deliver such authorization to the Association during the
120 enrollment period at the beginning of the school year. Once a teacher has signed the
121 authorization for automatic payroll deductions, dues deductions shall be continuous
122 thereafter.

123
124 The Association shall submit the automatic payroll authorization to the District payroll
125 office for processing. A table of prorated annual dues shall be supplied to the District
126 payroll office by the Association to determine the monthly dues deductions.

127
128 The automatic payroll authorization form shall clearly state that it is understood by the
129 teacher signing the authorization that continuation of dues deductions until the end of the
130 dues period on August 31st of each year is a binding condition for automatic payroll
131 authorization. Revocation of membership shall be made in writing to the Association on
132 the form available from the Association between the beginning of the school year and
133 September 30th, and shall become effective at that time. The Association shall promptly
134 submit notice of such revocation to the District payroll office.

135 *Other Deductions*

136 The District shall upon receipt of authorization from a teacher deduct from the teacher's
137 salary and make appropriate remittance for medical plans, salary insurance, PULSE, and
138 tax sheltered annuities.

139 *Representation Fee Deductions*

140 In the event that any teacher fails to sign and deliver an Assignment of Wages Form as
141 described herein, the Board agrees to deduct from the salary of such teacher a
142 representation fee in an amount equal to membership dues and assessments; provided,
143 however, that teachers who pay the representation fee shall neither be required nor

144 allowed to have a political (PULSE or NEAPAC) contribution deducted. Representation
145 fee deductions shall be handled and transmitted by the Board in the same fashion as
146 membership deductions as provided for in this Article.

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148 This provision shall become effective upon two-thirds approval of the bargaining unit in
149 a secret ballot election certified to the Superintendent by the Association.

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ARTICLE III

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SECTION 1. TEACHER EMPLOYMENT

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155 No position held by a member of the bargaining unit shall be filled by employees outside
156 of the bargaining unit. This provision shall not apply in a strike situation.

157

158 Non-certificated personnel shall not be assigned to perform work in the instructional
159 setting (classroom), which will substitute or replace a teacher in his assignment or
160 employment. All certificated personnel within the bargaining unit shall be placed on the
161 annual salary schedule in accordance with the criteria for salary schedule placement as
162 contained in Section 11 of this Article.

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SECTION 2. DUE PROCESS

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SECTION 3. TEACHER RIGHTS

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a) The Board undertakes and agrees that it will not directly or indirectly discourage,
deprive or coerce any teacher in the enjoyment of any rights conferred by the Act
or other laws of Washington or the Constitutions of Washington and the United

184 States; that it will not discriminate against any teacher with respect to hours,
185 wages, or any terms of conditions of employment by reason of his/her
186 membership in the Association, his/her participation in any legal activities of the
187 Association or collective negotiations with the Board, or his/her institution of any
188 grievance, complaint or proceeding under this Agreement or otherwise with
189 respect to any terms or conditions of employment.
190

191 b) The teachers shall be entitled to full rights of citizenship and no religious or
192 political activities of any teacher or the lack thereof shall be grounds for any
193 discipline or discrimination with respect to the professional employment of such
194 teacher. The private and personal life of any teacher is not within the appropriate
195 concern or attention of the Board, providing it does not interfere with their duties
196 as a teacher.
197

198 c) The provisions of this Agreement shall be applied without regard to domicile,
199 race, creed, religion, color, national origin, age, sex, marital status or physical
200 handicap except as required in accordance with this Agreement or as otherwise
201 provided by law.

202 SECTION 4. CONTROVERSIAL TOPICS

203 a) The District believes that controversial issues are a part of the District's
204 instructional program when related to subject matter in a given grade level or
205 specific curricular field. Employees will use professional judgment in
206 determining the appropriateness of the issue to the curriculum and the maturity of
207 the students.
208

209 b) In the presentation of all controversial issues, every effort will be made to affect a
210 balance of biases, divergent points of view and opportunity for exploration by the
211 students into all sides of the issue.
212

213 c) In discussing controversial issues, the employee will encourage students to
214 express their own views, assuring that it be done in a manner that gives due
215 respect to one another's rights and opinions. When discussing controversial
216 issues, the employee will respect positions other than his own. Students will be
217 encouraged, after class discussions and independent inquiry, to reach their own
218 conclusions regarding controversial issues.

