

## **PREAMBLE**

The parties to this Agreement, as defined herein, have a mutual obligation, pursuant to the Education Employment Relations Act, RCW 41.59, to bargain regarding wages, hours and terms and conditions of employment. In consideration of that mutual obligation this Agreement is by and between the Bremerton School District No. 100-C hereinafter called the "District" and the Bremerton Education Association hereinafter called the "Association".

The term "District" used hereinafter shall mean the Board of Directors or its lawfully designated representative(s).

The term "Association" used hereinafter shall mean the Bremerton Education Association or its lawfully delegated representative(s). The Bremerton Education Association (BEA) is affiliated with the Washington Education Association (WEA) and the National Education Association (NEA).

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

## **ARTICLE I. ADMINISTRATION**

### **SECTION A. Recognition**

Pursuant to RCW 41.59, the District hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated employees employed by the Board whether under contract, on leave, and/or other basis of compensation, except all certificated employees assigned at West Sound Technical Skills Center, and all administrative, supervisory and confidential employees. Any employee who formally evaluates or disciplines an employee in this bargaining unit shall be excluded from this bargaining unit. The District may utilize non-certificated nursing staff to provide services formerly provided by certificated nurses.

After twenty (20) consecutive work days in the same assignment (long term), or thirty cumulative work days in any assignment, in the current school year, a substitute shall become a member of the bargaining unit, provided that, the only provisions that shall apply for substitutes are: Article II (Agency Shop), Article IV-C (Academic Freedom and Responsibility), Article IV-B (Non-Discrimination), Article IV-E (Safe Working Conditions), Article IV-F (Open Observation), Article V-A (Length of Work Day), Article V-C (Planning Time), Article V-D (Travel Time), Article V-P (Student Discipline), Article V-Q [(Class Size) applies to long term only], Article X (Grievance Procedure) only sections covering substitutes, Article IX-(Attest).

The pay for substitute employees shall be not less than \$115.00 per day. After a substitute has worked twenty (20) consecutive days in the same assignment under contract or at the daily substitute rate, they shall be paid according to their salary schedule placement retroactive to their first day of employment in said position. If there is a break in service beyond the employee's control within the twenty (20) consecutive days, the employee may appeal the rate of pay to the Director of Personnel for decision. When a substitute covers a class during a planning period, the substitute will be paid an additional proportionate amount of the substitute's daily rate (e.g. 1/6<sup>th</sup> more for teaching an additional period in a 6 period day).

The terms "employee" and "educational employee" shall mean any certificated employee, as defined in RCW 41.59, in an individually contracted position when used hereinafter in this Agreement and shall refer to all employees represented by the Association in the bargaining unit as defined above.

## **SECTION B. Agreement Administration**

For purposes of communications, Agreement interpretations and Agreement administration, meetings of the Superintendent and the President of the Association shall be held at least once a month. Additional meetings may be held at the request of either party at times as mutually agreed upon by the Superintendent and the President of the Association.

## **SECTION C. Conformity to Law**

The District and the Association agree that this Agreement shall be binding on both parties except that if any section or provision is, or shall be contrary to law, then such sections or provisions shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this Agreement shall not be affected thereby and the District and the Association shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

## **SECTION D. Distribution of Agreement**

Within thirty (30) days following the ratification and signing of this Agreement, the District shall make an electronic copy of the Agreement available to all employees. The District shall send an e-mail to all employees notifying them of the availability. Upon request to the Personnel Office, a printed copy shall be provided to an employee. The District and Association shall agree upon a number of additional copies to print for District and Association purposes. All employees new to the District shall have an option to receive a printed copy of the Agreement from the District within thirty (30) days of beginning employment with the District and said Agreement shall be available upon request at the District Office to all applicants for employee positions. The costs of producing

and distributing this Agreement shall be shared equally by the parties. The format of the Agreement shall be as agreed upon by the District and the Association.

## **SECTION E. Contract Compliance**

All individual employee contracts entered into and/or in force during the duration of this Agreement shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. Any individual employee contract executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the District and the Association. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

## **SECTION F. Individual Employee Contracts**

### **1. Issuance of Individual Employee Contracts**

Employees will sign their individual contracts within ten (10) calendar days of issuance. If an employee has signed a contract with the District, the employee shall request release from the District before signing a contract with a different school district. Requests by employees for release from contract for the following school year will be considered by the District in light of its ability to obtain a suitable replacement and the reasons given by the employee requesting release from contract.

### **2. Copies of Individual Contracts**

Two (2) copies of the individual employee contract shall be provided to the employee for signature. The employee shall return one (1) signed copy to the District and one shall be retained by the employee.

### **3. Length of Contract**

The total length of the regular employee's individual contract shall be the number of work days as provided in Article V, Section B, Length of Work Year, herein this Agreement.

The work year for each employee shall be in accordance with, or in conformity to, the school calendar. (See Article V, Section B.)

### **4. Supplemental Contracts**

There shall be a supplemental contract for the specified co-curricular and supplemental assignment(s) as herein provided. Appointments to co-curricular special and supplemental assignments shall be for one (1)

year, shall be re-posted each year, and shall be consistent with statutory provisions. The District agrees to notify employees of proposed appointments as soon as practicable.

Supplemental contract positions and Salary and Work Schedule for supplemental contract positions are found at Appendix B-1 to this Agreement.

The District shall provide the Association with a copy of the posting of all co-curricular positions at the same time of posting of the co-curricular position (i.e., courtesy copy of the e-mail).

### **G. Washington Youth Academy**

The Washington Youth Academy provides a unique working environment for Bremerton School District employees that requires changes to the normal working conditions bargained in the current working agreement. All provisions of the collective bargaining agreement apply unless a waiver or supplemental letter of agreement is signed by both parties. The Association president and principal of the program agree to meet upon the request of either party to discuss unique working conditions and waivers that may be necessary. The parties agree to expedite any processes necessary for the development and approval of waivers and letters of agreement to facilitate the operation of this program.