

2009-11

Tentative Agreement  
OF THE  
CENTRALIA SCHOOL DISTRICT  
TO THE  
CENTRALIA EDUCATION ASSOCIATION

June 2, 2010

The Centralia Education Association (CEA), and the Centralia School District ("District"), have completed negotiations for 2009-2010, and agree to maintain the provisions of the current certificated collective bargaining agreement through June 30, 2011, except as modified below:

**CONTRACT**

**Article 1 – Agreement**

1.3 Except as otherwise specified herein this Agreement shall take effect July 1, 2009, and remain in full force and effect through June 30, 2011, or until a new successor agreement is ratified by both parties.

1.3.1 2010-2011 Reopener

The District may reopen negotiations for 2010-2011 on wages (Article 4) and/or work year (Article 3) if the Funded Base Revenue Limit (BRL) per ADA decreases by fifty dollars (\$50) or more from the Governor's 2010-11 May Revision Proposal. For purposes of this calculation, the funded BRL per ADA for the Centralia School District per the Governor's 2010-11 May Revision Proposal for the 2010-11 fiscal year is \$4,724.

Example:

District funded BRL per ADA per Governor's May Revision Proposal for 2010-11 Budget = \$4,724

\$ 4,724 - \$50 = \$4,674 (or lower) – District has the right to reopen

CEA may reopen negotiations for 2010-2011 on wages (Article 4) and/or work year (Article 3) if the Funded Base Revenue Limit (BRL) per ADA increases by fifty dollars (\$50) or more from the Governor's 2010-11 May Revision Proposal. For purposes of this calculation, the funded BRL per ADA for the Centralia School District per the Governor's 2010-11 May Revision Proposal for the 2010-11 fiscal year is \$4,724.

Example:

District funded BRL per ADA per Governor's May Revision Proposal for 2010-11 Budget = \$4,724

\$ 4,724 + \$50 = \$4,774 (or higher) – CEA has the right to reopen

If the District or CEA reopens negotiations pursuant to the above, the parties shall complete the public notice process and commence negotiations no later than October 15, 2010. The parties shall attempt to reach agreement during four full day negotiation sessions scheduled between the periods of October 15, 2010 through February 15, 2011. In the absence of agreement, the parties shall jointly declare impasse and request the assistance of a representative from the State Conciliation Service on or before February 15, 2011.

**Article 4- Wages**

**4.4-Advancement on Salary Schedule – Professional Preparation**

- 4.4.7.3 Units taken in excess of this amount shall not be credited unless prior approval has been given in writing by the immediate supervisor and the Superintendent, or his/her designee.

**Article 5 - Health and Welfare Benefits**

**5.1 District Indemnity/Point of Service**

The District shall contribute an amount equal to 75% of the annual medical premium costs for the District Indemnity/Point of Service (POS) Health Plan for each eligible unit member and dependent(s). Any cost in excess of the District contribution shall be paid by the unit member through payroll deduction.

In the event that a POS plan is no longer offered by health care providers available through SCEET in the 2010-11 renewal year, the parties shall agree to a mutually acceptable replacement plan offered through SCEET. Furthermore, the parties agree to limit the percentage increase in District contributions to the replacement plan to the current year's POS contribution plus the average percentage increase in HMO plan(s) offered by the District in the year a replacement plan is selected (see example below). For subsequent renewal periods, the parties agree to revert to Section 5.1.1 of the collective bargaining agreement.

Example:

In 2009-10 the annual District paid contributions to the POS plan are as follows:

- 1 Party - \$ 4,595.30
- 2 Party - \$ 9,315.60
- Family - \$ 12,398.70

If the POS plan is no longer offered through SCEET by health care providers in 2010-11, and the average increase for the remaining HMO plan(s) is 10%, the District's Contribution to any mutually acceptable replacement plan would be as follows:

- 1 Party - \$4,595.30 multiplied by 1.10, or \$5,054.83
- 2 Party - \$9,315.60 multiplied by 1.10, or \$10,247.16
- Family - \$12,398.70 multiplied by 1.10, or \$13,638.57