SECTION 5. PERSONNEL FILES

- 220 a) Teachers or former teachers shall upon request have the right to inspect all
221 contents of their complete personnel file kept within the District as well as
222 employment references leaving the District. Upon request, a copy of any
223 documents contained therein shall be afforded the teacher at \$.15 per sheet. No
224 secret, duplicate, alternate or other personnel file shall be kept anywhere in the
225 District. A separate file for processed grievances shall be kept apart from the
226 teacher's personnel file.
227
- 228 b) Any one person, at the teacher's request, may be present in this review.
229
- 230 c) Except in emergent situations, any derogatory material not shown to a teacher ten
231 (10) days before adverse action is brought shall not be allowed as evidence in the
232 grievance or in the disciplinary action against such teacher.
233
- 234 d) No evaluation, correspondence or other material making derogatory reference to a
235 teacher's competence, character or manner shall be kept or placed in the
236 personnel file without the teacher's exclusive right to attach his/her own written
237 comments.
238
- 239 e) All information forming the basis for any reprimand, warning, discipline or
240 adverse effect shall be limited to matters and events occurring within 24 months.
241
- 242 f) Upon request by the teacher, the principal or his/her official designee shall sign an
243 inventory sheet to verify contents of the personnel file at the time of inspection by
244 said teacher.

SECTION 6. TEACHER PROTECTION

- 246 a) The Board agrees to save teachers harmless and defend from any financial loss,
247 including reasonable attorney's fees for actions arising out of any claim, demand,
248 suit, criminal prosecution or judgment by reason of any act or failure to act by
249 such teacher, within or without the school building, provided such employee, at
250 the time of the act or omission complained of, was acting within the scope of his
251 or her employment or under the direction of the Board, to the extent of the
252 District's errors and omissions policy.
253
- 254 b) Any case of assault upon a teacher shall be promptly reported to the Board or its
255 designated representative. The Board will cooperate in prosecution or defense of
256 an action resulting from an assault on a teacher occurring while in the
257 performance of his/her duties.

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- c) Whenever a teacher is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, including travel between work places, the teacher will be paid full salary for the period of absence less the amount of any Workman's Compensation award made for the disability due to said injury for the remainder of his/her teaching contract year.
- d) The Board will reimburse teachers for loss, damage or destruction of clothing or personal property of the teacher incurred while in the performance of their duties. To be eligible for reimbursement, al personal property to be kept at the school must be documented and submitted to the Superintendent.
- e) A teacher may at all times use such reasonable force as is necessary to protect himself or herself, a fellow teacher, administrator or a student from physical injury.

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SECTION 7. NON PROFESSIONAL DUTIES

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Teachers shall not be required to perform non-professional duties, including but not limited to, food distribution, supervision of cafeterias, bus loading or unloading, supervision of playgrounds and collecting money from students, except where there is an unavailability of personnel due to lack of funds or illness.

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SECTION 8. WORK DAY

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- a) Teachers shall begin their workday thirty (30) minutes before students' school day begins and shall continue until (30) minutes after the students' school day ends. The total length of the workday shall not exceed seven and three-fourths (7.75) continuous hours for all teachers. The teachers' total instructional time shall not exceed three hundred fifteen (315) minutes per day.
- b) All teachers shall have at least forty-five (45) continuous minutes of preparation time during each workday. The use of this preparation time may be determined by the teacher, but it shall be used for its intended purpose. Teachers will have their preparation times assigned.
- c) Teachers who are required in the course of their employment to travel between buildings shall be scheduled to provide sufficient time for such travel.

- 294 d) Teachers of music, art, physical education, laboratory sciences, librarians (if they
295 are teaching classes), speech therapists, reading consultants, visiting teachers,
296 counselors and all special education teachers shall be provided with relief and
297 preparation time to the same extent as other teachers in the District.
298
- 299 e) All teachers shall have a duty-free lunch period of not less than thirty (30)
300 continuous minutes.
301
- 302 f) On Friday teachers shall be allowed to leave following student dismissal, with the
303 approval of the principal.
304
- 305 g) Building faculty meetings shall not exceed thirty (30) minutes beyond the regular
306 teacher workday.
307
- 308 h) A principal or his/her designee may expect a teacher to cover classes in case of
309 emergency only.
310
- 311 i) In the event a teacher teaches another teacher's class during his/her preparation
312 period, he/she shall receive \$30 for each class period taught.
313
- 314 j) There will be no change in the number of class periods without mutual agreement
315 between the School Administration and the Teachers. If they cannot mutually
316 agree, the School Board will decide the number of class periods.

317 SECTION 9. HEALTH BENEFITS

318 Health Benefits will be paid at the State funded level reduced by the State Retirement
319 Carve Out. The District must comply with the State Statutes regarding health benefit
320 pooling. Amounts above primary health benefits which include medical, dental, vision
321 and life insurance may be used for other insurance programs or VEBA's as long as the
322 pooling requirements are maintained. Primary health insurance plans require 100%
323 participation of eligible members.

