

## **ARTICLE XI. DURATION AND CONTRACT MODIFICATION**

### **SECTION A. Duration and Reopeners**

This Agreement shall be effective from September 1, 2011 to August 31, 2012.

The parties agree that this contract shall reopen for Base Salary negotiations if additional (or less) funds are specifically appropriated by the State for salaries for certificated employees of the District.

Further, during the duration of this Agreement, the salary provided for in this Agreement represents the parties' best efforts to comply with State law limitations, as in effect on the effective date of this Agreement, but the parties agree that if District generated data that is mutually agreed to by the parties, provides information allowing or requiring modification either upward or downward, the bargaining unit represented herein shall have its members' salaries adjusted accordingly, to reach compliance with law, in a manner consistent with the salary increases of all non-bargaining unit certificated employees of the District. Notice to the bargaining unit and explanation shall be provided before such adjustments are implemented.

If the District fails to pass a levy such that the District fails to have two (2) levy collections in any school year this agreement shall reopen to negotiate the impacts of such levy failure upon request of either party.

Upon the request of either party, the District and Association may reopen this agreement to bargain changes in wages, hours and working conditions required to conform with changes in state or federal law.

The parties have a joint commitment to fiscal responsibility and integrity in supporting the decisions made in this collective bargaining agreement, including decisions on compensation and workload that may impact overall certificated staffing in the District.

### **SECTION B. Entire Agreement**

This Agreement supersedes and cancels all previous Agreements between the District and the Association and constitutes the entire Agreement between the parties.

### **SECTION C. Duty to Negotiate**

The District agrees to notify the Association of any contemplated changes in policies and/or practices not covered by this Agreement that affect wages, hours, terms and conditions of employment. Such notification shall be in writing and addressed to the President of the Association. This Agreement shall be reopened

to bargain the proposed changes, as defined above, at the request of either party, in writing, pursuant to RCW 41.59.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BREMERTON SCHOOL DISTRICT NO. 100-C

/s/ Vicki Collins  
Vicki Collins  
President, Board of Directors

9/15/11  
Date

/s/ Flip Herndon  
Lester "Flip" Herndon, Ed.D., Superintendent  
and Secretary to the Board of Directors

9/15/11  
Date

BREMERTON EDUCATION ASSOCIATION

/s/ Tina Mahaney  
Tina Mahaney, President  
Bremerton Education Association

9/16/11  
Date