Letter Of Understanding

between

Lake Washington School District NO. 414 (LWSD) and Lake Washington Education Association (LWEA)

regarding

Changes to Articles 20 and 21 of the Collective Bargaining Agreement

Whereas the 2018 Washington Legislature made significant changes to how school districts are funded and how educators are compensated;

Whereas these changes repealed OSPI's regulation of salary placement and degrees/credits/experience;

Whereas salary placement is now a local district matter based on local policy, collective bargaining agreements, etc.;

Therefore, from August 29, 2022, through August 10, 2023, Articles 20 and 21 in the Collective Bargaining Agreement will read as follows. This agreement expires August 10, 2023.

ARTICLE 20 SALARIES, STIPENDS AND EXTENDED CONTRACTS

Section 20.1

All salary and compensation increase (including increments, educational advancements, and benefits) are granted only on the basis that such increases will not cause the District to violate any applicable law, the Appropriations Act or any rules or regulations adopted pursuant to state statutes dealing with salary and compensation issues. In the event any such violations should occur, the District agrees to meet with the Association to determine an appropriate method of adjusting bargaining unit salaries and compensation to a level which will insure conformity to such laws, rules, and regulations. Such adjustment will be made as soon as practical.

Section 20.2 - Salary Schedule and Stipend Schedules

Salary Schedules and Stipend Schedules for the duration of this agreement shall be incorporated into this agreement when ratified by the Association and the District and shown in Appendix A.1. For 2022-2023, Appendix A.1 will reflect an increase of State determined inflationary adjustment (IPD) to base salary.

The District also agrees to adjust Appendix D by the state determined inflationary adjustment (IPD). The same percentage increase shall apply to all bargaining unit members and said adjustment will be computed as set forth in this article.

Section 20.2.1

On or about April 1 of each year of the contract and upon District receipt of compliance data from the Superintendent of Public Instruction for each year, the District and the Association will review the compensation data for certificated personnel as reported to the State Superintendent of Public Instruction on the Form S-275 as updated by the District.

If the SPI data indicates that there remains additional capacity within the current Legislative Evaluation Accountability Program Document, the District will thereupon effectuate an annual salary increase designed to raise annual salaries to the maximum level allowed under such Legislative Evaluation Accountability Program Document, provided that the same dollar percentage will be applied to the annual salaries of all bargaining unit members, and provided further that

no such adjustment will be made if it would be less than an average of $15.00 per FTE on an annual basis. Such adjustment will be paid either in a lump sum or over the remaining warrants, as determined by the District. The salary schedules, Appendices A, C & D (except Incentive to Attract and Retain), will be amended to reflect the difference, provided that educational advancement entitlements have been met to the fullest allowable under compliance limitations.

Section 20.2.2

Any retroactive salary adjustment made per Section 20.2.1 shall only apply to the base employment contract and supplemental employment contract as provided in Appendices A, C & D. No retroactive adjustment will be made for compensation earned from working other non-contracted compensation.

Section 20.2.3 – Over/Underepayment

The District and the Association agree that in situations where a bargaining unit member has been paid incorrectly, the period of time to be considered for reimbursement shall be one (1) year from the date of discovery. This will pertain to instances in which the member owes the District money due to overpayment and instances in which the District owes the member money due to underpayment.

Section 20.3 - Experience Increments and Educational Advancement

The District will provide experience increments and educational advancement for credit on file, as of October 1 of each year. Such experience increments and educational advancements will be within the legal limits for salary increases; and if the legislature does not provide any increases for salaries for any one (1) year for non-supervisory personnel, then the salary increases for experience and educational advancements for non-supervisory personnel shall be limited to the funds authorized by the legislature for non-supervisory personnel for increments and educational advancements. Advancement for work experience requires the employee complete one (1) year of work experience in a position requiring a certificate or equivalent.

Salary Schedule Placement and Advancement: Each certificated instructional employee shall be placed on the highest step possible of the salary schedule based on the employee's highest educational attainment level, total eligible education credits, and certificated years of experience as defined in this agreement. Previous experience and education credits for new employees shall be applied in the same manner as if those credits and experience had been earned while in the district.