324 *Payment of Premiums*

325 The Board shall make payment of all premiums for each teacher to assure coverage for
326 the full twelve-month period commencing September 1 and ending August 31. If a
327 teacher terminates his/her employment prior to June, coverage of insurance shall
328 terminate at the end of the month in which termination occurred. When necessary,
329 premiums in behalf of the teacher shall be made retroactively or prospectively to assure
330 uninterrupted participation and coverage.

331

Tax-Shelter Annuities

332 Teachers may participate in tax-sheltered annuity programs approved by the Association
333 and the Board at their own expense.
334

335

SECTION 10. PAYMENT PROVISIONS

336

337 a) All teachers shall be paid in twelve (12) monthly installments. Each check shall
338 contain one twelfth (1/12) of the contracted salary. Payroll checks shall be issued
339 to the teacher on or before the last business day of each month.
340

341

342 b) In the event of a mistake in payment resulting in underpayment, corrections shall
343 be made on or before the next pay period. When an overpayment is made,
344 repayment deductions will be prorated over the remaining pay periods.

345

346 c) All compensation owed to a teacher who is leaving the District shall, upon request
347 thirty (30) days in advance of their last workday, be paid at the next pay period
348 after their final day of work.

349

350 d) Teachers Basic Salary – Schedule A – The certified salary schedule will be the
351 state-wide salary schedule determined by O.S.P.I. during the length of this three-
352 year contract.

353

354 e) If work done outside of normal teaching hours is compensated, it will be
compensated on a per diem basis through a supplemental contract.

355

SECTION 11. PROVISIONS GOVERNING TEACHERS' SALARY SCHEDULE

356 All beginning teachers' salaries shall commence on salary schedule step 00-00, except
357 that if the teacher can show he/she was eligible for the BA at an earlier date than it was
358 taken. Hours earned after such date shall be applicable for advanced placement on the
359 schedule provided that a BA has been received and such credits are applicable to the 5th
360 year program.
361

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Index:

363 Increments for experience, education and advanced degrees will be in accordance with
364 the index shown on the State Leap Document 1Sa. The certified salary schedule is

365 subject to compliance guidelines and regulations established by the State Superintendent
366 of Public Instruction. No additional local funds are to be provided by the District and an
367 adjustment will be made to ensure compliance regardless of whether the adjustment
368 entails either an increase or decrease in salaries and benefits presently being paid.
369

370 *Education Credits:*

371
372 Education credits will be granted in compliance with the State Leap Schedule. The
373 District will accept those credits that the State will pay for.
374

375 Credit for education experience shall be given when evidence of such credit is filed with
376 the District. Such evidence should be in the form of official college transcripts and
377 should be filed with the District's business office no later than October 10th. If for some
378 circumstance beyond the control of the teacher, the college transcripts or grade reports
379 are not available and the District has been advised by the college, the teacher shall be
380 granted the allowance for credit. The District will provide to the staff, when available,
381 notice of available accredited college courses throughout the year to be held in this
382 District or surrounding districts.

383 *Experience Credits:*

384 Credit shall be given for experience. In computing credit for experience, credit will be
385 given for the whole year, provided the teacher was employed for not less than two (2)
386 trimesters.
387

388 *Out-Of-State Credit:*

389 Teachers hired from out-of-state shall be given the same credit consideration, rights and
390 benefits as those hired within state or those presently working for the District.
391

392 *Change in Classification:*

393
394 Classification on the salary schedule for experience and education shall be for the full
395 school year. After October 31, no change in classification will be made.

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SECTION 12. LEAVES

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Sick Leave:

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Family Illness Leave:

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432 Teachers shall, upon request, be granted a leave of absence with pay when such absence
433 is occasioned by the illness of a member of the immediate family (parents, guardians,
434 children and spouse) and shall be deducted from sick leave.
435

436 *Maternity And Child Care Leave:*

437
438 A teacher requesting maternity leave should give written notice to the District at least two
439 (2) weeks prior to commencement of said leave. The written request for maternity leave
440 should include a statement as to the expected date of the return to employment; and
441 within thirty (30) days after childbirth, the teacher shall inform the District of the specific
442 day when she will return to work. Sick leave shall be granted under provisions in this
443 Agreement. In the event sick leave has been exhausted, the employee shall be granted an
444 extended leave of absence without pay to cover the period of disability. Any further
445 leave may be granted under "Other Leaves".
446

447 *Adoption Leave:*

448
449 A teacher adopting a child shall notify the District in writing of the intent to take adoption
450 leave stating the expected dates of commencement of leave and return to employment.
451 Adoption leave may be granted without pay for a period not to exceed one (1) year. A
452 teacher returning from adoption leave shall be placed in a position for which he or she is
453 qualified.

