

**PREAMBLE**

This Collective Bargaining Agreement (hereinafter referred to as "Agreement") is made and entered into between Deer Park School District No. 414 (hereinafter referred to as the "District") and the Deer Park Education Association (hereinafter referred to as the "Association"), also referred to as "the parties".

The District and the Association agree that the provision of efficient and effective educational services is a primary purpose of this Agreement, as well as the establishment of rates of pay and working conditions for employees of the District. This Agreement has been reached through the process of collective bargaining pursuant to RCW 41.59 with the objective of serving the aforementioned purposes and with the further objective of fostering good labor-management relations between the District and its employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences are intended in all respects to be in the public interest.

This bargain was arrived at through a collaborative process and it is the intention of both bargaining teams that we will strive to make decisions collaboratively within the District. (2009)

## **ARTICLE I - ADMINISTRATION AND GENERAL**

### **Section 1: Definition of Terms**

- A. The term "District" shall mean the Deer Park School District Number 414, Spokane County, Washington State; or its agents.
- B. The term "Board" shall mean the Board of Directors of the Deer Park District.
- C. The term "Association" or "DPEA" shall mean the Deer Park Education Association, which is affiliated with the Washington Education Association, the National Education Association and the WEA-Eastern Washington Council.
- D. The term "Parties" shall mean the District and the Association.
- E. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
- F. The term "Employee" shall mean any member of the bargaining unit as set out in this Agreement. Unless the context in which they are used clearly requires otherwise, words used in the contract denoting gender shall include both the masculine and feminine.
- G. Unless otherwise expressly stated, the term "day" shall mean employee work day.
- H. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
- I. The term "President" shall mean the President of the Association or his/her designee.
- J. The term "contract" shall mean the individual employee's contract issued to and signed by each employee.
- K. The term "supplemental contract" shall mean that contract issued and signed for special and supplemental assignments and shall be in accordance with current statutory provisions.
- L. The term "Seniority" shall mean years of certificated experience in the state of Washington unless otherwise specified in this agreement.
- M. The term "RCW" shall mean the Revised Code of Washington.
- N. The term "WAC" shall mean the Washington Administrative Code.
- O. The term "SPI" shall mean the Washington State Superintendent of Public Instruction or his/her office.
- P. The term "PERC" shall mean the Washington State Public Employee Relations Commission.

### **Section 2: Recognition**

- A. The District recognizes the Association as the exclusive bargaining representative for all regular, contracted, certificated employees including short-term and long-term substitutes. ~~except for the following exclusions: District personnel not subject to the terms and conditions of this Agreement include the superintendent, principals, assistant principals, any employee who has a preponderance of supervisory duties and functions pursuant to RCW 41.59.020 and who works half time or more per week, which duties and functions are separate from a classroom teaching~~

~~assignment supervisors, substitutes who have worked fewer than thirty (30) days in the past calendar year, emergency substitutes, and employees excluded pursuant to RCW 41.59.020.~~

~~B. Substitute personnel who have not substituted twenty (20) consecutive days in the same position in the school year or thirty (30) casual days in any twelve month period.~~

### Definitions

#### Section : Short-term Substitutes

Short-term substitutes are ~~all those who are not identified in E2 and E3 below. They are not members of the bargaining unit~~ defined as employees who work more than thirty (30) casual days in a twelve (12) month period and who continue to be available for employment as substitutes. Short-term substitutes will be paid the established substitute rate. Short-term substitutes have no rights under this agreement except as expressly provided

#### Section : Long-term Substitutes

- A. Long-term substitutes are defined as those who work more than twenty (20) consecutive days in the same assignment within one (1) school year ~~or thirty (30) casual days in a twelve month period and who continue to be available for employment as substitutes.~~ Long-term substitutes have no rights under this agreement except as expressly provided. **(2015)**
- B. Long-term substitutes in the consecutive day category shall be paid monthly a per diem effective with the 21<sup>st</sup> day in the same assignment according to their placement on the salary schedule. Mistakes in payment will be corrected as promptly as possible, giving due regard to avoiding creating an employee hardship.
- C. Long-term substitutes who work more than twenty (20) consecutive days in the same assignment but are not on a leave replacement contract as described in (3) below will be given ~~one (1) day off without pay for every twenty (20) days worked without constituting a break in service.~~ one (1) hour of sick leave for every forty (40) hours worked. They may use this accrued sick leave when they are normally scheduled to work. Long-term substitutes in this category will have access to ~~Article IV, Section 4~~ Article IV, Section 7 of this agreement. With approval of the superintendent or designee, a long-term substitute may be granted additional leave without pay without it constituting a break in service.

~~Long-term substitutes in the category of thirty (30) casual days will be paid the established substitute salary.~~

~~With approval of the superintendent or designee, a long term substitute may be granted additional leave without pay without it constituting a break in service.~~

### **Section : Leave Replacement Employees**

- A. Long-term substitutes who replace an employee on Board approved leave of absence for ninety (90) days or more (either preplanned or comes to pass) shall be offered replacement contracts which are contingent upon the terms granted to the employee on leave of absence.
- B. ~~The following~~ All provisions of this ~~contract~~ Agreement apply to long-term substitutes on a leave replacement contract. Salary and retirement shall be retroactive to the first day of employment. Insurance benefits and leave provisions shall become effective upon execution of the leave replacement contract and in accordance with Board Policy.
- C. Insurance benefits under Article ~~VIII~~ X, Section ~~5~~ 9 will be prorated based on percentage of full-time equivalent ~~cy~~.
- D. Leave provisions under Article ~~VI~~ IX become effective upon execution of the contract. All leaves will be prorated. One day of sick leave per month of continuous employment shall be earned, and shall only be used during the period of continuous employment in which it was earned.
- E. Evaluations will be conducted by the site administrator ~~using Appendix C forms and procedures and criteria~~ set forth in Article ~~V~~ VI Section ~~3~~ except that none of the probation provisions shall apply. Dates of implementation of evaluation procedure will be modified, if necessary, contingent upon date of issuing of replacement contract to the substitute.