Section 20.3.1

All educational credit for salary schedule advancement must be filed with the District by October 1 of each year of the contract. Employees hired after the first day of the school year must have their college and experience credits on file with the Human Resources Office by October 15 or within thirty (30) days, whichever is later. Failure to meet such timeline will cause the employee to lose consideration for such credits until the following school year.

Section 20.4 - Supplemental Compensation

Supplemental compensation will be paid by separate contract pursuant to law according to the rates and amounts specified in Appendices A & D to this agreement. Such compensation so paid shall not be deemed an increase in salary or compensation for the purposes of RCW 28A.400.200. Supplemental contracts are for one (1) year only. No person contracted for such a position should assume that said assignment would continue for more than one (1) year.

Section 20.4.1 - Extra Days

Extra days shall be paid at the employee's per diem rate. These days are LEAP days.

Section 20.4.2 - Extended Days

Extended days shall be paid at the employee's per diem rate. Extended contracts will be issued to all employees who are required, due to the nature of their regular duties, to devote additional time beyond the regular school day or school year. The District must authorize extended contracts.

Section 20.4.3 - Per Diem Daily Rate

An employee on an extended contract who is authorized to work additional days beyond the school year will be paid a daily rate determined by dividing the employee's salary by the number of days in the base contract.

Section 20.4.3.1 - Per Diem Hourly Rate

The employee's hourly rate will be determined by dividing his/her daily rate by seven and one-half (7.5) hours.

Section 20.4.4 - Stipends

A complete list of all allocated stipends will be given to staff each year. Any certificated staff member who is interested in any position should notify the principal of said interest. The principal will make all decisions surrounding the filling of stipend positions. Stipends listed in Appendix D if allocated, and if offered, must be filled by certificated staff.

Section 20.4.5 - Timecard Rate

The timecard rate as specified in Appendix A will be paid for any hourly work paid on a timecard, such as loss of planning, curriculum work, workshops, trainings, WaKIDS elementary conference pay, etc.

Section 20.5 - Incentive To Attract And Retain High Quality Teachers

Based upon years of experience as established in Section 21.1.1 employees will receive the following:

0-9 teaching years	two thousand ($2000) dollars
MA+0 and above 10 -15 teaching years	twenty-five hundred ($2,500) dollars
MA+0 and above 16+ teaching years	five thousand ($5,000) dollars

ARTICLE 21 SALARY FACTORS OF COMPENSATION

Section 21.1 - Experience And Education Determine Salary Placement

Once initially placed, to advance on the salary schedule due to education credits or clock hours, employees are responsible for providing documentation of completed academic credit and in-service (clock hours). All education credits and clock hours submitted by October 1 shall be used in calculating the advancement for the employee. This includes hours outside of approved Professional Educator Standards Board (PESB) providers when provided by approved state agencies such as the Washington State Department of Health. The annual salary shall be paid retroactively to the first day of assignment for the current school year.

Accumulation of credits (experience and education) will be rounded to one decimal. When calculations require rounding, a decimal ending with a 5 or higher is rounded up; a decimal ending with a 4 or lower is rounded down.

Appeals Process: On a case-by-case basis, when documentation for salary placement or advancement is denied due to not meeting the outlined criteria, the Salary Placement and Advancement Appeals Committee (SPAAC) will review appeals and make decisions based on the submitted salary placement documentation for the current school year. The

annual salary shall be paid retroactively to the first day of assignment for the current school year. The appeals process should include the employee's justification for their appeal. SPAAC will review the documentation submitted.

Hold Harmless: Due to the complex nature of recognition of experience and education credit the parties believe there may be times when a situation not contemplated will arise. When faced with these situations, the parties agree to bring the issue to Labor Management and use the 2017-2018 S-275 Personnel Reporting Handbook for guidance as it relates to the recognition of employment and education experience for salary placement.

Further, it is the intent of the parties that no current employee will be adversely impacted by the implementation of this language. Should an individual be so impacted, the employee's salary schedule placement will remain no less than it was for the 2022-2023 school year. Should the impact limit future advancement, the parties will meet immediately to review possible remedies.