454

Bereavement Leave:

455 *Immediate Family*

456

457 Absence for bereavement up to five days per occurrence shall include death in the
458 immediate family (parent, parent-in-law, brother, sister, spouse, child, or member of the
459 family living in the employee's household).

460 *Other Relatives*

461 Absence for bereavement up to two days per occurrence shall include other relatives.

462

463 *Close Friend*

464 Absence for bereavement for close friends up to two days. The teacher will reimburse
465 the District for the cost of the substitute(s) at the current rate including benefits if
466 applicable.

467

468

Personal Leave:

469

470 A teacher may, for personal reasons, request up to three (3) days personal leave per year.
471 Personal leave shall be non-accumulative and shall not be taken during the first three (3)
472 weeks or the last three (3) weeks of the school year except at the discretion of the
473 Superintendent. Personal leave must be arranged five working days prior to day/days
474 designated by the teacher. Up to two (2) unused personal leave days will roll-over to the
475 next school year to a maximum total of five in any given school year.

476

477

Jury Duty and Subpoena Leave:

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479 Leaves of absence with pay may be granted for jury duty. Any compensation received
480 for jury duty performed on contracted days shall be deducted from the teacher's salary.
481 The teacher shall notify the District when notification to serve on jury duty is received.

482

483 Leaves of absence with pay shall be granted when a teacher is subpoenaed to appear in a
484 court of law, provided that such subpoena is not proven to be as a result of a teacher's

485 wrong doing. In such a case as well as in the case of a subpoena issued by the
486 Association, the individual or the Association as appropriate will pay the substitute. In
487 cases where the District pays for the substitute, if any witness fees are paid, that amount
488 shall be deducted from the teacher's regular pay.
489

490 *Military Leave:*

491
492 Teachers shall be granted a military leave of absence without pay when such leave is
493 occasioned by induction into the armed services. While on leave, the teacher shall retain
494 all benefits as though employment had been continuous in the District.
495

496 Upon return from leave, the teacher shall be placed in the position last held or a similar
497 position in the District. Military leave of absence is construed as regular service in regard
498 to salary increments.
499

500 Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard or
501 Marine Reserve of the United States shall be granted military leave of absence from
502 his/her teaching assignment for a period not exceeding fifteen (15) calendar days during
503 each year. The teacher shall receive his/her normal District pay and there shall be no loss
504 of privileges, vacations or sick leave to which he/she might otherwise be entitled.
505

506 *Attendance at Meetings and Conferences:*

507
508 Meetings, conferences, symposiums and seminars at which concerns vital to the
509 profession are the subject of discussions are recognized by the District as an inherent part
510 of the teachers' professional obligation.
511

512 Such leaves may be granted by request to the Superintendent of Schools on one of the
513 following bases:
514

515 *Full Payment Leave:*

516
517 Substitute and necessary expenses paid by the District. This category applies to teachers
518 authorized by the Board to represent the District at professional conferences, meetings,
519 symposiums and seminars.
520

521

Partial Payment Leave:

522

Substitute paid by the District

523 Necessary expenses paid by teacher or outside agency.

524

525 This category applies to teachers authorized by the Board to represent the District in
526 cooperation with outside agencies at conferences, meetings, symposiums and seminars.

527

528

Substitute provided by the Association

529

530 This category applies to teachers who are authorized and selected by the Association to
531 be in attendance at professional conferences, meetings, symposiums and seminars.

532 Whenever possible, notification of leave shall be submitted by the Association President
533 in writing to the Administration one week before the leave is to take effect.

534

535 The Association President and the teacher shall be informed of the arrangements made
536 for the leave. The Principal shall be responsible for securing a substitute.

537

538

Association Leave:

539

540 a) Five (5) days of professional leave shall be provided for Association business.

541 This applies to members of the Association for meetings or conferences,
542 negotiations when mutually agreed to or other Association business. The five (5)
543 days shall be provided for the total staff and this provision shall not be interpreted
544 to mean that five (5) days leave may apply to each Association officer or staff
545 member.

546

547 b) Requests for leave shall be submitted in writing by the Association President to
548 the Superintendent two (2) days before the leave is to take effect. The reason for
549 the leave is to be clearly stated.

550

551 c) The Superintendent shall acknowledge receipt of the request to the Association
552 President, the Principal and the employee taking such leave. The Principal shall
553 be responsible for securing a substitute when necessary and the cost of the
554 substitute shall be paid by the Association. Upon return from leave, the employee
555 shall complete the proper leave form as provided by the District.

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Other Leaves:

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- a) Leaves of absence of up to one (1) year with or without pay may be granted teachers for the purposes of study, travel, recuperation, child care, teaching in another school district, working in a professionally related field, Association or Association related business.
- b) A leave of absence without pay for one (1) year entitles a teacher to a normal salary increment. Upon return from leave, the teacher shall be placed in the position last held or in a position for which he/she is qualified.
- c) Upon request by the teacher, such leave may be renewed for up to one (1) additional year.