### **Article 6 – Leaves of Absence**

- 6.3.9 Notwithstanding the provisions of 6.3.1 through 6.3.7, unit members shall be permitted to use four ~~(4)~~ (7) days of personal necessity each school year so long as such absence is not directly or indirectly related to considering, planning or engaging in illegal work stoppages or slow downs. Members of the unit may not take leave authorized under this section during the first and last five (5) teaching days of each ~~semester~~ school year, or the day prior to or following a regularly scheduled recess period or holiday, or on school-based and staff development days, or to seek other employment.
- 6.3.9.1 Unit members who desire to use the ~~four (4)~~ seven (7) days of personal necessity under this section must request, in writing, advance approval from ~~the District Superintendent or designee~~ their immediate supervisor with a copy to the Human Resources Department. The request shall not indicate the specific reason for the desired use of the ~~four (4)~~ seven (7) days of personal necessity leave. Such verifications shall contain a statement assuring that any personal necessity leave use was not related to a work stoppage or slowdown.
- 6.9 In the event the ~~supervisor~~ Human Resources Department requires the unit member to state the nature of the member's illness in verification of a leave taken pursuant to this Article, such statement shall be treated with confidentiality ~~by the supervisor~~ and shall be transmitted to the District Office in a manner which does not violate such confidentiality.

### **Article 9- Transfer Policy**

9.3.2.5 Any unit member being transferred under this procedure will be notified in a personal conference with the Superintendent or his/her Designee or the Principal.

Should the District close one or more schools, the Association and District shall meet to discuss transfer/reassignment procedures to deal with the closure(s).

9.3.3 Under circumstances other than teacher surplus, when a transfer is initiated that is not at the transferee's request, the immediate supervisor, or Superintendent or his/her Designee, shall arrange a conference with the transferee, at which time the reason for the transfer shall be explained.

### **Article 14- Association Rights**

#### **14.6 Availability of Information**

14.6.1 School Board Packets: The District will provide the Association with three (3) School Board packets or notification of their availability on-line at least forty-eight (48) hours in advance of a regularly scheduled Board Meeting, and four (4) hours in advance of a special Board Meeting.

# MOU

Notwithstanding the above, the District and CEA agree to the following temporary changes to the current certificated collective bargaining agreement for the 2010-2011 school year only. This Memorandum of Understanding shall terminate on June 30, 2011 at which time the provisions of the current certificated bargaining agreement shall be restored.

## Article 3 – Hours of Employment

### 3.1 Work Year

3.1.1 The work year for unit members shall be reduced by 10 days for the 2010-2011 school year. This reduction shall be applied as follows; Teachers, SLP's, Nurses & Audiologists work year shall be reduced to 176 days; Counselors & Social Workers shall be reduced to 186 days; School Psychologists shall be reduced to 190 days. The allocation and scheduling of any furlough days shall be determined by the District in consultation with CEA.

3.2.6 ~~(last sentence) One modified day per month shall~~ Fifteen modified days per year shall be reserved exclusively for unit members for ~~on-site~~ preparation and planning.

## Article 4 – Wages

4.1 For the 2010-2011 school year, the certificated salary schedules shall be reduced to reflect the modifications referenced in 3.1.1 above.

## Article 8- Class Size

8.1 When determining the number of unit members to be assigned to a building, the District shall divide the total student enrollment by ~~twenty-nine (29)~~ thirty one (31). The resulting quotient shall be raised to the next highest whole number if the quotient contains a decimal which is .5 or above. The number of unit members determined to be assigned to a building shall not include special education teachers, nurses, funded resource teachers, or psychologists.

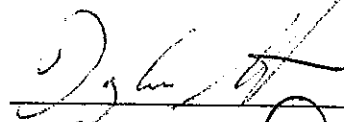
~~8.2 The District shall provide one (1) release day for teachers in any class with student enrollment in excess of twenty nine (29) in grades K through 6 at the end of the first month's school attendance report and one (1) release day at the end of the fifth month's attendance report for teachers in any class with student enrollment in excess of twenty nine (29) in grades K through 6. These days shall be for the purpose of administering individual reading assessments, report card preparation, parent teacher conferences, record keeping and instructional related~~

~~planning. These days shall be scheduled with the prior consent of the site administrator and the teacher must remain on campus. This provision shall be applicable to Special Day Class teachers.~~

**Article 11- Procedures for Evaluation**

11.7 Frequency Addendum: A committee will be established to draft parameters and criteria associated with the establishment of a 3 year evaluation cycle available to permanent unit members who have been employed by the District for at least ten (10) years and are identified as Highly Qualified. The committee shall be comprised of three (3) representatives from CEA and three (3) from the District.

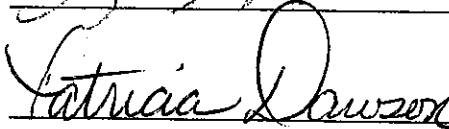
For the District:



Date:

6/2/10

For the Association:



Date:

6/2/2010