21.1.1 Experience

Definition and Accrual of Certificated Employment Experience

Employees will accumulate full-time and part-time certificated employment experience for any employment in a public or private preschool, elementary and secondary school requiring certification for which the employee held an education certificate or permit.

When experience credit has been earned outside the district, full-time equivalency shall be determined by the previous employer of record and verified by the employee having the previous employer(s) complete and submit an employment verification form directly to Human Resources. Substitute days are accumulated as part-time professional education employment and may be accrued up to 1.0 FTE per 12-month period.

No more than 1.0 FTE per year of work experience may be earned during any traditional academic year or during any twelve-month period. Time on an unpaid leave of absence may not be used for accrual.

Work experience must be earned prior to the current reporting school year and can be earned in the state of Washington, out-of-state, and in a foreign country. Employees may also earn certificated employment experience in private or public vocational-technical schools, technical colleges, community/junior colleges, colleges, universities, and tribal schools in positions comparable to those which require certification in WA public school districts. In addition, the Centrum education program, the Pacific Science Center education program, the Seattle Children's Hospital education program, and educational centers authorized under RCW 28A.205 are included in the is section.

In addition to employment credit for school service, employees serving in the role of occupational therapists (OT), physical therapists (PT), speech-language pathologists (SLP), audiologists, nurses, social workers, counselors, and psychologists regulated under RCW 18 may include experience both in schools and other non-school positions as OTs, PTs, SLPs, Vision-Orientation and Mobility specialists, audiologists, nurses, social workers, counselors, or psychologists that required licensure/certification as a condition of employment, excluding self-employment. Verification of employment is required to receive credit. The calculation shall be that one year of service in a non-school position counts as one year of service for the purposes of placement on the salary schedule. Non-school years of service included in calculations under the subsection shall not be applied to service credit totals for purposes of any retirement benefits.

Section 21.1.2 - Education

A Bachelor's degree will constitute the minimum academic requirement for employment. The minimum academic requirements for employment for non-degreed vocational educators are defined in Article 21.1.2.F.

A. Application of highest degree and accrual of education credits

When calculating salary placement and advancement, total eligible education credits will be calculated as the highest degree earned plus any academic and in-service credits not contributing towards the highest degree earned. Excess academic and in-service credits must be earned after employee's first bachelor's degree is awarded. After initial placement as a non-degreed vocational educator all credits earned shall serve toward advancement on the salary schedule.

B. Definition and Accrual of Highest Degree Type

When multiple degrees of the same level are earned, the first conferring degree is used for initial placement until a higher-level degree is earned. Any degree not used for initial placement will be eligible for use as education credits with regards to salary placement and advancement.

When a degree program requires more than forty-five (45) credits, credits in excess of forty-five (45) will be eligible for use as education credits. For example, if a MA program requires 60 credits, only the first 45 would be necessary for placement on the salary schedule MA column. The remaining 15 credits would be "in-excess" and count the same as Academic Credits, as defined in Section D below, post MA.

Employees will remit an official transcript issued by the registrar of an accredited institution of higher education as defined in WAC 250-61-050. Electronic transcripts from the registrar of the institution sent directly to Human Resources are acceptable copies for purposes of documentation. An accredited institution of higher education is one that has been accredited by a national or regional accrediting association recognized by the Washington Student Achievement Council and the Secretary of the United States Department of Education. If an employee has a degree from a foreign institution, they must provide a statement of degree equivalency from an approved foreign credentials evaluation agency.

C. Eligibility requirements for academic and in-service hours (clock hours)

All education credits must be earned after the first bachelor's degree unless the employee is employed under a non-degree certificate. For those working under a non-degree certificate, please see section 21.1.2.F specific to non-degree certificated employees. All education credits must have been earned on or before October 1 of the year for which they will be used to calculate the employee's salary. Once credits have been determined to meet one or more qualifying district criteria, courses will continue to be recognized in subsequent school years.

Credits not recognized in a school year may be recognized in a subsequent school year if there is a change in the qualifying criteria. Examples might include a change in PESB rules, a change in the district's strategic plan, a change in the school-based plan for the school in which the individual is assigned and change in the individual's assignment, or a change in the individual's employer.