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SECTION 13. TEACHER WORK YEAR

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- a) The total teacher contracted workdays for the school year shall be 183 (180 school days plus three paid non-student days). The non-student days will be compensated through a supplemental contract at the rate of \$200.00 per day. Two (2) non-student days shall be scheduled during the week immediately before each school year, and one (1) day shall be scheduled during the week immediately after each school year at the mutual agreement of the District and the Association.
- b) There shall be no deviation from or change in the work days except by mutual agreement of the Board and the Association, except in emergent situations.

584

Calendar

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The Calendar shall be determined by a committee consisting of school board members, teachers, and administration.

588

Inclement Weather/Building Closure:

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- a) When schools are closed because of inclement weather, ice, snow or other emergencies, employees shall not be required to report to work.

- 592 b) When schools are closed early because of inclement weather, ice, snow or other
593 emergencies, employees in the bargaining unit shall be permitted to leave
594 immediately after students are dismissed.
595
- 596 c) Employees shall suffer no loss in wages, benefits, or other contractual or statutory
597 advantages as a result of such work rules. It is understood that school days
598 missed will be made up.
599

600 SECTION 14. STUDENT DISCIPLINE

- 601 a) In the maintenance of a sound learning environment, the District shall expect
602 acceptable behavior on the part of all students who attend schools in the District.
603 Discipline shall be enforced fairly and consistently regardless of race, creed, sex
604 or status. Such discipline shall be consistent with applicable federal and State
605 laws.
606
- 607 b) The Board and Superintendent shall support and uphold teachers in their efforts to
608 maintain discipline in the District, and shall give immediate response to all
609 teachers' requests regarding discipline problems. Further, the authority of teachers
610 to use prudent disciplinary measures for the safety and well-being of students and
611 teachers is supported by the Board. In the exercise of authority by a teacher to
612 control and maintain order and discipline, the teacher may use reasonable and
613 professional judgment concerning matters not provided for by specific policies
614 adopted by the Board and not inconsistent with federal and State laws or
615 regulations.
616
- 617 c) Before re-admittance to class after expulsion or suspension pursuant to statute,
618 there shall be an agreement finalized between the student, parent or guardian,
619 principal and the teacher specifying the future behavior expectations of the
620 student.
621
- 622 d) The District shall provide an instruction session(s) for all teachers concerning the
623 District's student code. These seminars shall be held during one of the two non-
624 student days prior to the school year. The District will consider input from the
625 Association regarding the sessions' design and content.

626 SECTION 15. IN-SERVICE TRAINING

627 Expenses for in-service training shall be provided or reimbursed to the teacher for each
628 in-service session attended. Such reimbursement shall include transportation, room and
629 board, meals, registration or fees and materials.

630

SECTION 16. TRAVEL

631 The School District van will be used whenever it is available. When not available
632 teachers utilizing their private automobile to travel on authorized school business shall be
633 compensated at the Washington State mileage rate for privately owned vehicles published
634 by the Office of Financial Management in the State Administration and Accounting
635 Manual.

636

SECTION 17. CLASSROOM VISITATION

637 To provide citizens of the District the opportunity to visit classrooms with the least
638 interruption to the teaching process, the following guidelines are set forth:

639

- 640 a) All visitors to a classroom are expected to obtain the approval of the principal.
641 The principal will arrange a definite time for all scheduled visitations which meets
642 the approval of the teacher. No teacher may indefinitely or unreasonably delay
643 such a visitation. In emergent visitations, such approval may not be possible.
644
- 645 b) For scheduled visitations, the teacher shall be afforded 24hr notice of the
646 visitation, and the opportunity upon request to confer with the classroom visitor
647 before and/or after the visitation. For emergent visitations such conference will
648 occur if possible.
649
- 650 c) The District shall not be responsible for the cooperation or lack thereof of visitors.
651

652

SECTION 18. EVALUATION PROCEDURE

653 See attached Memorandum of Understanding.

654

655 SECTION 19. ASSIGNMENT, VACANCIES, PROMOTION AND TRANSFER

656

657

General Provisions:

658 To assure that pupils are taught by teachers working within their areas of competence,
659 teachers shall not be assigned, except in accordance with the regulations of the State
660 Board of Education, to subjects, grades and/or other classes outside their teaching

661 certificates and/or their major or minor fields of study or qualification in specialty areas,
662 unless the provisions of lay-off and recall procedures require otherwise. Teachers shall
663 be notified in writing not later than May 30 of any changes in their programs and
664 schedules for the ensuing school year, including teaching programs, assignments, and
665 special assignments. Unanticipated staff vacancies may necessitate changes after the
666 May 30 deadline.
667