~~Article III, except for Section 1 "Disciplinary Action for Just Cause"~~

~~Article IV, except for Section 5, "Employee Work Year". Long term substitutes on a replacement contract will be compensated for participation in PLC and Learning Improvement Days if within the duration of their assignment.~~

~~Representation Fee under Article I, Section 8 shall apply.~~

### **Section 3: Severability**

- A. This Agreement shall be governed and construed according to the Constitution and Laws of the state of Washington and the United States of America. If any provisions of this Agreement, or any application of this Agreement to any employee or group of -employees or District covered hereby shall be found contrary to law by the Public Employees Relations Commission or a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or application of the Agreement shall continue in full force and effect.

- B. If articles or provisions of this contract are found to be in conflict with (1) the State Attorney General's opinion or (2) written notice of audit exception, the parties to this Agreement shall have the right to seek legal definition of the conflict in a court of law, or renegotiate such article or provision. (2012)

#### **Section 4: Distribution of Bargaining Agreement**

- A. Following ratification by the Association and the Board, the District or Association will type and have printed in a mutually agreeable format, copies of this Agreement. The primary format will be an electronic version, with printed copies available by request. The cost of printing shall be borne equally by the District and the Association. (2009)
- B. It shall be the obligation of the Association to distribute a copy of the Agreement to each new and current employee represented by the bargaining unit.
- C. A copy of the Agreement will be available upon request for review to any applicant for a bargaining unit position.

#### **Section 5: Status of Agreement**

- A. This Agreement shall become effective upon ratification by the Association and the Board. The Agreement shall be executed by the duly authorized signatures immediately following ratification by both parties.
- B. This Agreement may be amended or modified only by the mutual consent in writing of both parties.
- C. This Agreement shall also supersede District procedures and regulations which are contrary or inconsistent with its terms.
- D. If ratification does not occur by August 31, the current agreement will remain in effect until a new agreement is ratified. (2006)
- E. The Board and the Association acknowledge that this Agreement is a result of collective bargaining. Therefore, the Board, for the life of this Agreement, voluntarily and unqualifiedly waives the right to adopt policies pertaining to wages, hours, and terms and conditions of employment as negatively impacts the bargaining agreement.

#### **Section 6: Labor/Management Meetings**

- A. The District and the Association will conduct communications meetings for the purpose of sharing information relative to the administration of the Agreement and to share ideas on other areas of common interest affecting the educational programs of the school district.
- B. The following format will be followed for site/Association communications meetings:
  - 1. Building representatives will hold a communications meeting once per month. The date and time of the meeting will be mutually agreed upon by the representative and the site administrator and will be calendared at the beginning of the year. Each site may determine the make-up of their communications committee. The building representative and the site administrator are required members.
  - 2. Building representatives will solicit discussion items for an agenda. This agenda will be sent to the members and the administrator in advance of the meeting. Last minute items will be accepted but a reasonable attempt shall be made to share items with all parties in advance. All members are welcome to come to the meetings.
  - 3. Minutes of the meeting will be taken by the building representative and sent to all members of the site, the site administrator, the association president and the superintendent.

4. If an issue cannot be resolved at the building level, but can be solved with the help of the superintendent, this step will be taken before the issue is brought before the District communications committee.
5. Should no agenda items be brought forward, an email will still be sent noting that there were no items to discuss. (2012)
- C. There shall be three (3) district level communication meetings, one (1) per trimester, to be determined jointly in September. Additional meetings may be scheduled at the request of either party. Notes will be kept and distributed to all association and administrative members one (1) week after meeting. (2006)
- D. The Association Site Representative will serve on the district-wide committee.
- E. Other members of the committee shall be:
  1. Superintendent or designee
  2. DPEA president or designee
  3. Human Resources Director
  4. Site administrator or designee
  5. The person voicing the concern when appropriate.
- F. Up to three (3) observers for each party may be in attendance. Neither the District nor site meetings are intended to replace and shall not preclude the use of the Grievance Procedure.

### **Section 7: Management Rights**

The District shall have the exclusive right to manage the affairs of the District provided that the wages, hours, terms, and conditions of employment stipulated by the statutes of the state of Washington, statutes of the United States, and the provisions stipulated within this Agreement are adhered to.

### **Section 8: Work Stoppage or Lockout**

- A. The parties agree that during the term of this Agreement, there shall be no strike or other economic action by the employees or the Association and there shall be no lockout or other economic action by the District except that both parties mutually agree to reopen this Agreement for negotiations and both parties reserve full rights of economic action including strike or lockout at the expiration of this Agreement.
- B. In the event of any violation(s) of the type(s) described above, the District/Association, through its officers and representatives, agree they shall promptly exert every possible effort and take all possible action to expediently cause the people involved to immediately discontinue their violation(s) by:
  1. Delivering to the District/Association a copy of the District/Association's written notice that has been posted in appropriate locations and presented and delivered to all people involved, stating that they are violating this Agreement and that they should immediately and without exception, cease such violation(s).
  2. Taking such other actions as the District/Association deems reasonable and appropriate to cause the people involved in such violations to comply with the terms of this Agreement.