D. Academic credits shall mean education credits determined as follows:

Academic credits are credits earned from an accredited institution of higher education and were not used to establish the employee's highest degree. The credits must be at the 100 level or higher and are transferrable or applicable to a bachelor's or more advanced degree. Credits used as academic credits cannot be also counted as in-service (clock hour) credits or nondegree education credits. Academic credits will equal the number of quarter hour units. If an institution uses semester hours, they will be converted to quarter hours and then applied to the accrual calculation.

Employees will submit an official transcript issued by the registrar of an accredited institution of higher education as defined in WAC 250-61-050 for credits completed after the bachelor's degree was awarded. Electronic transcripts from the registrar of the institution sent directly to Human Resources are acceptable copies for purposes of documentation. If

an employee has credits from a foreign institution, they must provide a statement of credit equivalency from a foreign credentials evaluation agency.

E. In-Service (clock hour) credits shall mean education credits determined as follows:

In-service clock hour credits shall be earned after August 31, 1987, and after the awarding or conferring of the employee's first bachelor's degree. After initial placement as a non-degreed vocational educator, all credits earned shall serve toward advancement on the salary schedule.

In addition, clock hour credits must have been earned on or before October 1 of the year for which the employee's salary is being calculated. Clock hours must be a minimum of 1 hour (for courses taken prior to August 24, 2019, clock hours must be a minimum of 3 hours).

In-service credits are earned through a program approved by the PESB pursuant to WAC 181-85-200. In-service credits cannot be used for satisfying the requirements of the employee's highest degree or be used in calculating academic credit or non-degree education credits. For every 10 hours of in-service credit earned (10 clock hours) the employee will accrue 1 education credit.

For individuals participating in an approved internship with a business, industry, or government agency pursuant to WAC 181.083, each forty hours of participation equals one in-service credit. No more than two in-service credits may be earned as a result of an internship during any calendar-year period. Each employee is limited to a maximum of fifteen in-service credits earned from internships for their career.

Inservice credits must be documented on OSPI approved clock hour documentation or approved state agency documentation. A certificate of completion, letter, or certificate of achievement or professional development can also be used when the educator holds a WA State Department of Health license in accordance with WAC 181-85-077.

F. Non-Degreed Career and Technical Education certificated employees: Recognition of additional work experience, CTE Clock Hours, and conversion of work experience to nondegree education credits.

The provisions of this section apply to all non-degreed Career and Technical Education (CTE) instructors working under an initial, continuing, or conditional CTE certificate. The employees are required to have already met the 6,000-hour (3 year) minimum requirement for occupational experience for their certificate.

After employees have met the initial 6,000-hour (3 year) minimum requirement listed above, they may accrue employment experience for those positions at the journeyman level or equivalent fully qualified level in the occupational field for which the vocational certificate is issued. Verification of employment is required to receive credit. Experience is granted on the basis of one (1) experience step for each two thousand (2,000) hours of work experience per year. This experience will be limited to six years.

All CTE certificated employees may apply CTE Clock hours earned for CTE training that is for the purpose of maintaining the CTE certification under WAC 181-77-003 toward placement and advancement on the salary schedule. For every 10 CTE Clock hours, the employee will be granted 1 education credit for salary schedule placement.

A non-degree certificated employee who is working under a CTE certificate (initial, continuing, or conditional) without a BA or higher-level degree may earn non-degree education credit through occupational experience through either paid or unpaid work in the field being taught. For every 100 hours of occupational experience beyond the 6,000-hour minimum required for nondegree certification, the employee may earn 1 education credit limited to 20 education credits per year. Industry experience in excess of 2,000 hours may not be banked or carried over from year to year. Each year must be calculated separately.

Section 21.1.2.1

BA 135 Cap: Employees hired for the 1992-93 school year or before had until September 30, 1994, to attain a BA + 135.

Grandfathered Salary Placement: Commencing with new hires for the 1986-87 school year and continuing thereafter, only experience and educational credits which the state recognizes for salary allocation purposes shall be credited for salary placement.

AGREED:

For the District

Signature

9/8/2022

Date

For the Association

Signature

9/8/2022

Date