668 *Voluntary Transfer:*

- 669 a) In the determination of assignments and transfers, the convenience and work of
670 the teacher shall be considered to the extent that these considerations do not
671 conflict with the educational program. As to teachers who desire a transfer or
672 reassignment, the following procedure shall be used:
673
- 674 b) The teacher shall complete a request form by February 15 which shall be kept on
675 file by the District.
676
- 677 c) Employment of any new teacher for a specific position shall not be made until all
678 those teachers who have a pending request for transfer or reassignment have been
679 found by the Superintendent to be unqualified for the position.
680
- 681 d) At least thirty (30) days prior to the beginning of the school year, the
682 Superintendent or his/her designee shall notify, in writing and by personal
683 conference, each teacher whose request for transfer or reassignment was not
684 granted and the reason(s) for not granting the request. To assure that teachers are
685 given every consideration in filling any vacancies or newly created positions
686 which occur at any time within the District, the following procedure shall be used:
687
- 688 e) All vacancies and new positions including summer schools, extra-curricular
689 activities and positions for special programs which are funded through the District
690 shall be publicized to the staff and Association through a written notice which
691 shall be distributed to each teacher as far in advance of the date of the opening of
692 any vacancy or new position as possible.
693
- 694 f) Said notice of vacancy or new position shall clearly set forth the qualifications for
695 the position and procedures for applying.
696
- 697 g) All vacancies or new positions shall be filled on the basis of qualifications for the
698 position.
699
- 700 h) The District shall make all possible effort to fill vacancies and new positions with
701 their present teaching staff before out of District hiring takes place.
702

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SECTION 20. LAY OFF AND RECALL

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- a) The term “lay off” as used herein refers to action by the Board reducing the number of teachers in the District due to lack of funds or reduction in the educational program. It does not refer to decisions to discharge or non-renew an individual teacher for cause.
- b) Teachers with valid contracts will not be laid off during any school year. All lay offs will be effectuated at the start of the following school year. In the event of lay off, the Board shall provide written notice to all affected teachers on or before May 15 of the school year preceding the year in which lay off would occur.
- c) In the event that the Board anticipates a lay off of teachers, the board will notify the Association at least thirty (30) calendar days before May 15 and shall provide the Association with a detailed report on the financial affairs of the District.
- d) The Board shall make available to the Association an accurate up-to-date account of all voluntary gifts, contributions, donations, bequests, or pledges to the District. All such funds shall be placed in the general fund for operational expenditures if not earmarked for any specific program(s) of the District by the donor. Where anticipated revenues are categorical and depend upon actual expenditures rather than budgeted amounts, the Board shall maintain these programs only to the limit of the categorical support.
- e) During any lay-off action based on lack of sufficient funds, extra-curricular activities will be discontinued when such expenditure could be used to retain staff in the District. If the lack of sufficient funds is due to declining enrollment then extra-curricular activities will not be discontinued.

Seniority

- a) Lay off shall be by seniority only except as modified by the provisions of this Article as hereafter established. Seniority is defined as length of service within the District as of the teacher’s first working day; provided that any teacher employed or to be employed by the Board shall be granted full seniority credit for each year or portion thereof for teaching experience from any district(s) in the State of Washington.

- 741 b) In the event of more than one individual teacher having the same seniority
742 ranking, all teachers so affected will be ranked in accordance with the total
743 seniority as employees in the District from greatest to least.
744
- 745 c) In the event of more than one individual teacher having the same seniority
746 ranking after applying the above provision, all teachers so affected shall
747 participate in a drawing, by lot, to determine position on the seniority list. The
748 Association and all teachers so affected shall be notified in writing of the date,
749 place and time of the drawing. The drawing shall be conducted openly and at a
750 time and place which will allow affected teachers and the Association to be in
751 attendance.
752

753

Lay-off Procedure

754

- 755 a) In an effort to eliminate the necessity for lay-offs, the District shall ascertain
756 before lay-off notices are issued the number of certificated positions which will be
757 open for the following school year by reason of retirements and resignations.
758
- 759 b) Before the implementation of the reduction in force procedure, the entire
760 certificated staff shall be offered the opportunity to make written application for a
761 year's leave of absence. Such leave of absence shall be granted and shall entitle
762 said person to the same seniority rights at the beginning of the ensuing year as
763 he/she would normally have under the District's leave policy. Should revenue not
764 be available to re-employ said individuals the ensuing year, leave upon request
765 shall be extended for an additional year.
766
- 767 c) In the event it becomes necessary to lay off any teacher, the following procedure
768 will be implemented:
769
- 770 d) The staff requirements and projected student enrollments for the District will be
771 listed.
772
- 773 e) Staff selection to fill all staffing requirements will be made from the seniority list
774 in descending order from highest to lowest position; provided, that teachers so
775 selected must have either an academic major or minor in the subject areas to be
776 taught or be able to demonstrate to the satisfaction of the superintendent
777 capabilities of satisfactorily filling the vacated positions and where teaching
778 assignments require special certification by state regulations, such assignments
779 shall be filled with teachers currently holding such special certificates. Part-time
780 employees will be credited with ½ year lay-off seniority for each year of part-time
781 employment.
782

- 783 f) The decision by the Superintendent regarding teachers' "capabilities of
784 satisfactorily filling" positions may be subjected to arbitration by an affected
785 teacher or teachers. In which case arbitration procedures out-lined in section
786 titled "Grievance Procedure" of this Agreement shall be followed.
787
- 788 g) Teachers currently assigned in full-time teaching positions shall be first assigned
789 to all full-time teaching positions consistent with part-time teaching positions but
790 may choose to accept such a position on voluntary basis.
791
- 792 h) Teachers currently assigned in part-time teaching positions shall be assigned to
793 part-time teaching positions only, consistent with their individual seniority
794 provided no part-time teacher with less seniority shall be assigned to any part-
795 time teaching position unless such a position is declined by all teachers (full and
796 part-time) with greater seniority.
797
- 798 i) Any full-time teacher who accepts a part-time position shall be re-employed for
799 the ensuing school year at the same position and/or level, with no loss of rights,
800 benefits, or seniority which would have normally accrued had he/she been
801 employed full-time during the school year.
802
- 803 j) The annual evaluation of teachers shall bear the notation that the assignment upon
804 which they are being evaluated is an emergency assignment outside of their major
805 area.
806
- 807 k) Teachers who are laid-off will be informed of how to apply for unemployment
808 compensation including being informed of where they should report to apply for
809 such compensation.
810
- 811 l) Teachers on lay off shall be placed in a rehiring employment pool and ranked by
812 seniority therein. A laid off teacher shall remain in the employment pool for two
813 years or until he/she submits a written resignation or finds certificated
814 employment elsewhere. No teacher shall be hired from outside of the Glenwood
815 School District unless all teachers in the employment pool have been found
816 unqualified for the position.

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Recall Procedure

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- a) Teachers on lay off shall first be recalled by seniority, unless special certification requires otherwise. Teachers will be considered recalled when they have received their individual service contract.
- b) Teachers who were previously assigned to full-time teaching positions shall have the option of accepting any part-time teaching position that may exist without jeopardizing his or her recall status for any full-time position.
- c) The board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears in the board's records shall be conclusive when used in connection with lay-offs, recall or other notice to the teacher.
- d) Any teacher so notified shall respond within seven (7) calendar days from receipt of said notice whether the teacher accepts or rejects the position. Reporting date shall be arranged with the Superintendent. If a teacher rejects a position for which he/she is certificated to teach and such position is offered consistent with the aforementioned provisions of this Article, the teacher shall be considered to have resigned from the employ of the District and all benefits shall cease at that time.

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Lay-off Benefits

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- a) If allowed by the insurance carrier, teachers in the employment pool may remain in the District insurance programs by remitting the monthly premiums to the District.
- b) All positions of substitute teachers in the Glenwood District shall be offered to teachers in the employment pool, in rotating alphabetical order, before any other person is offered such position.
- c) All benefits to which a teacher was entitled at the time of his/her lay-off, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to the teacher upon his or her return to active employment and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

857

Applicability

858

859 This provision shall only apply to those districts who have ratified its provisions.

860

Grievance Procedure

861

862 A claim by a teacher or the Association that there has been a violation, misinterpretation
863 or misapplication of any provision of this Agreement to the detriment of the claimant
864 may be processed as a grievance as hereinafter provided.

865

866 In the event that a teacher believes there is a basis for a grievance, the teacher may first
867 discuss the alleged grievance with his/her building principal or other appropriate
868 supervisor either personally or accompanied by his/her Association representative. If the
869 grievance is not thus resolved, formal grievance procedures may be instituted.

870

871 Step 1. The grievant may invoke the formal grievance procedure through the Association
872 on the grievance form which will be available in each building. A copy of the grievance
873 form shall be delivered to the principal or appropriate supervisor. If the grievance
874 involves more than one school building, it may be filed with the Superintendent or a
875 representative designated by the Superintendent. A grievance must be filed within fifteen
876 (15) days of the occurrence of which he complains.

877

878 Step 2. If the grievant is not satisfied with the disposition of the grievance, or if no
879 disposition has been made within five (5) school days of such meeting (or ten (10) school
880 days from date of filing, whichever shall be later), the grievance shall be transmitted to
881 the Superintendent. Within five (5) school days the Superintendent or his designee shall
882 meet with the grievant on the grievance and shall indicate his/her disposition of the
883 grievance in writing within five (5) school days of such meeting, and shall furnish a copy
884 thereof to the Association.

885

886 Step 3. If the grievance is not settled in Step 2 and the teacher wishes to appeal the
887 grievance to Step 3, the grievant may appeal the Superintendent's disposition directly to
888 the Board through the Superintendent. If the teacher does not submit a written appeal
889 within ten (10) days, the grievance will be deemed waived. If the grievant appeals the
890 grievance to the Board as provided, the Board shall within ten (10) days, hold a hearing.
891 If administrators or other staff members are involved, they shall be present to present the
892 facts as they see them. The Board shall within ten (10) days of the grievance hearing
893 present its decision with respect to the grievance.

894

895 Step 4. If the grievant is not satisfied with the disposition of the grievance by the Board
896 or if no disposition has been made within the period above provided, the grievance at the
897 option of either of the parties hereto may be submitted before an impartial arbitrator. The

898 Association shall initiate arbitration by giving the Superintendent written notice of its
899 intent to arbitrate within five (5) school days of receipt of the written disposition of the
900 Superintendent. The American Arbitration Association rules shall govern the arbitration
901 proceedings, unless otherwise agreed to in writing. The Board and the Association shall
902 not be permitted to assert in such arbitration proceeding any ground rule or to rely on any
903 evidence not previously disclosed in Steps 1 and 2. The decision of the arbitrator, when
904 acting within his jurisdiction, shall be final and binding upon both parties.
905

906 *Exclusions from Arbitration*

907
908 Excluded from binding arbitration shall be:
909
910 The evaluator's decision regarding the substance of evaluation.
911
912 Assignment, Vacancies, Promotion and Transfer.
913

914 *Arbitration Costs*

915
916 Each party shall bear its own costs of arbitration except that the fees and charges of the
917 arbitrator shall be shared equally by the parties.
918

919 *Jurisdiction of the Arbitrator*

920
921 The arbitrator shall have no power to alter, add to, or subtract from the terms of the
922 Agreement. The arbitrator shall decide only the interpretation and application of this
923 Agreement. Upon request of either party, the merits of a grievance and the determination
924 of the jurisdiction of the arbitrator shall be consolidated.
925
926 In the event that the arbitrator's award is unsuccessfully challenged in court, the
927 challenging party shall be liable for the reasonable costs and attorney's fees of the
928 prevailing party.
929

930 *Time Limits*

931

932 The time limits provided in this Article shall be strictly observed unless extended by
933 written agreement of the parties. In the event a grievance is filed after May 15 of any
934 year, the board shall use its best efforts to process such grievance prior to the end of the
935 school term or as soon thereafter as possible. Failure of the Association to proceed with
936 its grievance within the times hereinbefore provided shall result in the dismissal of the
937 grievance. Failure of the Board or its representative to take the required action within the
938 times provided shall entitle the Association to proceed to the next step on the grievance
939 procedure.
940

941 *Grievance and Arbitration Hearings*

942
943 All hearings and conferences pursuant to this grievance procedure shall be scheduled at a
944 time and place which will afford a reasonable opportunity for all parties entitled to attend
945 to be present, including any and all witnesses. Every effort will be made to avoid
946 disruption of the operation of the District.
947

948 *Individual Complaints*

949
950 In accordance with RCW 41.59.090 any teacher may at any time present his grievance to
951 the district and have his grievance adjusted without the intervention of the Association, as
952 long as the Association has been given an opportunity to be present at the adjustment and
953 to make its views known, and as long as the adjustment is not inconsistent with the terms
954 of this Agreement.

955

Continuity of Grievance

956

957 Notwithstanding the expiration of this Agreement, any claim or grievance arising
958 hereunder may be processed through the grievance procedure as set forth herein until
959 resolution.

960

961

SECTION 23. CERTIFICATED EMPLOYEE'S DECISION TO LEAVE DISTRICT
962 AFTER CONTRACT RENEWAL

963

964 A certificated employee who has signed his/her Letter of Intent to Teach with the District
965 has until July 1 to seek employment outside the Glenwood School District. After July 1,
966 at the discretion of the District, a teacher may be released from their contract if a suitable
967 replacement is available for hire.

SCHEDULE A

RATIFICATION

Between

Glenwood School District 401

and

Glenwood Education Association

All of the terms and conditions of the contract between the two parties stated above is effective from September 1, 2014 through August 31, 2017.

Dated this _____ day of _____ 2014.

For the Association:

For the District:

