

**September 1, 2015 – August 31, 2016**

# **Collective Bargaining AGREEMENT**

*between*

Spokane School District No. 81  
Board of Directors  
And the  
Spokane Education  
Association

*Representing*

**Educational Support Specialists**



## Educational Support Specialist

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## PREAMBLE

This Agreement is made and entered into between Spokane School District No. 81, hereinafter referred to as the "District," and the Spokane Education Association, hereinafter referred to as the "Association," on behalf of the Educational Support Specialist employees of the District.

The parties agree it is paramount that the District and the Association work collaboratively to address the challenge of improving the quality of public education. We have the best chance of meeting this challenge if we continue to work together. Focused and intentional work, guided by our mutual interests, will ensure that our students are prepared to lead productive lives in a democratic society.

The District and the Association are committed to the development of a trusting, respectful environment where the participation of all school employees in the work of improving student learning is encouraged and expected. Our joint efforts to develop trust and respect in the organization will focus on a strong commitment to:

- engage in open, honest, and appropriate communication
- share information, knowledge, and experience
- address concerns through collaborative problem solving
- refrain from making judgments until we have a clear understanding of the issues involved
- provide individuals with the opportunity to be involved in those decisions that directly affect their work situation
- value each individual in the organization and respect individual differences
- encourage innovation and risk-taking with a focus on the improvement of student learning

The Association and District believe in the value of identifying our mutual interests and working together to address those interests. A shared understanding of our common interests will allow us to maximize the personal, creative, and academic potential of each student and staff member in the school system.

We are committed to continued work on the following mutual interests:

**Improved Student Learning** – The Association and the District participate as equal partners in the responsibility to improve instruction and raise levels of academic achievement. We believe that all members of the education community share accountability for student performance. We understand that significant improvement in student learning will require changes in the traditional educational system.

In our commitment to improve student learning, we will continue to focus our collective efforts on building instructional capacity of all staff for the purpose of enhancing effective classroom instruction. All



strategies used to improve student learning will align with this joint agreement between the Spokane Education Association and Spokane Public Schools.

**Site-Based Governance** – The Association and the District support efforts to decentralize the decision making structure so that decisions are made by individuals most impacted by them. We believe that site-based decision-making is a democratic approach to problem solving and planning which values consensus among teachers, educational support personnel, parents, administrators, and students. The focus of site-based decision-making is on the fundamental issues of school improvement. No decisions made by site-based governance committees may in any way alter or change the terms set forth in this bargaining agreement unless the waiver process as outlined in this agreement is followed.

**Parent and Community Engagement** – The Association and the District agree on the importance of engaging parents and community members in our schools in ways that connect them to student learning. We believe that parent and community support is key to maintaining an effective public education system in a democratic society. We will continue to look for ways to bring parents and community into our schools so that they develop a clearer understanding of educational issues. We value the contributions that parents and community members make to the educational process.

## **ARTICLE I – ADMINISTRATION**

### **Section 1 – Definitions**

- A. The term "District" shall mean the Spokane School District #81, Spokane County, Washington State, or its agents.
- B. The term "Board" shall mean the Board of Directors of the District.
- C. The term "Association" and/or "Union" shall mean the Spokane Education Association, which is affiliated with the Washington Education Association, and the National Education Association.
- D. The term "parties" shall mean the District and the Association.
- E. The term "Agreement" shall mean this collective bargaining agreement (CBA), 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.
- G. The term "day" shall mean any day the District Business Office is open for business with the public unless otherwise specified in specific sections of this agreement.
- 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 "seniority" shall mean length of time the employee has served within the specific District group as a member of the bargaining unit and in accordance with law. Seniority for employees with service fewer than four (4) hours daily prior to September 1, 2012 will be based on their start date in the position.
- K. The term "group" shall mean job titles that are similar in nature. (i.e., Student Assistant Group, Interpreter Group, Security Group, Nursing Group, and Instructional Assistant Group). Refer to Section 2 "Recognition" (below) for the list of specific job titles within each group.
- L. The term "RCW" shall mean the Revised Code of Washington.
- M. The term "WAC" shall mean the Washington Administrative Code.
- N. The term "Express" shall mean a group of positions within the Express Program in the Spokane School District.

### **Section 2- Recognition**

- A. The District hereby recognizes the Spokane Education Association an affiliate of the Washington Education Association and the National Education Association, as the exclusive bargaining

representative for all Educational Support Specialist personnel, including substitutes as per the Public Employment Relations Commission (PERC) decision of May 2, 1980 (Case No. 1455 C-78-64, Decision No. 874-Educ.), and part-time Educational Support Specialist employees employed by the District. Such representation excludes superintendent, associate superintendent(s), assistant superintendent(s), other chief administrators of the District, other Educational Support Specialist positions having administrative and/or supervisory functions, and confidential employees as above terms are defined in RCW 41.59.020, principals, and assistant principals.

- B. Disagreements regarding representation of an Educational Support Specialist position shall be resolved by petition to PERC.
- C. This Agreement shall supersede any District rules, regulations, policies, resolutions, or practices of the District which shall be contrary or inconsistent with its terms.
- D. The Educational Support Specialist bargaining unit shall consist of full-time and part-time employees except those with supervisory duties, in the following group and job titles:
  - 1. Student Assistance Group
    - a. Student Assistance Specialists
    - b. Community School Liaison
    - c. Drug and Alcohol Specialists
    - d. Chemical Dependency Professionals
    - e. Mental Health Therapists (RSN Funded positions)
    - f. ECEAP Specialists
    - g. School Academic Support Specialists
    - h. Career Technical Specialist
    - i. School Community Specialists
    - j. Homeless Community Specialist
    - k. ELD Program Specialist
    - l. Gear UP Specialist
    - m. Homeless Program Specialist
    - n. Physical Therapist Assistant

2. Interpreter Group
  - a. Interpreters of the Deaf/Hard of Hearing
  - b. Bilingual Specialist
3. Security Group
  - a. Central School Resource Officers
  - b. School-based Resource Officers
  - c. Security Response Specialists
4. Nursing Group
  - a. Classified Registered Nurses
  - b. Licensed Practical Nurses
5. Instructional Assistant Group
  - a. Itinerants
  - b. MHOH
  - c. Orthopedically Impaired (OI)
  - d. Behaviorally Impaired (BI)
  - e. Designed Instruction (DI)
  - f. Resource
  - g. IMAGES
  - h. Preschool ECEAP
  - i. Preschool Special Education
  - j. Autism (including ABLE and ADAPT)
  - k. Individual Student Instructional Assistant (SIA)
  - l. Vision

- m. Occupational Therapy
- n. Physically Therapy
- o. Title/LAP
- p. Indian Education
- q. Sacred Heart
- r. Listening and Spoken Language
- s. Job Coaches

6. Express Group

- a. Site Directors
- b. Activity Leaders

7. Print Shop Group

- a. Lead Operator
- b. Press Operator 1
- c. Press Bindery Operator
- d. Bindery Operator
- e. Bindery/Mail Operator
- f. Production Pre-Press Assistant

8. Event Services Group

- a. Event Specialist
- b. Hospitality Specialist

9. Instructional Materials Handler Group

10. Student Specialist Group

- A. SVL support Specialist
- B. Achievement Gap Intervention Specialist (AGIS)
- C. Career Specialists

11. Administrative Office Group

- a. Student Support Services Specialist
- b. Assessment Technical Compliance Specialist
- c. Audit Technical Assistant
- d. Accounting Technician

E. The District will not contract out an entire bargaining unit's work, or an entire department's work within a bargaining unit, to an outside contractor. All such work performed within the District shall be properly assigned to members of this bargaining unit except in emergency situations. The following positions shall not be assigned to the bargaining unit:

1. Student Assistance Group

- a. Work which has been traditionally assigned to P-12 ESA certified counselors in the Certificated bargaining unit

2. Interpreter Group

- a. P-12 Certified teachers in the Certificated bargaining unit

3. Security

- a. Uniformed off-duty police officers

4. Nursing Group

- a. ESA certified nurses in the Certificated bargaining unit

5. Instructional Assistant Group

- a. Noon Aides
- b. Crossing Guards

c. Overload Aides

d. Before and after school supervision

F. The District will keep part-time employees to a minimum.

### **Section 3 – Conformity to Law**

A. If any provision of this Agreement or if the application of such provision should be found contrary to law or declared invalid by a tribunal of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree that the courts and Public Employment Relations Commission (PERC) shall be considered tribunals of competent jurisdiction in such matters. Should the state auditor and/or attorney general issue an opinion that a contract provision or practice does not comply with law, the parties agree that either side has the right to seek legal determination of such opinion and if declared invalid, the invalid portion will be stricken from the Agreement upon receipt of such decision.

B. If any provision of this agreement or of the application of such provision should be found contrary, the District and Association shall enter into negotiations within ten (10) days.

### **Section 4 – Nondiscrimination**

A. The provisions of this Agreement shall be applied equally to all employees without discrimination as to race, color, creed or religion, ancestry, national origin, gender/sex, age, marital status, or family relationship, except where covered by chapter 42.23 RCW, sexual orientation including gender expression or identity, disability, the use of a trained dog guide or service animal by a person with a disability, or honorably-discharged veteran or military status. Both the District and the Association shall bear the responsibility for complying with this provision of the Agreement. The parties agree to not use this clause to file frivolous grievances.

B. There shall be no discrimination, interference, restraint, coercion, or harassment, including sexual harassment, by the District or the Association of any District or Association employee, member of the Board, or its representatives.

C. Further, the personal and private lives of employees are not a matter of concern of the District or the Association unless the employee's work performance is adversely affected.

D. The District agrees not to interfere with the rights of employees to become members of the Association.

E. The parties further agree that decisions of employees regarding volunteer assignments including voluntary workshops and in-service training which are outside their regular workday duties shall be made absent coercion, pressure, or unlawful discrimination.

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

## **Section 5 - Embodiment**

The Agreement expressed herein constitutes the entire agreement between the parties except as this Agreement may be amended through a memorandum of understanding (MOU) or the contract waiver process contained in this Agreement, and no oral statement shall add to or supersede any of its provisions.

## **Section 6 – Contract Waiver Process**

- A. Sites wishing to apply for a waiver shall work in conjunction with building administrators, building leadership teams, and SEA building representatives to determine the viability of the waiver.
- B. Any site wishing to apply for a waiver from the collective bargaining agreement must follow the process outlined below.
  - 1. The waiver request must be in writing and shall specify the following (see contract waiver form in Addendum G.)
    - a. The contract provisions to be waived.
    - b. The goal, objective or action that requires the waiver.
    - c. The policy, guidelines or procedures that replace the contract provisions to be waived.
    - d. Verify that initial communication with Human Resources and SEA has occurred regarding the viability of the waiver.
  - 2. Once formalized in writing, building administrators and SEA representatives shall send the waiver to SEA and the District. Any change to the written waiver will be communicated to SEA and the District. “Affected SEA members” shall be identified by the District and the Association.
  - 3. The building shall hold at least one (1) meeting to discuss the waiver and all members shall receive a copy of the waiver request. Building, Association and District representatives may be involved in the meeting.
  - 4. All affected SEA members in the building shall vote on the waiver request. Voting shall be done by confidential paper ballot or an anonymous on-line system.
  - 5. The ballots shall be tallied by SEA building representatives and the principal or designee.
  - 6. Eighty-five percent (85%) or more of the affected SEA members must vote to approve the waiver request in order for it to continue the process for approval.
  - 7. The building representative(s) shall forward the waiver request to the Association President for consideration by the Executive Board at their next regularly scheduled meeting.



8. Should the Executive Board approve the waiver request, the Association President shall forward it to the Superintendent for consideration by the School Board at their next regularly scheduled meeting.
- C. Only after the entire process has been completed and all parties have approved, can the waiver be put into effect. Waivers shall be in effect for one (1) school year only, and can be renewed for one (1) additional year by a majority vote, unless an approved grant requires a multi-year commitment. Minor changes to the waiver that do not change the intent, can be approved at the building level by a majority vote. A permanent change to the contract may be considered in the next bargaining negotiation sessions.
- D. Except to the extent waived, this Agreement shall remain in full force and effect.

## **Section 8 – Distribution of Agreement**

- A. Following ratification and signing of this Agreement, the District shall print a mutually determined number of copies of this Agreement. The Association will accept the Agreement on behalf of the employees and will be responsible for distribution of the copies. Additional copies shall be provided to the Association.
- B. The cost of printing the Agreement shall be borne equally by the District and the Association. The District and the Association shall jointly agree to the format and shall proof the Agreement prior to the printing.
- C. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, and one (1) by the Association.

## **ARTICLE II – BUSINESS**

### **Section 1 - Administration of the Agreement**

- A. The District and the Association shall conduct regular Labor Management meetings for the purpose of providing continuing communication between the parties and promoting constructive labor management relations. Each party shall determine their own representation and will jointly decide upon the meeting format.
- B. Meetings shall be conducted regularly between the superintendent and/or designee and the Association president and/or designee to discuss District and school operations affecting employees. These shall be information sharing only. By mutual agreement, additional representatives of either party may be in attendance.
- C. The District and Association will establish an Education Support Specialist (ESS) Leadership Team that will meet on a regular basis to discuss and address unit specific issues as they arise.

### **Section 2 - Committees**

- A. The District shall inform the Association at Labor Management or Leadership Team meetings when District committees are to be formed. It will be determined at Labor Management if the committee shall be a joint committee or a District committee.
  - 1. An SEA Representative shall not be excluded from attending a District committee meeting as an observer.
  - 2. A joint committee shall have equal representation of District representatives and SEA representatives. SEA representatives shall be appointed by the SEA President. The District and its designees are not obligated to make known the formation of committees which are not composed of represented employees.

### **Section 3 – Dues Deduction**

- A. Association Dues
  - 1. Association dues are determined by the SEA. Questions about dues should be directed to the SEA. Changes to dues deduction amounts shall be provided to the District by September 1st of each year.
  - 2. Any changes to dues deduction amounts for individuals shall be provided to the District by the 10<sup>th</sup> of each month.
  - 3. The Association shall have the right to have deducted from the salary of members of the Association, an amount equal to the fees and dues required for membership in the Spokane Education Association, WEA and NEA. Payroll deduction shall also be available for those employees belonging to WEA-PAC and the NEA Fund for Children and Public Education.

4. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee.

#### B. Representation Fees

1. No members of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association.
  - a. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.
  - b. The amount of the representation fee will be determined by the Association, and transmitted to the District Business Office in writing by September 1<sup>st</sup> of each year.
2. In the event that the representation is regarded by an employee as a violation of their right to non-Association, such bona fide objections will be resolved according to law.
  - a. Any employee objecting to the representation fee based on bona fide religious tenets or teachings, or a church, will notify the Association and District of such objection in writing.
  - b. Upon filing of such objection, and after it has been determined that an employee has a bona fide religious objection to the payment of the representation fee, the employee and the Association shall agree on an appropriate secular charity.
  - c. In the event an agreement cannot be reached, the charity shall be designated by PERC pursuant to the law.

- C. The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of the Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the Association shall select the attorney(s).

### **Section 4 – Association Rights**

- A. The District will provide the Association with the use of the District interschool mail facilities for distribution of official Association communications so long as such communications are clearly labeled as Association materials and provided further that such communications are not in violation of the law. Courtesy copies will be made available to the District and the principal/supervisor upon request.
- B. The District will allow the Association and its respective affiliates the use of District facilities for Association meetings provided such meetings do not interfere with or interrupt the normal school day. Such meetings will be held outside duty hours. Exceptions may be granted by the building principal.

- C. Other than meetings as provided above, duly authorized representatives of the Association and its respective affiliates shall be permitted to transact Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Provided further that said representatives shall notify the building administrator or designee of their presence.
- D. The District will provide bulletin boards at locations mutually agreed upon for use by the Association. All materials posted shall be clearly labeled as official Association materials. Such bulletin boards shall only be used for the following notices:
  - 1. Association meetings and announcements,
  - 2. Official policy statements of the Association,
  - 3. Reports of Association committees,
  - 4. Association Election notices,
  - 5. Recreational and social affairs of the Association,
  - 6. Other official Association notices.

Notices or announcements should not contain anything reflecting unfavorably upon the District, its management, or any of its employees. Association officers and members shall not use expendable school district materials in the transaction of Association business without reimbursement to the District.

- E. The Association and its members shall have the right to use the District email and other electronic communication systems consistent with District policy and state law. Electronic files exist and are subject to public disclosure.
- F. The District agrees to furnish the Association all public records pursuant to state law.
- G. SEA will be authorized to hold four (4) school/site meetings a year during the thirty (30) minutes before or after the student day.

## **Section 5 – Management Rights**

- A. The District retains the right, unless modified by specific provisions within this agreement, to direct all employees; hire, promote, demote, assign, reassign, determine the duties of, and retain employees and to suspend or discharge them for sufficient cause, relieve employees from duties because of lack of work or other legitimate reasons; determine the method, number and kinds of personnel required.
- B. The parties agree that the District retains all the customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to, its responsibility to manage the affairs of the District or any part of it.

- C. The foregoing enumerated functions of the Board shall not be deemed to exclude other functions of the Board not specifically set forth.
- D. The parties agree that, in specified provisions of this Agreement, final decisions are reserved exclusively with the District Management. Such matters are referred to as “final authority matters.” Final decisions shall not be subject to the grievance procedures.

### **Section 6 - No Strike/No Lockout**

- A. The Association agrees that during the life of the Agreement it will not authorize, condone, sanction, or take part in any strike, walkout, or work stoppage of employees covered by this Agreement.
- B. The District agrees that during the life of this Agreement there shall be no lockout of employees covered by this Agreement. School closures caused by a strike of another employee group will not be considered a lockout if students make up the days at some other time.
- C. This section is inoperative during periods in which the Agreement is reopened.

## **ARTICLE III – PERSONNEL**

### **Section 1 – Job Descriptions**

- A. Job descriptions for all positions subject to this Agreement will be developed by the District.
1. No changes in job descriptions shall be made without good faith consultation with the Association addressing the District's perceived need for the change and suggested alternatives.
  2. Job descriptions shall be made available for each employee.
  3. Such job descriptions shall not describe any job in terms of responsibilities that rightfully belong within another bargaining unit, group, or job title.
  4. Any represented employee may submit written recommendations regarding job descriptions to the Human Resources department.
  5. Any changes in qualifications required in job descriptions shall apply to only employees not currently in those positions, except for changes in required licensing or state and federal laws which all employees must meet.
  6. If job descriptions for current positions are modified in a manner that would exclude current employees for assignment to those positions, all employees currently working in that position or similar positions shall be grandfathered as deemed qualified for assignment under that job description, except for changes in required licensing or state and federal laws which all employees must meet.
  7. Following ratification of this Agreement, the District will begin to update the job descriptions of the new positions added to the unit.
- B. When an employee feels that he/she is being asked to perform inappropriate job duties, the employee has the right to discuss the concern with his/her supervisor and/or program director without being disciplined for bringing forth the concern. Employees shall have the right to representation by the Association in any meetings with the supervisor concerning requests to perform inappropriate job duties.
- C. In the event a new job title or level is established, the applicable wage rate shall be negotiated. Every effort shall be made to negotiate the salary placement as soon as reasonably possible. Once the rate is established for the new job title or level, it shall become a part of the salary schedule and be paid retroactively to the employee dating back to the date when the employee started work in the new job title or level.
- D. New hires shall be required to pass a physical exam done by an outside firm and meet the physical requirements as specified in the job description. Employees wishing to transfer from a non-lifting to a lifting position will be required to pass a physical exam done by an outside firm. All physical exams done by an outside firm shall be paid by the District.

- E. Employees working under this Agreement shall be assigned work only in their particular group. Should a condition arise that endangers life or property they may be assigned to work temporarily in another department. The District will consult with the Association in such instances.

## **Section 2 – Rest Periods and Meal Breaks**

### **A. Rest Periods**

1. Rest periods shall be duty free and provided as follows:
  - a. Employees working three (3) hours shall receive a ten (10) minute rest period.
  - b. Employees working four (4) to five (5) hours shall receive a fifteen (15) minute rest period.
  - c. Employees working six (6) to seven (7) hours per day will be provided one (1) ten (10) minute and one (1) fifteen (15) minute rest period.
  - d. Employees working eight (8) hours per day shall be provided two (2) fifteen (15) minute rest periods.
  - e. Employees working ten (10) or more hours will be provided an additional ten (10) minute rest period.
2. The rest period will be scheduled by their supervisor as near the midpoint of their work period as practicable.
3. Rest periods may not be scheduled so as to extend the meal break or alter the employee's scheduled start or end time.
4. No wage deduction shall be made for such rest periods.

### **B. Meal Breaks**

1. Employees assigned five (5) hours or more shall receive an unpaid meal break of not less than thirty (30) minutes per day.
2. The meal break shall be scheduled by the supervisor as near the midpoint of their work period as practicable.
  - a. School Resource Officers (SROs) and Security Response Specialists (SRS) have specific language regarding their meal breaks in the SRO/SRS section of this contract.
3. In an emergency situation, should an employee not be completely relieved from duty during their lunch period, such time will be paid as work time. Overtime pay rates shall be paid if applicable.
4. Employees working three (3) hours or more past the normal work shift shall receive (1) thirty (30) minute unpaid meal break during the overtime period.

- D. Employees shall have the option to leave the work site during lunch periods upon verbal notification to the principal/supervisor or office staff, if applicable.
- E. Summer Express staff shall have the option to leave their work site during lunch periods upon notification to a co-worker, provided licensure/staffing requirements are maintained.

### **Section 3 – Holidays**

- A. Twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day and Independence Day.
- B. Non-twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, and Memorial Day. These employees shall have access to the Independence Day holiday if their work year extends beyond July 4<sup>th</sup>, or if they are assigned to work during the summer and their assignment includes work before and after July 4<sup>th</sup>.
- C. Should a holiday fall on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.
- D. Should Christmas Eve Day/New Year's Eve Day fall on a Friday, the holiday shall be observed on the preceding Thursday. Should these days fall on a Saturday or Sunday the holiday shall be observed on the preceding Friday.
- E. Any employee required to work on any of the listed holidays shall be paid at the double-time rate in addition to his/her regular pay. The employee, at his/her option, has the right to take compensatory time at the rate it was earned instead of pay.
- F. Employees will not be required to work on Labor Day except in emergency situations. Security Response Specialists (SRS), as part of their regular schedule, may be required to work on Labor Day.

### **Section 4 - Progressive Discipline**

- A. The District has the right to discipline, suspend, or dismiss for just cause.
  - 1. Prior to instituting progressive discipline steps, the District will have made a reasonable attempt to counsel with the employee and to clarify job expectations.
  - 2. All disciplinary action shall be in accordance with the principles of progressive discipline.
  - 3. Progressive discipline may include: verbal warning, written warning, and written reprimand.



4. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.
  5. Disciplinary actions, including verbal warnings, shall be committed to writing and placed in the appropriate file as listed in the "Employee Files" section of this agreement.
- B. No employee shall be disciplined in any form whatsoever without such employee being informed by his/her supervisor of the right to have representation from the Association.
- C. After a supervisor concludes that actions of an employee may be cause for discipline, he/she shall notify the employee of the nature of the concern which has come to his/her attention and allow the employee an opportunity to meet with the supervisor and respond.
1. Such notification must include complainant(s)' name(s).
  2. An employee shall have the right to be accompanied by a representative of the Association during any such meeting.
  3. Every effort will be made for such meetings to occur during the employee's regular work day.
  4. If, after the investigation is complete the District chooses to discipline the employee, the District may hand deliver the letter of discipline to the employee without calling a special meeting.
  5. An employee shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action and shall have access to the grievance procedure.
  6. Discipline can be removed from employee files consistent with the applicable provisions in the "Employee Files" section of this Agreement.

## **Section 5 - Employee Files**

### **A. Personnel Files**

1. The personnel file is a District file and shall be maintained in the District's Human Resources office.
2. Personnel files are confidential and shall be available for inspection only to the appropriate administrative staff and the individual employee.
3. All disciplinary action, excluding verbal warnings, shall be placed in this file.
4. By prior appointment, an employee shall have the opportunity to review the contents of his/her file and copy, at the employee's expense, materials within the file.
5. A review of the personnel file will be supervised by the Chief Human Resources Officer or designee(s).

6. The employee may request an additional individual, chosen by the employee, to be present for the personnel file review.
7. The employee may work with the Chief Human Resources Officer, or designee, to add material to, or delete material from, his/her personnel file. The employee shall have an opportunity to attach written comments to anything in his/her file.
8. Any derogatory document not provided to an employee within fifteen (15) work days after receipt shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.
  - a. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee having been provided a copy first and been provided the opportunity to attach his/her own comments.
  - b. Such written response shall become part of the employee's written personnel records.
9. All confidential materials currently in an employee's personnel file will remain except as removed according to the procedure outlined above. Confidential materials can be placed in an employee's personnel file only with the employee's permission.

#### B. Supervisor File

1. An employee's principal or program supervisor may maintain a supervisory file at his/her work site for the purpose of containing material pertinent to the employee's performance and for completion of an employee's evaluation(s).
2. Counseling/expectation memos and verbal warnings shall also be placed in this file. Information about removing these documents from employee files is listed below.
3. The supervisory file will be open for review by the employee upon request of the employee to set mutually agreeable time, within twenty-four (24) hours if possible, for such review.
  - a. The employee may choose to have a representative present.
  - b. The employee may copy materials from the file at his/her own expense.
4. The supervisor file may be maintained as long as the principal or program supervisor has the responsibility for evaluating the employee's performance at the work site or program.
  - a. When those responsibilities end, the contents of the file will be destroyed except for written documentation of counseling sessions and verbal warnings which will be forwarded to Human Resources. Documentation forwarded to Human Resources will be filed in the personnel director's office.

### C. Application and Screening Materials

The District will maintain application and screening materials in order to fill vacant positions. Materials are organized in relation to a posted vacancy and subsequent hiring process. These files are stored for the current year, plus three years as required by the Records Retention Act. Employees may review application materials the employee themselves have submitted.

### D. District Records

1. The District maintains other types of records related to grievances, discipline, and litigation.
2. If the District keeps a discipline record longer than what is stated in the timelines below, it will not be used as the basis for discipline.
3. Records of grievances are not kept in the personnel file.
4. District records are not available for review by the employee and will be available only to District administrative staff or legal counsel involved in the processing of grievances, discipline, or litigation.
5. District records will be kept separate from other District files.

### E. Document Removal from Supervisor and Personnel File

1. Counseling Memo and Verbal Warnings
  - a. Documentation of counseling sessions will be destroyed after one (1) year, provided that no further issues of a similar nature have occurred during that period of time.
  - b. After eighteen (18) months following the issuance, the employee may submit a written request to remove documentation of verbal warnings, provided that no further issues of a similar nature have occurred during that period of time.
  - c. The employee may submit a written request that the progressive disciplinary document revert to the next lowest step of progressive discipline.
  - d. The only reference to the discipline action will be kept in District records, separate from the employee's personnel file, as evidence of the District's handling of the matter. It cannot be used as a basis for future discipline of the employee.
2. Written Warnings and Written Reprimands
  - a. After two (2) years following the issuance, the employee may submit a written request to lower the discipline level of the document if there has been no recurrence of the behavior.
  - b. The new level of the discipline will be noted as revised and dated on the original document.

- c. Documents lowered to the level of verbal warning will be removed from the personnel file and will be kept in the site supervisor's file only.
- F. Applicability of Public Disclosure Laws: Nothing in this agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee prior to the release of any requested document(s).

## **Section 6 – Seniority**

- A. Seniority shall be defined as the length of time the employee has served within the specific District group as a member of the bargaining unit and in accordance with law. Seniority for employees with service fewer than four (4) hours daily prior to September 1, 2012 will be based on their start date in the position.

For Express employees, seniority shall carry over should the employee move from Activity Leader to Site Director, or the reverse.

- B. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations.
- C. Employees' earned seniority shall not be lost due to illness, authorized leave of absence, or temporary layoff.
- D. In the event that two (2) or more employees have the same seniority date of work, the tie shall be broken as determined by a number drawn lottery, the winner being the most senior.
  - 1. Should a subsequent event arise involving the same employees, a new lottery will be conducted.
  - 2. The Association and all employees so affected shall be notified of the date, place and time of the lottery.
- E. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- F. The District will make an initial seniority list available annually, by the end of the first week in March. Employees shall contact the District within fifteen (15) days of the seniority list being published if there is a dispute to his/her seniority placement.
  - 1. The final seniority list will be posted by Human Resources and made available to employees by the last working day in March.
  - 2. The list will not include employee social security numbers.
- G. An employee shall lose seniority and be deemed to be separated from employment with the District if he or she resigns voluntarily.

## **Section 7 - Assignment and Transfer**

- A. No assignment, reassignments, transfers or promotions may occur between groups as defined in Article I, Section 1, "Definitions" of this Agreement. Employees may use the application process to obtain positions in other groups.
- B. Assignment and transfer language for the Express group shall be found in Article VIII.
- C. Definition of Terms:
  - 1. ASSIGNMENT: An individual's current job placement in a group and job title.
  - 2. PROGRAM LOCATION MOVE: When a program is moved from one building to another building with the same staff members because of facility needs.
  - 3. REASSIGNMENT: A change in building location or classroom assignment within a building within a job title because of program needs.
  - 4. TRANSFER: Voluntary or involuntary movement of staff within a group.
    - a. INVOLUNTARY TRANSFER: Placement by the District into a different job title within a group.
    - b. VOLUNTARY TRANSFER: Decision by the employee to move from one assignment or job title to another within the same pay level in the same group.
  - 5. PROMOTION: When an employee changes from one assignment to an assignment whereby the employee receives increased hourly pay within the same group.
  - 6. VACANCY: A job to be filled as determined by the District.
- D. Sequence of Assignments and Transfers:
  - 1. Reassignments
    - a. IA Reassignment
    - b. All other applicable group reassignment
  - 2. Placement of current year involuntary transfers
  - 3. Placement of involuntary transfers within the last one (1) year
  - 4. Placement of returns from leave
  - 5. Increase of hours

6. Posting of Vacancies including Promotions

- a. Voluntary transfers shall be considered first
- b. Opportunities for promotion shall be considered second
- c. Only if no internal candidates are chosen, will the District consider outside applicants.

E. Special Needs Transfers: Special needs transfers may occur at any time during the above process but only when there is a vacancy. The District and the Association may agree to the special placement of a staff member for unique circumstances. Such placements would bypass other transfer provisions and be agreed to by the employee.

F. IA Reassignment Procedure:

- 1. Reassignments may be made for program need and must be within one half (1/2) hour of the employee's current assignment. Reassignments out of a school site should be the least senior in the job title. Reassignments shall be conducted as follows:
  - a. Employees who need to be reassigned, shall be placed into open positions within their job title if available.
  - b. Prior to making any reassignments, the District shall ask for volunteers from the site if applicable.
    - i. If there are no volunteers, the least senior employee in a location shall be the employee chosen for reassignment.
    - ii. Should there be a need to reassign an employee from one classroom assignment within a building to another classroom assignment within a building and in the same job title, the least senior employee shall be reassigned.
- 2. In the event there are no positions open for reassignment in affected job title, the displaced senior employee(s) shall be reassigned to the least senior employee's position(s). The least senior employee(s) in that job title shall then be involuntarily transferred or laid off.

G. All Other Applicable Group Reassignment Procedure

- 1. Reassignments may be made for program need and must be within one half (1/2) hour of the employee's current assignment.
- 2. In the spring, if needed, the District will seek input from all employees in a job title regarding reassignment. This input may include, but not be limited to: suggestions around clustering of buildings, preferences of assignment, and preference of location(s).

3. Decisions regarding reassignment shall not be made in an arbitrary, capricious or retaliatory manner and shall consider the following factors:
  - a. Seniority
  - b. Travel time
  - c. Recent experience in the assignment
  - d. Equity in the number of buildings and students served
  - e. Length of time in the building
  - f. Special certifications/skills
  - g. Location of office or space
  - h. Previous reassignments and transfers not requested by the employee
4. Reasonable effort shall be made to notify employees of any reassignment prior to the end of the school year.
5. In order to identify available positions for reassignment or transfer, assignment adjustments shall be made by October 15.
6. Any vacancies that occur between these reassignment periods shall be posted to the group for voluntary transfer.

#### H. Involuntary Transfer Procedures:

1. Prior to any involuntary transfers occurring, the District will identify the job titles, location, and number of staff needing to be relocated by group.
2. Employees identified for involuntary transfer will be least senior in the job title identified as needing to be reduced. For the Security group in regards to involuntary transfer, the least senior shall be defined as the employee with the least amount of time spent in that job title.
3. In an attempt to prevent involuntary transfers, the District will seek volunteers from the identified job title to take the place of those identified for involuntary transfer.
  - b. When choosing jobs, these volunteers maintain their seniority.
  - c. A list of available jobs shall be provided to each applicable employee three (3) days prior to the transfer meeting. An employee who has volunteered to become the involuntary transfer, may rescind their offer to the transfer within twenty-four (24) hours of the distribution of the list. After that twenty-four (24) hours has passed, the employee is

obligated to attend the involuntary transfer for one (1) year and shall be invited to the following year involuntary transfer meeting.

4. If an employee voluntarily transfers into the position vacated by the SEA president, he/she agrees to become an involuntary transfer in the event the SEA president returns to his/her position at the end of his/her term.
5. Involuntary Transfer meeting or a Meeting Held Via Telephone.
  - a. If possible, the meeting shall occur before school is out. An explanation of the process and of each available position shall be distributed.
  - b. SEA and District representatives may attend this meeting.
  - c. Employees who need to be placed and who cannot attend the meeting shall be provided with the information and asked to return the interest form to Human Resources prior to the meeting.
  - d. All identified displaced staff will be ranked from most to least senior within the group.
  - e. All known open assignments will be listed by group and job title.
  - f. Beginning with the most senior person to be involuntary transferred within each group, he/she will be allowed to choose an assignment for which they are qualified from the available vacancies within the group within a half an hour (1/2) of the employee's current assignment. If there are no positions for which the employee may choose, the layoff process shall be followed.
6. Employees shall not receive a promotion through the involuntary transfer process.
7. Involuntarily transferred employees shall keep their same hourly wage with the involuntary transfer.
8. Employees who have been involuntarily transferred to a position in which they have no previous experience will not be discharged for performance deficiencies the first (1st) year of their involuntary transfer. Upon request, involuntarily transferred employees will be provided with the necessary help and assistance to learn their new job.
9. No employee will be involuntarily transferred two (2) years in a row unless due to a program location change or a program elimination.
10. If there are no positions for non-highly qualified Instructional Assistants to select from, they will not displace any current Instructional Assistant, but will go on layoff status.
11. Selection of a site includes agreement to any prior approved contract waiver(s).



I. Placement of Employees who are on Involuntary Transfer Status from Prior Years Procedure:

1. Involuntary transfers from prior year shall select from all remaining positions after placement of new involuntary transfers.
2. Beginning with the most senior, employees shall select a position within one half (1/2) hour of his/her former assignment.

J. Returns from Leave Procedure:

1. Prior to departing on a leave of absence, the employee will fill out a form indicating the type of position to which the employee wishes to be returned. Options may include work site, job title or both.
2. Employees returning from a leave of absence will be offered a choice from as like positions as possible based within their job title and based on their indicated interest.
3. Agreement to take the leave of absence means the employee is willing to accept an approved contract waiver at the building where the employee is placed.
4. Upon return from leave, if no position is available within their job title, the employee may be involuntarily transferred to another position in their group for which they are qualified, or laid off. In such cases, the District will follow procedures as established within this Agreement.

K. Increase of Hours

1. Part-time staff will be eligible to increase their hours by two (2) hours or less in building. This increase shall not restrict the District's responsibility of placing staff who are impacted by involuntary transfer or staff returning from leaves of absence.
2. Hours shall first be offered to the most senior employee in building in the same job title. If it doesn't work within the employee's schedule or is not practical, the hours may be offered at the building to another employee in the group. Should more than one (1) employee be interested, seniority shall prevail.
3. If no in-building employee wants to increase their hours, the hours shall be posted.

L. Posting of Vacancies:

1. All vacant positions will be posted in a timely manner.
2. A Notice of Position Vacancy shall be developed and posted on the District website for a minimum of five (5) working days.
3. Copies of the posting will be available upon request from Human Resources.

4. The Notice of Position Vacancy shall contain all information necessary for an employee to evaluate his/her interest in the position. For example:
  - a. Position location and supervisor,
  - b. Description of responsibilities, qualifications and terms and conditions of employment,
  - c. Application procedures and closing date.

M. Voluntary Transfer Procedure:

1. Requests for transfer to a job title at the same or lower pay level within the group must be made on a form provided by the District as specific vacancies become available. Staff interested in vacancies which occur while they are on vacation or during non-student periods may leave a transfer request form with Human Resources prior to leaving for the break.
2. Effective August 1 through five (5) working days before students begin, building selection teams can screen and interview both internal transfer and outside applicants at the same time. The District has the interest in posting, interviewing and filling positions in an efficient manner.
3. Any employee who was reassigned or involuntarily transferred from the open position within the last two (2) years and submits an application shall receive their prior position, provided they had an overall satisfactory evaluation when they left the position. It is the employee's responsibility to inform the District that they had been reassigned or involuntarily transferred from the position in the last two (2) years.
4. The employee selected for voluntary transfer must meet qualification requirements for the position. An employee with current evaluation performance deficiencies may be denied a transfer.
5. Should two (2) or more employees meet the requirements listed above the position will be awarded based on seniority.
6. An employee who does not receive an assignment to a specific posted vacancy for which the employee had submitted a specific letter of application during the posting period will, upon request of the employee, be informed of the reasons why he/she did not receive the assignment.
7. An employee who is selected for a voluntary transfer within the same group will begin the new position on the required start date.
  - a. A substitute will be placed in the employee's former position, if needed.
  - b. A permanent replacement will not be hired for the employee's former position until any employees who were interviewed, but were not selected for the new position, have an opportunity to complete the grievance hearing process.

- c. The grievant must initiate the process within five (5) working days of being notified by Human Resources that he/she has not been selected for the position.
- d. Any interview committee shall not have access to information regarding outside applicants prior to considering all internal applicants.

N. Promotion:

1. Employees interested in a promotion, shall complete the online application form as provided by the District as specific vacancies become available.
2. Effective August 1, through five working days before students begin, building selections teams can screen and interview both internal transfer and outside applicants at the same time. The District has the interest in posting, interviewing and filling positions in an efficient manner.
3. Staff interested in vacancies which occur while they are on vacation or during non-student periods may leave a promotion request form with Human Resources prior to leaving for the break.
4. If more than one (1) employee within a group applies, at a minimum, the two (2) most senior employees who applied and meet the qualifications as defined on the job description shall be interviewed.
5. Should it be determined that two (2) or more employees match the qualifications for the position, the position will be awarded based on the following:
  - a. First consideration: prior work experience as it relates to the posted vacancy and/or other related experiences;
  - b. Second consideration: seniority.
  - c. The position will not be awarded in an arbitrary, capricious, or retaliatory manner.
6. An employee who does not receive an assignment to a specific posted vacancy for which the employee had submitted a specific letter of application during the posting period will, upon request of the employee, be informed of the reasons why he/she did not receive the assignment.
7. An employee who is selected for a promotion will begin the new position on the required start date.
  - a. A substitute will be placed in the employee's former position, if needed.
  - b. A permanent replacement will not be hired for the employee's former position until any employees who were interviewed, but were not selected for the new position, have an opportunity to complete the grievance hearing process.

- c. The grievant must initiate the process within five (5) working days of being notified by Human Resources that he/she has not been selected for the position.

O. Reassignment due to Medical Accommodations

1. Any employee who, because of health reasons, is unable to perform the duties of the employee's regular position at the time a physician or medical panel certifies that the employee is unable to perform the work, may be reassigned to another position without the position being posted and without regard to seniority.
2. The employee may be assigned to a position outside of the jurisdiction of the Association without loss of seniority.
3. Employees may also, upon agreement with the Association, be placed into short term positions in another bargaining unit.

- P. Up to five (5) educational support personnel, entry-level positions per year may be filled by the District irrespective of hiring priorities and all transfer provisions. These positions are to enable the District to hire people who can offer special and unique contributions and to fill areas of shortage. The District will notify the Association, in writing, when this provision is applied.

## **Section 8 – Layoff and Recall**

- A. The provisions below do not apply to Express employees. Layoff and Recall provisions for Express employees shall be outlined in Article VIII.

B. Layoff shall be defined as a reduction in the work force for economic reasons only.

1. The District shall release all new hire probationary employees prior to entering the layoff process.
2. Any employees affected by layoff shall receive written notification thirty (30) calendar days prior to the layoff taking effect. The Association shall also be notified.
3. Seniority shall prevail for determining layoffs.
4. Layoff will be applied by group, then job title, using the following procedures:
  - a. The District shall first determine how many positions will be retained in each job title within the affected group.
  - b. Within each job title, the District shall identify for layoff the least senior employees in that title.
  - c. Employees whose positions have been eliminated and/or identified for layoff may displace employees in positions in other job titles in their group within one half (1/2) hour, provided that

they possess greater seniority than employees who would otherwise be retained in the position and meet the qualifications.

- d. Employees who may suffer a reduction in pay or hours as a result of this provision may notify the District of their choice to go into layoff status prior to finalization of layoff.
  - e. For the purpose of this section, seniority ties shall be broken by a number drawn lottery and layoff and recall are considered one (1) event.
- 5. Laid-off employees may apply for employment in vacant District positions in other bargaining units. The District agrees to grant to the laid-off employee preference for interviews for two (2) Association-represented positions if there exist no performance concerns with the laid-off employee who applies.
  - 6. For laid off employees, COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law, and/or carrier limitations.
  - 7. Employees in layoff status shall be eligible for substitute positions.

#### C. Re-employment Recall Pool

- 1. Employees that are to be laid off shall be placed in a recall pool. Employees will be called back in the reverse order in which they were laid off to any position within their group for which they meet the job qualifications. An employee in the recall pool must be recalled into a position that:
  - a. is equal to the salary level from which they were laid off and within a one half (1/2) hour of the position that was previously held,
  - b. and meets the minimal qualifications listed in the job description at the time of the layoff.
- 2. Any high school officer promoted to a Central officer position during the layoff process shall be placed back into a high school position when one becomes available.
- 3. Employees may be called back into positions that are of a lower salary level or fewer hours, but by choosing this position the employee does not forfeit the right to be recalled into an equal position within the recall period.
- 4. Employees shall remain in the recall pool for twenty-four (24) consecutive months. An employee may be removed from the recall pool if at any time the employee declines recall to an equal position.
- 5. It shall be the sole responsibility of the employee to notify the employer of a change in address.
  - a. The recall notice shall be sent to the employee's last known address and state the time and date for which the employee is to report back to work.

- b. If a certified or registered letter, return receipt requested, fails to produce a response from the affected employee within ten (10) days of the sending of the letter of recall, then the employer shall be absolved from any further responsibility to attempt to locate the employee, and that employee's name shall be removed from the recall list.
- 6. If the employee accepts the recall, the employee will be given two (2) weeks to return to work.
- 7. The District may fill the position on a temporary basis until the recalled employee can report for work.
- 8. Unused accumulated sick leave shall be restored to the employee upon his/her return to active employment. Other benefits will be reinstated as appropriate to the position held.

## **Section 9 - Employee Protection**

- A. The District shall provide a safe and healthy working environment for all employees.
  - 1. An employee shall immediately report potentially unsafe or hazardous conditions to their supervisors.
  - 2. Unresolved conditions may be submitted for discussion at Labor Management meetings.
- B. Social Security numbers will be treated as private and confidential information while recognizing the fact that they may be needed to be used for documentation when mandated by federal or state regulation.
- C. A communication device will be available to an employee required to work in a building alone. If an employee is given an assignment outside of their regular duties requiring them to work alone, that employee may decline the assignment without repercussions if he/she has safety concerns.
- D. The District will strive to improve security in parking lots and shall vigorously pursue investigations of vandalism occurring on school property and shall report to the affected employee/Association.
- E. Each facility shall have a building-wide crisis plan.
  - 1. These plans shall be comprehensive, and include plans for the gym, cafeteria, library, multi-purpose room, outside and any other area used by employees and/or students.
  - 2. The crisis plan must be in print and a copy provided to each staff member at review and information sessions at the beginning of each school year.
- F. In those situations where it is mutually determined appropriate, the District will provide legal defense in criminal cases. In those situations where criminal charges arising out of employment have been filed against an employee, the District agrees to reimburse all legal fees as deemed reasonable by the court to the employee if he/she is found innocent of the charges. All necessary forms for implementing the provisions shall be made available by the District in every building.

- G. If an instructional assistant/teacher in the ABLE program is injured on the job, an incident report will be filed in a timely manner to document the injury. The staff member may then request “administrative leave” days to be reviewed by Human Resources. Unique situations that occur in other programs can also be referred to Human Resources for consideration. In the case that Human Resources denies a request, appeals can be made to Labor Management.

## **Section 10 – Indoor Air Quality**

- A. If there is an environmental concern at a District work site, the employee will email/notify the District’s Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern.
- B. Based on the reported concern, the District Industrial Hygienist will:
1. Test and monitor the area.
  2. Track the employee concern as reported on physical hazard notification forms and employee logs.
  3. Facilitate, research, and recommend solutions in a timely manner.
  4. Ensure that reported concerns are addressed through work orders, school building improvements, repair and/or preventative maintenance program.
- C. Unresolved indoor environmental issues may be submitted to the Joint Indoor Air Quality Committee who will be consulted for recommendations.
1. The Committee shall be comprised of the District’s Industrial Hygienist, the Director of Maintenance (or designee), the Director of Safety (or designee), and three (3) SEA representatives (to be communicated by SEA to the Industrial Hygienist annually).
  2. If the Industrial Hygienist position is vacated or discontinued, the Committee shall recommend independent testing groups.

## **Section 11 – Worker’s Compensation**

- A. If an employee is injured on the job, an incident report will be filed in a timely manner to document the injury.
- B. Employees who sustain a personal injury/illness, covered by workers’ compensation, in the course of employment will be paid full salary for the period of absence less the amount of the workers’ compensation award made for disability due to such injury/illness.
- C. Such absence shall not be charged to the annual or accumulated illness leave up to a maximum of thirty (30) workdays.

- D. If a deduction in accumulated leave or salary has been implemented by the District, the leave bank or salary will be reinstated upon receipt of the Department of Labor and Industry order and notice form approval.
- E. After thirty (30) work days, such absence shall be charged to the annual or accumulated illness leave in the pro rata amount paid by the District.
- F. The District will provide, at its discretion, on the job support(s) to reduce instances of work related injury.
- G. Injury Related Reassignment
  - 1. The District shall enter into an interactive dialogue with an employee who has or incurs an injury or medical condition that may require accommodations in order to perform job duties.
  - 2. The employee may be assigned to a position outside of the jurisdiction of the Association without loss of seniority. The employee will continue to receive all rights, privileges, and protections normally given under this Agreement. If any provision of the Collective Bargaining Agreement is in conflict with the new position, the District and Association shall decide jointly on the appropriateness of the proposed placement.
  - 3. The Association will be informed in writing if any employee not represented by the Association is assigned to a position represented by the bargaining unit or if an employee represented by the Association is placed in a position outside of the bargaining unit.
- H. Light duty for on the Job Injuries
  - 1. The District will institute a light-duty program to return employees to work who have been authorized to return to a light-duty assignment. Light-duty assignments may differ from the employee's regular work assignment.
  - 2. The District will make a good faith effort to designate light duty positions for employees required to work with physical restrictions due to an on-the-job illness. The employee must have a written release from his/her attending physician and must comply with any regulations required by Washington State Worker's Compensation. Employees performing light duty shall be compensated at their regular rate of pay.
- I. Compensation for employees on rehabilitation shall be determined by the Department of Labor and Industry's Loss of Earning Power Standards.

## **Section 12 – Loss or Damage of Personal Property**

- A. The District agrees that it will include employees as insureds in the District's liability policy. The District shall reimburse the employees for:
  - 1. the replacement of any clothing or other personal property damaged or destroyed in a disturbance as defined by state statutes.



2. any District-registered personal property used for instructional purposes in the workstation which has been damaged, destroyed, or stolen during the course of their employment. Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or \$125, whichever is less.
  3. personal items damaged, destroyed, or stolen from the building or work station, provided steps have been taken to secure such property by locking or other appropriate security measure(s). Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or \$125, whichever is less.
- B. The District shall reimburse vandalism to an employee's vehicle under the following conditions:
1. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the family vehicle which has been damaged.
  2. The vandalism must have occurred while the employee was at a District work site performing District business.
  3. Damage resulting from a collision or damage from another vehicle is not reimbursable.
  4. Reimbursement shall be made per vandalism occurrence in the amount of \$125 or the employee's deductible, whichever is less.
- C. Any incident initiating a claim for reimbursement for loss must be reported by the employee to the building principal and to the District security department.
- D. All claims for reimbursement for loss, except "B.1" above, require a certification of valid insurance with the amount of the employee's deductible, by a representative of the employee's insurance company. Forms will be available from the District Business Office.
- E. For those employees who have no personal insurance, the District agrees to submit the claim(s) to the District's insurance company for consideration.

### **Section 13 - Loss or Damage of District Property**

Employees shall not be liable for district property that is damaged, destroyed, or stolen provided prudent steps have been taken to protect such property.

### **Section 14 - Threat and/or Assault on an Employee**

- A. The District shall take reports of threats and assault seriously.
- B. Any case of a threat and/or assault upon an employee by a student, parent, or guardian shall promptly be reported to the employee's supervisor or designee.
- C. The District shall meet with the employee about the allegation of a threat or assault.

- D. The District shall inform the employee of any action taken in response to the student as reported after conferring with the employee.
- E. The District acknowledges the extraordinary impact that serious threats and assault on staff members has on the educational process and will, therefore, take more severe disciplinary action for exceptional misconduct.
  - 1. Such disciplinary action may include expulsion or emergency expulsion whenever appropriate in accordance with student due process rights.
  - 2. The District shall follow the law when disciplining Special Education students.
- F. The District shall inform the employee on those legal rights and alternative courses of action available to the employee.
- G. Threats or assaults that have resulted in a documented medical condition shall be reviewed by the District and may not result in the loss of sick or vacation leave.
- H. The District will refer reports of threats and assault to the authorities as appropriate.
- I. School visitor information shall include notice of the District's expectation regarding physical or verbal abuses, intimidations or interference with an employee's ability to perform his/her duties.
- J. The Employee Assistance Plan is available for any employee and information about this program can be found in the Benefits Office.

## **Section 15 – Potentially Dangerous Students and Patrons**

- A. After school officials have been alerted regarding a potentially dangerous student, parent, other adult, or visitor; they will notify affected staff in a timely manner, and in accordance with all state and federal laws.
- B. All staff, on a need to know basis as defined by law, shall be informed prior to being assigned student(s) who evidence behaviors that could present a safety problem to other students or staff. In addition all staff, based on a need to know basis as defined by law, shall have access to the above-mentioned information as they feel the need arises.
  - 1. "Shall be informed" is a shared responsibility between staff and administration and support staff.
  - 2. "Evidenced behaviors" are obtained through a self-report registration document as well as any other information that clearly presents a safety problem.
  - 3. As per law, a student cannot, however, be withheld from class pending the schools receipt of the student's records.

4. Affected staff shall be provided with specific information about the known behavior pattern(s) of the student(s), including the student record except as outlined in school district policy where release by the student is necessary or where the record is the working notes only seen by the person making them.
  5. Staff will be provided with suggested strategies for managing those behaviors. The sharing of confidential information about a student is to be done discretely and only for the purpose of providing a safe learning and working environment for all staff and students, and may not be used to isolate, ostracize, target, label, or in any way violate the confidentiality rights of the involved student(s). Any other information that is not contained in the student record that is not confidential will be communicated to staff who have a need and an interest to know.
- C. The sharing of confidential information about a student's family is to be done discretely and only for the purpose of providing a safe learning and working environment for all staff and students and may not be used to isolate, ostracize, target, label, or in any way violate the confidentiality rights of the involved student(s). All staff, based on a need to know basis as defined by law, shall be informed prior to being assigned student(s) whose family evidences behaviors that could present a safety problem to the students or staff. Affected staff shall be provided with specific information about the known behavior pattern(s) of the involved person(s) and suggested strategies for managing those behaviors.

## **Section 16 - Overtime and Compensatory Time**

Overtime language for the following groups can be found in the Articles applicable to those groups: Print Shop Group, Event Services Group, Instructional Materials Handler Group, Student Specialists Group, Administrative Office Group.

- A. Time worked beyond eight (8) hours a day or forty (40) hours per week shall be compensated at the rate of one and one half (1 1/2) times the employee's regular hourly rate of pay. Approval for additional time or overtime must be obtained in advance or as soon as possible from the building principal or program manager.
- B. Compensatory time, may be granted by mutual agreement of the employee and the building principal or program manager for hours worked in excess of the normal workday and/or for hours worked in excess of the forty (40) hour week. Compensatory time shall be earned at the rate of one and one half (1 1/2) hours for each hour of overtime worked beyond forty (40) hours per week. Employees who have generated compensatory time during the year must use it by August 15 or the District will pay out any unused compensatory time balance an employee may have.
- C. Express employees are excluded from the compensatory time provisions above.

## **Section 17- New Hire Probationary Employees**

- A. All new employees shall serve a sixty (60) working day probationary period. Probationary employees may be discharged at the discretion of the District during the probationary period and shall have no access to the grievance procedures found herein in regard to such termination. Probationary

employees are covered by all terms and conditions of this Agreement except layoff/recall, progressive discipline, and the grievance process.

- B. New hire probationary employees determined to have an unsatisfactory performance level shall receive a performance evaluation report prepared by his/her primary evaluator. Employees determined to have an unsatisfactory performance level will be provided with specific concerns to be addressed prior to completion of their probationary period in order to continue employment.
- C. New hire employees are not eligible for transfer while they are serving their probationary period.

## **Section 18 - Employee Evaluation**

### **A. Performance Evaluation Process for Non-Probationary Employees**

1. The parties agree that performance concerns will not be addressed for the first time on the performance evaluation report. Evaluator(s) will accurately inform employees of their progress during the evaluation process.
2. All employees shall have one (1) evaluation per year. Employees on performance probation shall receive additional evaluations.
3. Evaluations will be completed on a form developed by the District after consultation with the Association. This form shall be found on the District's website.
4. Evaluations will be completed on or before May 15. Evaluations shall be based on data collected by the evaluator(s) from the current year only. Evaluations for Express employees shall be completed on or before the last day of school.
5. Primary and contributing evaluators are assigned as follows:
  - a. For the Instructional Assistant Group, the primary evaluator will be a building administrator. A contributing evaluator may be the classroom teacher. Itinerant IAs will be assigned a program coordinator as a primary evaluator. A building administrator may be a contributing evaluator.
  - b. For the Interpreter Group (Interpreters of the Deaf/Hard of Hearing and Bilingual Specialists), the primary evaluator will be either the program supervisor or building administrator. A contributing evaluator may be either the program supervisor or a building administrator.
  - c. For the Student Assistance Group the primary evaluator shall be the program coordinator. A contributing evaluator may be a building administrator.
  - d. For the Nursing Group, the primary evaluator shall be the program coordinator. A contributing evaluator may be a building administrator.
  - e. Security Group, For Central School Resources Officers, School Based Resource Officers, Itinerant Central School Resource Officers and Security Response Specialists the primary

evaluator shall be the security supervisor. A contributing evaluator may be a building administrator.

- f. For the Express Group: the primary evaluator shall be the site supervisor or administrator.
6. Employees shall be notified of the name of their primary evaluator and contributing evaluator by the last day in October.
  7. Any negative report by a contributing evaluator must be supported by the primary evaluator before being used on the annual evaluation.
  8. Supervisors shall conduct site visitations to observe operations and gather their own verified information for the evaluation(s). Any information collected that may negatively impact the employee's annual evaluation must be put in writing and given to the employee within ten (10) days of the knowledge of the verified information. The employee or the supervisor may request a meeting to discuss the negative information.
  9. An employee shall be given a copy of any written evaluation by his/her primary evaluator at least three (3) working days before any conference to discuss it. No employee shall be required to sign a blank or incomplete evaluation form. No evaluation shall be placed in the employee's file without their review. An employee has the right to attach comments to all evaluations.
    - a. An employee with satisfactory marks in all areas may decline to meet with their evaluator(s).
    - b. Employees with a Requires Improvement or Unsatisfactory rating must attend a conference with their primary evaluator.
  10. An employee who receives an overall Unsatisfactory rating on their annual evaluation report may be placed on probation at the discretion of the District.

## **Section 19 – Employee Performance Probation Process**

- A. If an employee is put on probation for performance deficiencies after receiving an overall Unsatisfactory on the annual evaluation report, performance deficiencies will be communicated to the employee.
- B. Any probationary period will last a minimum of forty-five (45) working days. The forty-five (45) day probationary period shall start the day after the employee is given a plan of probation in a meeting. The plan shall be in writing. The plan shall include suggestions and support for improvement of his/her performance.
- C. Employees are not eligible for voluntary transfer while they are on probation.
- D. Any employee on probation shall be removed from probation at any time the employee has demonstrated improvement to the satisfaction of the primary evaluator(s), in those areas specifically detailed in his/her notice of probation. In this event, a statement shall be attached to the evaluation report indicating the employee has successfully met the conditions of probation. Probation may be

extended if the employee shows sufficient improvement but is still deficient in some areas as determined by the District.

- E. If the employee on probation has not demonstrated sufficient improvement completion of the probationary period, a recommendation may be made to the School Board that the employee may be terminated.

## **Section 20 – School Decision Making**

- A. Each building shall have an inclusive decision making process in writing that will be reviewed by all staff each year. The process will focus on student needs, academic achievement, and support for staff to include the following principles and effective practices:
  - 1. Each school shall have a representative, shared leadership team(s) which may include both certificated and classified staff. The number of representatives shall be sufficient so that communication looping to all affected staff is possible.
  - 2. The responsibilities of the shared school leadership team include but are not limited to:
    - a. developing a continuum of decision-making responsibilities (e.g. who makes which decisions).
    - b. establishing team norms.
    - c. implementing the School Improvement Plan (SIP).
    - d. creating opportunities for input and to surface questions or concerns.
    - e. communicating throughout the decision making process (e.g. loop-outs to affected classified and certificated staff, meeting topics and/or minutes, staff updates and/or bulletins etc.).
    - f. recommending to staff possible amendments to the decision making process if the representative shared leadership team or other staff determine there is a need to do so. Any amendment to the decision making process shall be voted on by the entire staff.
- B. A SIP may not be designed or implemented that is contrary or inconsistent with the terms of any SEA Collective Bargaining Agreement or School Board Policy. Annually, the District will provide the Association president with access to each SIP.
- C. Each school will use its inclusive decision making process with affected classified or certificated staff to determine participation in a pilot program. For this provision, pilot programs refer to anything that is not mandated curricula and/or any trial of curriculum or assessment the District is not requiring of schools.

## **Section 21- Building Budgets**

- A. Prior to semester break of each year the building administration shall share the actual building budget for the current year.

- B. Prior to the start of school, individual program budgets at the Skill Center shall be provided to the specific program staff.
- C. Prior to spring break of each year the building administrator will schedule a voluntary meeting to gather input for budgeting for the following year.
- D. Budget allocations will not be arbitrary or capricious, or retaliatory.

## **Section 22 - Mentor Program**

The District will establish a mentor program for in house training of new employees.

## **Section 23 - Summer Employees**

A. This section does not apply to Express Employees. Language for Express employees shall be found under Article VIII - Express Employees.

B. District-Wide Summer School or Summer Program Selection Process:

1. Employees with previous summer school experience shall have first opportunity for available positions within their job title at the same or fewer number of hours and/or level of pay as is assigned during the school year.
2. Seniority in summer school shall be determined by continuous summer experience, excluding authorized leaves of absence, or the equivalent for periods when no such provision existed.
3. If a greater number of qualified employees are interested than there are available positions with the same or fewer number of hours as is assigned during the school year, selection will be based secondly on group seniority.
4. Employees may be paid for the Independence Day holiday as per the "Holidays" section of this contract.
5. All provisions of this Agreement shall be in effect for employees working the summer program.

C. Building-Based Summer Program Selection Process

1. Building level summer school programs shall attempt to use building level staff to serve the program. These positions shall be posted in the building. Priority will be given in the following order:
  - a. First priority: building based bargaining unit members, by seniority, who have prior building-level extended program experience and job title
  - b. Second priority: building based bargaining unit members, by seniority and job title

- c. Third priority: bargaining unit members from other buildings by seniority and job title

## **Section 24 - Summer Mail Delivery**

During the summer months, the District will maintain mail delivery to a designated spot at each work site at least once a week.

## **Section 25 - Staff Development and Training**

- A. All time required to obtain training will be paid time, over and above regular hours, or included in the workday.
- B. Conference week(s) may be used to offer training. No employee shall be required to stay beyond their work day. Any additional time beyond the work day spent to attend training shall be paid at the appropriate rate of pay.
- C. The District shall provide up to eight (8) hours of job specific training on non-student days, conference weeks, during the employee's work day, Saturdays, evenings, or other agreed upon times for Education Support Professionals. The District shall provide a training fund of \$50,000. Employee input shall be sought each year to help determine the needs for these trainings. These trainings shall not replace existing mandatory or contractually obligated training.
- D. The District shall provide all staff with a first day "tip sheet" regarding working with Special Education, ESL and 504 students. A variety of "tip sheets" should be readied for various disabilities and handicapping conditions.
- E. All employees who are required by the District to maintain first aid/ CPR certification will attend classes during the workday or be compensated at the appropriate rate of pay if outside the workday.
- F. Tests for licenses or permits which are currently required by the District and are needed to maintain a job title will be taken during the employee's regular work shift.
- G. When the District knows that a training will be a pilot or involves a professional commitment beyond the training session(s) and/or the contracted day, the District will state those commitments, to the best of its ability, within the course description.
- H. IAs will have access to "use it or lose it" time to be used for Building/District staff development purposes. Specifically, IAs will have six (6) hours of time for each day that is provided by the state legislature which provides additional staff development days to the certificated state salary schedule. If no days are designated by the state to the certificated state salary schedule, no hours are provided for IA use.

## **Section 26 - Student Workplace Training Opportunities**

- A. The District and the Association agree that students learning such work skills are not intended to take away work normally assigned to bargaining unit members.



- B. No student shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any student prevent the employment of persons who would otherwise be hired.
- C. If students are involved in employment-related activities that involve additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision.

## **Section 27 – Use of Personal Vehicles**

- A. An employee directed by his/her supervisor to travel in their own vehicle during working hours or travel between assigned work sites, shall be reimbursed for such travel at the rate as determined by the Internal Revenue Service, published, received by the District, and in effect at the time of travel.
- B. Employees shall present documentation as to actual usage of personal vehicles in a form and manner approved by the District.

## **Section 28 - Volunteer Opportunities**

- A. Volunteers shall not do work normally assigned to bargaining unit members. No volunteer shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any volunteer prevent the employment of persons who would otherwise be hired.
- B. If volunteers are involved in activities that involve additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision to the volunteer.
- C. Volunteers wishing to complete a project that would normally be assigned to bargaining unit members shall follow the Volunteer and Community Support Program process in accordance with Spokane Public Schools Policy and Procedure #9295.

## **Section 29 – Calendar**

- A. The adopted calendars are found in Appendix 2 of this Agreement.
- B. The Association and District Calendar shall follow the continuing calendar concepts as outlined below:
  - 1. The Wednesday and Thursday before the first day of school shall be Teacher Work Day and Collaboration Day the order of which shall be determined by the affected members in each building.
  - 2. The Friday before the first day of school shall be a non-work day for employees.

3. The first day of instruction shall be on the Tuesday between August 28 and September 3. If the first day of instruction would fall after Labor Day, the parties will come together to schedule the first day of instruction.
4. Veteran's Day, Labor Day, Martin Luther King's Birthday, President's Day, and Memorial Day shall be non-student days.
5. State designated curriculum day in October shall be a non-student, teacher work day and is used for District Directed TRI time. For the 2015-16 school year, this day shall be Friday, October 9, 2015. The purpose of this day shall be TPEP training.
6. The second Monday in March shall be a non-student, non-work day during which the District may provide optional training. This day will be designated as a snow make up day. For the 2015-16 school year, this day shall be March 11, 2016.
7. The day before Thanksgiving, Thanksgiving Day, and the day after Thanksgiving shall be non-student non-working days.
8. Winter Break shall be two (2) weeks long and inclusive of three weekends. When not feasible, the parties will come together to schedule the break.
9. Spring Break shall be the first full week of April. If not feasible, the parties will come together to schedule the break.
10. The conference schedule is addressed in the parent teacher conference section. The student day will end by 1:00 p.m. on Tuesday, Wednesday and Thursday of conference week.
11. Semester Break day shall be scheduled on the last Monday in January. When not feasible, the parties will come together to schedule the break. This shall be a non-student day.
12. The last day of the school year will be a half-day for students. End of year check-out may not interrupt instruction.
13. Snow Days: If snow make-up days are necessary, they will be placed as follows:
  - a. The Semester Break day and the Friday preceding President's Day shall be the days first used as snow make-up days. If not needed, these days will be non-student days.
  - b. All other snow days will be made up at the end of the school year unless otherwise mutually agreed between the Superintendent or designee and the Association President or designee.

## **Section 30 - Grant Applications**

It is important that employee workload and District budget implications are considered before an application is made for any grant. Consequently, all grant applications must follow the procedures established by Labor Management as indicated on the Grant application Form, available online.

## **Section 31 - Student Health Needs**

- A. When a student has special health needs, resulting in extra work, the building administrator will assemble a team (e.g. principal, teacher, custodian, nurse) to develop a plan using available resources so that no one is unduly burdened.

## **Section 32 – Employee Facilities**

- A. Work space assignments will not be made in an arbitrary or capricious manner.
- B. The District will arrange that the following facilities and equipment be in each building for the use of the employees housed in that building:
  - 1. Adequate storage space for work materials
  - 2. A work area containing equipment and supplies to complete individual job assignments
  - 3. Key to classroom, office or workspace
  - 4. Identification card
  - 5. Access to furnished employee lounge
  - 6. Restroom facilities separate from student facilities and preferably separated by gender
  - 7. Access to conveniently located communication and technology resource, i.e. computers
  - 8. A serviceable adult-sized desk or table to be shared by employees if there is limited space, an adult-sized chair and a filing cabinet for each regularly assigned employee; additional filing cabinets will be provided as the program dictates. This does not apply to Express employees.
  - 9. An individual lockable space for personal items at each work site. For Express employees this space shall be separate from medication.
  - 10. A telephone in a private area for employees' use
  - 11. A voice communication device connected to the school office in classrooms where employees perform their duties with students

12. Employees supervising students on the school site, performing duties such as playground supervision and/or bus and patrol duty, shall have a communication system connected to the school office.
- C. Employees will have access to long-distance phone lines for credit card use and 1-800 numbers when possible.
  - D. Care and consideration needs to be used in planning the location of gatherings (i.e., meetings, luncheons, teas, receptions, in-services, etc.) in a building so as not to always displace the same program or class. The affected parties should be involved in the planning and shall be given at least twenty four (24) hours' notice to reschedule, change locations or cancel their displaced activity or class.
  - E. Employees will be provided, upon request, security code access and appropriate keys to access the building and work areas of the regular work day.
  - F. Any employee who loses his/her ID card will be responsible for contacting the Security Office to obtain a new ID card. Employees will be charged a replacement fee not to exceed the actual cost of replacing the ID card. Employees whose cards have been damaged or lost on the job may receive a replacement ID card at no cost.
  - G. All elementary District-wide activity programs will be given priority for facility gym-use scheduling between the hours of 6:30 a.m. and 6:00 p.m. during their respective seasons. On occasion, singular events may displace the normally scheduled program.
  - H. Except in an emergency, ample notice will be given to staff when scheduled repairs that may be disruptive to workspaces, or hallways during student attendance hours so that adjustments may be made, if necessary.
  - I. The District will provide a functional communication system between portable facilities, used as a workstation and the main school office.

**ARTICLE IV - STUDENT ASSISTANCE SPECIALISTS (SAS),**  
**COMMUNITY SCHOOL LIAISON**  
**CHEMICAL DEPENDENCY PROFESSIONAL/DRUG AND ALCOHOL SPECIALIST**  
**FAMILY MENTAL HEALTH THERAPISTS**  
**ECEAP SPECIALISTS**  
**CLASSIFIED REGISTERED NURSES/LICENSED NURSES**  
**SCHOOL ACADEMIC SUPPORT SPECIALISTS**  
**CAREER AND TECHNICAL EDUCATION SPECIALIST**  
**SCHOOL COMMUNITY SPECIALIST**  
**HOMELESS COMMUNITY SPECIALIST**  
**PHYSICAL THERAPY ASSISTANT**  
**HOMELESS PROGRAM LIAISON**  
**GEARUP LIAISON**  
**ELD PROGRAM SPECIALISTS**

**Section 1 – Work Year, Work Hours and Working Regulations**

- A. The length of work year and workday shall be in accordance with the hours and days defined by the position description terms of employment. Changes to the length of workday shall be in accordance with the applicable provisions of this agreement. Anticipated changes shall be shared with the employee in the spring preceding the upcoming school year when possible. Changes in work year will be brought to Leadership Team and/or Labor Management.
- B. No employee will be required to report to work earlier than 7:00 a.m. or stay beyond 5:00 p.m. unless grant funding requires a change to these work hours. Such changes shall be discussed with the Association prior to the implementation of working hours other than what is stated above.
  - 1. Specific reporting hours will be coordinated with the program supervisor and building administrator.
  - 2. This time may be flexed with the agreement of the employee and the supervisor to attend meetings, teach classes, or other mutually agreed-upon activities.
- C. If employees are to be on duty during student lunch periods, they will not be required to supervise student discipline except when an emergency exists. Employees shall not be required to staff lunch detention.
- D. School nurses may, in consultation with and approval of the Coordinator of Health Services, determine the need for contracted licensed care for students with medication and/or treatment needs which require licensed intervention during the school day or the school week.
- E. Nurses will be allocated two (2) hours per month outside the normal workday to participate in collaboration and/or to plan with each other or their certificated counterparts. This collaboration time cannot result in overtime. This shall be reevaluated at semester.
- F. Nurses shall be paid at their hourly rate for providing training to employees (i.e. epi-pens, diabetes, asthma, etc.) that is required if it is outside of the employee's workday. The employee

shall not be required to use TRI time to receive pay for this work. Such required hours of the employee's workday will be recorded on exception hour sheets.

- G. Up to two (2) additional hours each month shall be available for SAS' to use for mandatory data collection.
  - 1. Employees shall not go into overtime to complete this work.
  - 2. The use of the time is optional, not available for carryover, and will only be paid out if used. Use of the time would be approved by the supervisor.
- H. The regularly scheduled work week for Mental Health Therapists shall be forty (40) hours inclusive of billable hours for planning, completing productivity reports and/or required paperwork.
- I. The lead mental health positions are contingent upon continued funding and operating requirements of the Regional Support Network (RSN) agreement:
  - 1. The District shall provide one (1) lead mental health therapist position for no more than fifteen (15) mental health therapist positions to include supervision of clinical interns. The compensation will reflect a twelve percent (12%) increase from the appropriate base salary.
  - 2. The District will select mental health therapist leads following the promotions and hiring process.
    - a. Should an employee be absent from a lead position for more than fifteen (15) working days, the next most senior qualified mental health therapist shall be offered the position, and will receive an adjusted hourly rate reflective of a twelve (12) percent increase of their hourly rate until the employee returns to work and resumes the lead position.

## **Section 2 - Employee Facilities**

- A. In addition to the general facilities provisions in Article III, Section 32 "Employee Facilities", the District will arrange that the following facilities and equipment be in each building for the use of the employees housed in that building:
  - 1. Access to confidential space
  - 2. A lockable filing cabinet and storage area
  - 3. A computer access code for counselor screen and
  - 4. A code to access SCAN line.

## **Section 3 - Home Visits/Transporting Students**

- A. The District and Association agree that home visits and employee transportation of students are not required.

- B. Should it be determined that it is necessary to transport students or complete a home visit during the school day, the following provisions should apply:
1. The building or program supervisor must approve any home visit or employee-provided transport of student(s).
  2. The employee must meet minimum state requirements for transporting students and adhere to applicable District policy.
  3. No employee will do a home visit or transport students alone. Another District employee shall accompany employees in these situations.
  4. Should the employee determine that a threat of danger to the employee exists in either the home visit, the transport of the student(s) or both, the building or program supervisor shall:
    - a. Prohibit the home visit or employee-provided transportation.
    - b. Assign a second District employee to accompany the employee.
- C. If a home visit or student transportation takes place after employee work hours, the above provisions apply and include the following:
1. Volunteers shall be sought.
  2. The employee shall be paid at the applicable rate, which may include overtime pay or flexing the employee's work schedule on the day of the home visit or student transportation. The employee has the option to accept overtime pay or flex their schedule.
- D. The District and the Association agree to comply with regulations from Spokane County Regional Support Network regarding home visits conducted by Mental Health Therapists.

## **ARTICLE V – INTERPRETERS/BILINGUAL SPECIALISTS**

### **Section 1 - Length of Workday**

- A. The length of work year and workday shall be in accordance with the hours and days defined by the position description terms of employment. Changes to the length of workday shall be in accordance with the applicable provisions of this agreement. Anticipated changes shall be shared with the employee in the spring preceding the upcoming school year when possible. Changes in work year will be brought to Leadership Team and/or Labor Management.
- B. The normal workday shall be contained between the hours of 7:00 a.m. and 5:00 p.m. Specific work hours information may be provided by the building/program and/or HR as appropriate.
- C. Additional hours may be offered outside of the regular workday to provide interpreter services for students and families at school meetings and events.
- D. All interpreters and all bilingual specialists will be offered the opportunity to volunteer to provide either interpretive or bilingual services and shall receive overtime when applicable.
- E. Bilingual specialists may flex their work hours in consultation with the building principal when services are requested outside of normal work hours.

### **Section 2 - Workload**

- A. All employees working five (5) or more hours per day will be provided thirty (30) minutes of preparation time each day.
- B. The District shall maintain at least one (1) full time itinerant deaf/hard of hearing interpreter position. Additional itinerant positions will be added based on program needs.

### **Section 3 – Collaborative Time**

- A. Interpreter/bilingual specialists will be allocated one (1) hour per month, outside the normal workday, to participate in collaboration and/or to plan with teachers/staff or for participating in professional development provided by the ELD department. Up to four (4) hours of the allocated collaboration/training time will be organized and facilitated by the ELD or interpreting department and will be provided in hourly increments throughout the year.
- B. The hours beyond the four training/collaboration hours shall be optional and decided by mutual agreement between the employee and the principal/program administrator.
- C. The time shall not result in overtime.
- D. Time shall be paid at the employee's normal rate of pay.



## **Section 4 – Employee Facilities**

- A. Bilingual Specialist shall be provided a cell phone and have access to building computers.
- B. Bilingual specialists shall be provided additional lockable space for confidential student files.

## **Section 5 – Training**

- A. The District may release staff from their regularly assigned workday to attend training, provided staffing levels ensure that programmatic needs are met.
- B. The District shall provide financial support up to \$12,000 through August 31, 2016 to assist interpreters to complete the new education requirements for interpreters.

## **ARTICLE VI**

### **SCHOOL RESOURCE OFFICERS (SRO), SECURITY RESPONSE SPECIALISTS (SRS)**

#### **Section 1 - Work Year**

- A. Central School Resource Officers shall be twelve (12) month employees.
- B. Itinerant Central School Resource Officer shall be at least ten (10) month employees. Ten (10) month Itinerant Central Resource Officers shall follow the School-Based Resource Officer work year.
- C. School-Based Resource Officers shall be ten (10) month employees. The work year for School-Based SROs shall be the same as the school calendar, with an additional ten (10) days before the start of the school year. Each School Based Officer who was employed during the 2014-2015 school year will have a supplemental contract for five (5) additional days. These days may be completed during non-student days, after hours, or at the end of the school year subject to supervisor approval. This supplemental contract is only available during the 2015-2016 school year.
- D. Security Response Specialists shall be twelve (12) month employees. These positions will work swing shift, graveyard, weekends, and holidays and may be part time positions.

#### **Section 2 - Work Day**

- A. SROs and SRSs shall work straight eight (8) hour shifts. If employees work ten (10) hour days, they will work straight 10 hour shifts.
- B. Work hours for Central SROs shall be between 7:00 a.m. – 5:00 p.m., Monday through Friday.
  - a. Volunteers shall be sought for each shift. If there are not enough volunteers for each shift, SROs will be assigned a shift based on seniority.
  - b. The shift assignments shall be reevaluated once annually, at a minimum.
  - c. Employees may flex their hours to meet operational needs after consulting with the Security Supervisor. Whole work shifts shall not be flexed to avoid paying overtime or premium pay.
- C. School Based\_SROs shall work eight (8) consecutive hours daily, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.
  - 1. Regular hours within this time frame shall be determined by the principal at the beginning of the school year.

2. Starting and ending times may be changed during the year, if mutually agreed-upon by the principal and the employee.
3. The District has the option of flexing the work day outside of the regularly scheduled work day, and/or outside of the regularly scheduled work week up to three (3) times during the school year. Additional times may be flexed if mutually agreed upon between the principal and the employee. This flexible scheduling may include split shifts, and may include up to one (1) Saturday each semester. Hours flexed under this section shall be in no less than three (3) hour blocks. This provision shall not apply to Sundays or holidays.

### **Section 3 – Overtime**

- A. In addition to the provisions in the overtime section of this agreement, SROs and SRSs shall receive the following:
  1. Any work on Sundays shall be paid at two (2) times the employee's regular hourly rate of pay providing Sunday is not part of the regular shift.
  2. If a SRO believes overtime is necessary to complete his/her job, he/she should consult either the Security Supervisor or the building administrator, if feasible for approval.
- B. Types of overtime and priority for offering overtime:
  1. Priority for School Response Specialist Overtime: overtime opportunities for SRS to cover SRS shifts
    - a. SRS overtime list
  2. Priority for School Based Overtime: overtime for an event specifically related to a school and its activities:
    - a. School-Based SRO assigned to that school (if applicable)
    - b. Second School-Based SRO assigned to the school (if applicable)
    - c. Central SRO assigned to the school
    - d. Second Central SRO assigned to the school (if applicable)
    - e. Overtime list
  3. Priority for District Wide Overtime: overtime for an event open to the entire district
    - a. Overtime list
  4. Priority for Pre-Scheduled Regular/Recurring Events (e.g. Joe Albi football games, midnight basketball, instrument checkout, etc.):

- a. Overtime for pre-scheduled regular/recurring events may be assigned at one time.
  - b. Overtime will be offered following the School Based Overtime priority consistent with the school(s) participating in the event.
- 5. Four (4) SROs shall be assigned for each SPS District football game at Joe Albi Stadium. Should no Resource Officers be interested in volunteering to work after hours, SPS High School football games at Joe Albi Stadium, the District may hire security or off-duty law enforcement staff.
- C. Should no SROs be interested in volunteering to work overtime events, the District may offer the overtime to a qualified SRS from the SRS overtime list. If no qualified SRS is interested, or available, or deemed qualified by the Security Supervisor the District may hire security or off-duty law enforcement staff.
- D. The Security Supervisor shall maintain a SRO overtime list and a SRS overtime list. The lists shall be used to rotate overtime assignments.
  - 1. The overtime lists shall be used to equalize the opportunity for overtime. There is no guarantee in the equalization of number of hours offered to each employee.
  - 2. The overtime lists shall be available for review upon request.
  - 3. An employee may opt to not put their name on the overtime list before the overtime list is established at the beginning of the school year. The list will be established prior to the end of the first week in August. An employee who originally opted out of the overtime list may contact the security supervisor during the 1<sup>st</sup> week of January if they wish to be added to the overtime list for the second semester of the school year. New employees who wish to be on the overtime list will have their names added at the time of hiring.
- E. Employees have the right to refuse overtime.
- F. Employees on standby/call back may not be on overtime. If an employee is on standby when overtime is offered, they will be skipped on the overtime list, and the next person on the list is called. The standby/call back employee will then be called for overtime at the next opportunity for overtime.
- G. Overtime shifts that are over eight (8) hours may be split into two (2) shifts if so requested provided the resulting shift is not less than two (2) hours in length.
- H. The supervisor or office support staff shall call the employee at the top of the list and offer the overtime.
  - 1. Employees shall have up to twenty four (24) hours to answer yes or no for prescheduled overtime events. The parties agree that prompt responses promote efficient operations.
  - 2. If the supervisor or office support staff is not able to contact an employee at the top of the list within twenty four (24) hours, they may continue to call through the overtime list to find someone to cover the shift. Failure to respond within twenty-four (24) hours shall

be considered the same as declining the opportunity.

3. For overtime events scheduled less than five (5) days ahead of time, the supervisor or office support staff may continue to call through the overtime list to find someone to cover the shift.
  4. Each time an employee either accepts or declines an overtime opportunity, their name goes to the bottom of the rotation on the overtime list.
- I. Should an unforeseen absence occur, and the person who is scheduled to work cannot do so, that individual is responsible for calling the supervisor or office support staff in a timely manner.

### **Section 3 – Standby and Callback Duty**

- A. Standby is defined as duty that requires an employee be ready to respond as soon as possible, be reachable by telephone or cell phone, be able to report to work in a reasonable amount of time, and refrain from activities which might impair his/her ability to perform assigned duties.
1. Standby time is not to be construed as work time.
  2. Employees on standby may be called upon to resolve problems by telephone without leaving their homes or going out into the field.
  3. The Security Supervisor shall set a rotating schedule of standby at the start of each year. The schedule shall rotate every two (2) weeks.
    - a. The schedule will be rotated equally among the Central SROs.
    - b. When there is a need to use a SRO for standby, the SRO who is on duty will be called.
    - c. If they are unable to perform the duty, the District will contact the other SROs following the defined call out schedule.
    - d. If no one else will accept the duty, it will be the responsibility of the SRO on the schedule to fill the standby duty or find someone else to fill it.
  4. For each hour on stand-by, each employee shall receive one-half (1/2) hour of compensation at the contract rate.
    - a. Should standby occur on a holiday, compensation shall be according to the provisions of the contract language for holiday pay.
    - b. Should standby occur on a Sunday, compensation shall be at the double time (2x) rate of pay.
  5. Should the employee be called back anytime during standby, compensation will be consistent with the callback provisions below.

6. SRSs shall be called first when a SRS shift needs to be filled. When a SRS is unable to cover a shift, Central SROs will be asked to cover as standby duty. The Central SRO who covered may request that an Itinerant cover their regular shift for up to two (2) hours without any loss of pay or leaves.
- B. Callback duty is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift.
1. Callback time begins at the time the employee leaves his/her home and ends when the employee arrives home.
  2. The first person called for callback duty shall be the officer on standby.
  3. Callback duty beyond the officer on standby shall be rotated equally among the Central SROs based on the callback list.
    - a. The callback list shall be listed in seniority order and continuously rotate.
    - b. The supervisor may move to the next officer on the callback list if the supervisor is unable to reach an officer.
  4. Employees called back to work shall receive a minimum of two (2) hours at time and one-half (1 1/2) or overtime for the actual time worked, whichever is greater.

#### **Section 4 – Acting Supervisor**

- A. When all the Security Supervisor(s) and Security Director are unavailable to perform supervisory duties, the most senior Central SRO will assume the supervisor's duties (excluding any evaluation or discipline) as well as continue to perform his/her own assignment.
1. The rate of pay for these additional duties would be twelve (12%) percent above the employee's regular hourly rate.
  2. If the most senior Central SRO declines the position, the next most senior Central SRO shall be offered the position until someone accepts the role.

#### **Section 5 - Summer Hours**

With supervisor approval, summer work schedules may include an option of working four ten-hour (4/10) days instead of the normal five eight-hour (5/8) days. Summer work shifts shall begin at 7:00 a.m. The summer schedule shall be in effect from the first full week after school is dismissed through the last full week prior to the start of school.

## **Section 6 – Uniforms**

- A. Upon hire, the District shall provide six (6) shirts, three (3) pairs of pants, one (1) jacket of District determined design and insignia, one (1) ballistic vest, and one (1) set of duty gear. The District shall replace these items as needed, by request of the employee, with the approval of the supervisor.
  - 1. Unit members and the Director of Safety and Risk Management shall agree upon the standards for the wearing of the uniform, including options for summer uniforms.
  - 2. It is understood that the uniform shall be worn as prescribed on a daily basis.
- B. If an employee determines that protective clothing/equipment is needed, the employee shall submit a request to the Security Supervisor for approval.
  - 1. Upon hire, an employee shall be authorized to spend \$125 for initial purchases of protective gear during their first year.
  - 2. An employee may be authorized up to \$50 per year for approved replacement items upon request.
- C. Employees shall receive a stipend each year for maintenance of uniform clothing. This stipend is in the stipend section of this agreement.

## **Section 7 - District-Provided Vehicle**

- A. Each Central SRO will be provided a District vehicle for official use to include on-call duty.
  - 1. All insurance and maintenance, including repairs and gasoline, is the responsibility of the District.
  - 2. Taxability of District provided vehicles will follow IRS regulations.
- B. Any District employee who is assigned a position which requires driving a District vehicle must be insurable by the District carrier. Failure to maintain insurability will not result in job loss.

## **Section 8 - License Fees**

The District will reimburse SROs for the actual cost of the City Police Commission and any other license required for their respective positions.

## **Section 9 – Providing Back Up and Coverage**

- A. If in a responding officer's opinion the situation calls for additional support, he/she should call for police back up.

- B. While officers are primarily assigned to their designated site or areas, the Security department is considered a District program. As such, shared staffing may occur under the direction of the Security Supervisor.

## **Section 10 - Report Writing**

- A. Officers will make every attempt to complete reports during the regular workday.
- B. If workload is such that overtime needs to be authorized to complete reports in a timely manner, the Security Supervisor will have authority to authorize overtime.
- C. The Security Supervisor may spell, if needed, other SROs for report writing.

## **Section 11 – Facilities**

- A. In addition to the general facilities rights in Article III, Section 32 “Employee Facilities”, the District will arrange for the following facilities and equipment for SROs:
  - 1. Each site that has a SRO regularly assigned to it shall arrange a location where the officer can conduct confidential interviews.
  - 2. Each SRO shall have their own office with a separate security key entrance. If there are multiple SROs at a site, they may share an office.

## **Section 12 - Assignment of Central SROs**

Central SROs will be assigned to sites as directed by the supervisor to provide a quick response to their assigned areas. Consideration shall be given to the schools that feed into the middle schools that Central SROs are assigned. Applicable Assignment and Transfer provisions of the contract must be followed as well.

## **Section 13 - Training Fund**

- A. A training fund of \$4000 per year will be established to enable officers to attend classes, seminars and workshops.
  - 1. Training opportunities will be offered to all employees, so those staff who are interested have the opportunity to express interest.
  - 2. Requests for training will be coordinated through the Security Supervisor.

## **Section 14 – Physical Requirements**

Security personnel must pass a physical agility test to match the requirements of the job upon hire, or promotion from SRS to SRO, to be paid for by the District.



## **ARTICLE VII – INSTRUCTIONAL ASSISTANTS/ JOB SPECIALISTS**

### **Section 1 – Job Requirements**

Minimum position qualifications are consistent with legal requirements and are specifically detailed in the job description and job posting.

### **Section 2 – Length of Workday**

- A. The length of work year and workday shall be in accordance with the hours and days defined by the position description terms of employment. Changes to the length of workday shall be in accordance with the applicable provisions of this agreement. Anticipated changes shall be shared with the employee in the spring preceding the upcoming school year when possible. Changes in work year will be brought to Leadership Team and/or Labor Management.
- B. Instructional Assistants with six (6) hour work schedules will be adjusted to 6.5 hours effective with the 2015-2016 school year. Pre-school IAs shall have a six and one half hour (6.5) hour work day.
- C. The normal workday shall be contained between the hours of 7:00 a.m. and 5:00 p.m.
- D. Special Education Instructional Assistants may walk out Special Education students to the bus in the afternoon and pick up Special Education students from the bus in the morning as part of their regular workday.
- E. For schools with Special Design (BI, DI, ABLE, ADAPT, MHOH, OI, I-K, Preschool) programs, at least one (1) Special Education Instructional Assistant shall be assigned an additional thirty (30) minutes for the purpose of bus supervision of special design students only.
- F. The maximum amount of time Title and Resource IAs will be used for noontime building duties is thirty (30) minutes per day exclusive of travel to and from the designated area and emergencies.
- G. BI, DI, ABLE, ADAPT, MHOH, I-K, Preschool, and OI IAs may be used to supervise students assigned to their classroom during lunch.

### **Section 3 – Workload**

- A. Specialist supervision
  - 1. Instructional Assistants who are assigned to special designed classrooms shall accompany the student(s) to the specialists' class.
  - 2. Instructional Assistants assigned to individual students shall accompany his/her assigned student to specialist classes as determined by the IEP/504 plan.

- B. Instructional Assistants/Job Specialists shall receive goal information form IEPs/behavior/intervention plans for students they are serving. This information may be requested from the teacher and will be made available.
- C. Only appropriately trained staff shall change diapers and provide personal hygiene care. The District shall make every effort to assign same-gender trained staff to perform job functions involving diapering and other personal hygiene duties.
- D. No IA shall change catheters or feeding tubes.
- E. No employee shall be required by the District to dispense or administer medication or perform other medical functions unless he/she has been provided with proper training and if he/she so volunteers. Should an employee provide such medication or perform any medical functions during the course of his/her assigned duties, the District agrees to hold harmless such employees from any and all liability that might result therefrom.
- F. The District shall maintain nine (9) fulltime Itinerant Instructional Assistant positions to provide supplemental staff and to cover for absent employees as needed in DI, BI, preschool, and MHOH classrooms. These employees shall be provided the training offered to other IA employees for each of the above programs.
- G. Instructional Assistants shall have time during the regular work day to check e-mail and complete work related paperwork. Employees shall have access to a classroom and other building computers for these purposes.

#### **Section 4 – Readiness time**

- A. All employees, delivering direct instruction will be provided forty-five (45) minutes of coordination/readiness time per week during the workday. The District shall support principals and teachers to create schedules for IAs to receive breaks and readiness time. Special Design IAs, BI/DI/MHOH/OI (or any other IA who is not able after collaborating with their principal, to get their forty five (45) minutes of readiness time during the work day) who work four (4) or more hours per day shall be eligible to access up to three (3) hours per month of readiness time “use it or lose it” time. Readiness time shall be used for the employee to prepare for his/her job duties.
- B. This time shall be directed by the individual Instructional Assistant.
- C. This shall be non-student time.
- D. Accessing readiness time outside the workday shall not result in overtime.

#### **Section 5 – Collaborative Time**

- A. Instructional Assistants and Job Specialists will be allocated one (1) hour per month, outside the normal workday, to participate in collaboration and/or to plan with teachers/staff.

- B. Time shall be optional, and decided by mutual agreement between the employee and the principal/program administrator.
- C. The time shall not result in overtime.
- D. Time shall be paid at the employee's normal rate of pay.

## **Section 6 – Elementary Book Rooms**

Each building shall have a plan for maintaining their bookroom and shall communicate the plan to affected staff.

# **Article VIII – Express Employees**

## **Section 1 – Employees**

- A. All positions within this bargaining unit shall be either ten (10) month or twelve (12) month positions.
- B. The District and the Association identify three (3) categories of employment status.
  - 1. Any newly hired employee shall serve a probationary period for the first sixty (60) working days of employment.
    - a. Probationary employees may be discharged at the discretion of the District during the probationary period and shall have no access to the grievance procedures found herein in regard to such termination.
    - b. Probationary employees are covered by all terms and conditions of this agreement except layoff/recall, progressive discipline, and the grievance process.
    - c. Probationary employees shall accrue no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
  - 2. Regular status: Upon successful completion of the probationary period, employees achieve regular status.
  - 3. Substitute status: An employee who is hired on an incidental basis for a short duration, usually to replace an individual out in an absence for a brief or unknown period of time has substitute status. Substitutes will be obtained from a qualified list of applicants. The District will maintain an adequate list of substitutes.
- C. No employee will be expected or requested to staff an Express site alone, except in the following circumstances, consistent with state-prescribed adult child ratios:
  - a. Field Trips
  - b. Express Pre-School with 10 or fewer students

In Preschool programs where an employee is left alone as described above, supervisors and staff from those sites shall develop a emergency plan for employees to follow should a safety concern arise.

- D. The District shall offer open lunch supervision and morning and afternoon supervision positions to Express employees. When completing this work, the Express employee shall receive the established rate of pay for these assignments.

## **Section 2 - Summer Employees**

### **A. Summer Program Assignment for twelve (12) month employees:**

1. Assignment for summer Express shall be based on seniority and will occur before ten (10) month staff are offered summer work.
2. Selection of summer assignments will occur on Summer Selection Day. An Association representative may attend.

### **B. Selection Process for Ten (10) month employees**

1. Ten (10) month employees shall have the right to refuse summer employment
  2. The District shall request interest from ten (10) month employees by the last working day in February. Employees shall express interest to Express administration by March 15<sup>th</sup>.
  3. Employees with previous summer Express experience shall have first opportunity for available positions at the same or fewer number of hours and/or level of pay as is assigned during the school year.
  4. Seniority in summer Express shall be determined by continuous summer experience, excluding authorized leaves of absence, or the equivalent for periods when no such provision existed.
  5. Following the assignment of twelve (12) month employees and summer work being offered to ten (10) month employees with summer seniority, remaining open positions will be offered to other Express ten (10) month employees.
- C. A ten (10) month employee shall not have to apply to be a substitute in summer Express. Employees wishing to substitute in the summer must notify the program of their interest to serve as a substitute by May 15.
- D. If an employee works the summer program in an assigned position, he/she will be paid for the designated Independence Day holiday.
- E. Summer site directors will have four (4) hours to be used for planning, preparing for, and scheduling the summer Express program. Two (2) of these hours shall include Activity Leaders so they may collaborate and prepare for the summer program.
- F. All other provisions of this Agreement shall be in effect for employees working the summer program.

## **Section 3 - Assignments and Transfers**

### **A. Definition of Terms:**

1. PROGRAM: A group of positions within the Express Program:
  - a. School-Aged Program.
  - b. Early Childhood/Preschool Program.

2. ASSIGNMENT: An individual's current job title and building.
3. REASSIGNMENT: A change in job location, but to the same assignment and hours. A reassignment is based on program needs.
4. VACANCY: A job to be filled as determined by the District.
5. TRANSFER: Voluntary or involuntary movement of staff.
  - a. INVOLUNTARY TRANSFER: Placement by the District into a different building and/or program which includes the loss of hours. Employees shall not lose more than a half (1/2) an hour of their current hours in an involuntary transfer. An employee involuntarily transferred shall not have a change to their hourly rate of pay provided the employee remains in the same job title or pay level. If the involuntary transfer will result in placement to a lower job title or pay level, the employee is eligible for layoff in lieu of such involuntary transfer.
  - b. VOLUNTARY TRANSFER: Decision by an employee to request movement from one assignment to another within the same pay level or lower in the same program or across programs.
6. PROMOTION: When an employee changes from Activity Leader to Site Director whereby the employee receives increased hourly pay.

B. Sequence of Assignments and Transfers:

1. Building/program reassignments.
2. Placement of new involuntary transfers if there is a need.
3. At the employee's request, placement of employees who have been reassigned in the year following or the current school year.
4. Placement of employees who have been previously involuntary transferred within the last three years.
5. Placement of returns from leave.
6. Posting of vacancies
  - a. Voluntary transfers shall be considered first.
  - b. Opportunities for promotion shall be considered second.
  - c. Only if no internal candidates are chosen will the District consider external applicants.

C. Building/Program Reassignment Procedure:

1. Reassignment occurs when an employee, due to program need, is moved from one site to another into an open position.
2. Prior to any involuntary reassignment, the District shall:

- a. Seek volunteers in the job title to be reduced at the site
  - b. Should no employee volunteer, the least senior employee shall be the one reassigned.
  - c. Employee questions and/or input will be taken prior to any reassignment.
  - d. Decisions will not be made in an arbitrary, capricious, or retaliatory manner.
3. Reassignment shall be made only after a meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified of the reason. The employee can, at his/her option, have an Association representative present at such meeting.
  4. In the year following, or the current school year, employees previously reassigned may request to return to the building from which they were reassigned if a vacancy exists.
    - a. At the time of reassignment, the employee may submit a request in writing, indicating their desire to return to their previous assignment.
    - b. In the year following, or the current school year, if a job opens from which an employee was previously reassigned, the District shall contact the employee to notify the employee of the opening and to determine if he/she wants to return.
    - c. Should the employee wish to return, the employee shall be granted the position.

#### D. Involuntary Transfer Procedures:

1. Involuntary transfers occur when one or more positions are being eliminated
2. from a site and there are no open positions at the same job title for the same hours within one half hour (1/2) to which employees can be reassigned. The employee shall remain at their previous hourly rate of pay.
3. Prior to any involuntary transfers occurring, the District will identify the location and number of staff needing to be relocated.
4. Employees identified for involuntary transfer will be least senior in the bargaining unit at the affected locations.
5. In an attempt to prevent involuntary transfers, the District will seek volunteers from the affected site.
  - a. When choosing jobs at the involuntary transfer meeting, volunteers maintain their seniority.
  - b. When an individual's turn to select a new position comes, the employee may withdraw his/her offer to volunteer and the originally identified employee will be placed back on the involuntary transfer list.

## 5. Involuntary Transfer Meeting

- a. All identified affected staff will be ranked from most to least senior by job title.
- b. All known open assignments will be listed.
- c. Beginning with the most senior person to be involuntarily transferred, the employee will be allowed to choose an assignment for which they are qualified and within a half (1/2) hour of their current assignment from the available openings.
- d. Qualifications will be verified with the State of Washington within two weeks of the involuntary transfer notification or as soon as possible.
- e. If there are no openings, the District will follow the layoff procedures negotiated in this Agreement.

6. Selection of a site includes agreement with any prior approved waivers.
7. If the involuntary transfer does not agree to any approved waivers at any of the available options, he/she may be assigned as a regularly employed substitute for the District or be temporarily assigned to a site. The employee will be offered other positions as they become available throughout the year.
8. An involuntary transfer shall be made only after a meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified of the reason. The employee can, at his/her option, have an Association representative present at such meeting.
9. If no vacancies exist in the same job title within one half (1/2) hour of the employee's previous assignment, the identified person will displace the least senior employee in that job title.
10. No employee will be involuntarily transferred two (2) years in a row unless positions are eliminated at the site where the employee was involuntarily transferred the prior year.
11. An employee involuntarily transferred shall receive ten (10) days' notice prior to such transfer. The employee shall determine the length of time necessary to prepare for transfer within the ten (10) day window.
12. Where two sites are combined, the most senior employee(s) in the affected job title of the two sites will become the employee(s) who will continue at the combined site.
  - a. Volunteers for involuntary transfer shall be solicited.
  - b. The least senior of the displaced employees is allowed to displace the least senior of the entire list of employees through the involuntary transfer procedures outlined in this provision, or through layoff and recall provisions, if applicable.

## E. Placement of Employees on Involuntary Transfer Status within the Last Three Years Procedure:

1. The District will generate a list of those who are under involuntary transfer status from the prior three (3) years.



2. Involuntary transfers from the prior three (3) years will select from all remaining positions, beginning with the most senior, selecting a position within one half (1/2) hour of his/her former assignment and for which he/she is qualified.

#### F. Returns from Leave Procedure:

1. Prior to departing on a leave of absence, the employee will fill out a form indicating the type of position to which the employee wishes to be returned. Options may include work site, shifts or both.
2. Employees returning from a leave of absence will be offered a choice from as like positions as possible based on their indicated interest and their qualifications.
3. Agreement to take the leave of absence means the employee is willing to accept any approved waivers at the building where he/she is placed.

#### G. Posting of Vacancies:

1. All vacancies will be posted in a timely manner. Consideration shall be given to the workload at sites when determining the posting of positions.
2. Vacancies shall be posted on the District web site for a minimum of five (5) working days.
3. Vacancies shall be sent to all employee e-mail accounts by Express Program administrator(s).
4. A Notice of Position Vacancy shall be developed by the District and posted by the site director at all work sites for a minimum of five (5) working days.
5. Notices will be promptly placed in an identified location by the site director.
6. The Notice of Position Vacancies shall contain all information necessary for an employee to evaluate his/her interest in the position. For example:
  - a. Position location and supervisor;
  - b. Description of responsibilities, qualifications and terms and conditions of employment;
  - c. Timelines and procedures for filling the vacancy;
7. Positions of three (3) hours or more that have been filled by a substitute, who is not covering for an employee on leave, shall become a vacancy after two (2) months.

#### H. Voluntary Transfer Procedure:

1. A voluntary transfer occurs when an employee requests a move from one building or program to another, but within the same job title. An employee may gain or lose hours through a voluntary transfer.
2. Requests for transfer to a different position within the bargaining unit must be made on an on-line form provided by the District as specific openings become available.
3. Staff interested in openings which occur while they are on vacation or during non-student periods may leave a transfer request form with Human Resources prior to leaving for a break.

4. The employee selected for transfer must meet qualifications for the position and whose most recent performance evaluation showed satisfactory ratings.
5. The employee must agree to any contract waivers at the site.
6. An employee may request and shall be granted the opportunity to visit a site prior to accepting a voluntary transfer. An opportunity for the employee to learn first-hand what the job entails will be provided through a face-to-face meeting between the employee and the supervisor of the site/program prior to granting the transfer.
7. Should two (2) or more employees in the same job title meet the requirements, the position will be awarded based on seniority.
8. An employee who does not receive an assignment to a specific posted vacancy for which the employee had submitted a specific letter of application during the posting period will, upon request of the employee, be informed of the reasons why the employee did not receive the assignment.
9. An employee who is selected for a voluntary transfer will begin the new position on the required start date.
  - a. A substitute will be placed in the employee's former position, if needed.
  - b. A permanent replacement will not be hired for the employee's former position until any employees who were not selected for the new position have an opportunity to complete the grievance hearing process.
  - c. The grievant must initiate the process within five (5) working days of being notified by Human Resources that he/she has not been selected for the position.
- I. Promotions: Employees may complete an application for a position that is a promotion. A promotion is an assignment whereby the employee receives increased hourly pay through changing job title.
  1. Staff interested in openings which occur while they are on vacation or during non-student periods may leave a promotion request form with Human Resources prior to leaving for a break.
  2. The employee selected for promotion must meet qualifications for the position as described in the job description.
  3. The employee must complete an interview to determine qualifications.
  4. Should two or more employees match the qualifications for the vacancy, the position shall be awarded based on seniority.
- J. Individuals outside of the bargaining unit may be considered for vacancies after all reassignment, transfer, promotion and position placements have been made.
- K. Special Needs Transfer: The District and the Association may agree to the special placement of a staff member for unique circumstances. Such placements would by-pass other transfer provisions and be agreed to by the employee.

- L. Up to five (5) educational support personnel, entry-level positions per year may be filled by the District irrespective of hiring priorities and all transfer provisions. These positions are to enable the District to hire people who can offer special and unique contributions and to fill areas of shortage. The District will notify the Association, in writing, when this provision is applied.
- M. All educational requirements must be met before a position is offered.
  - 1. For newly hired employees, all non-educational certificate/permits requirements (i.e., first aid certificate, food handlers' permit, etc.) for the position must be obtained within sixty (60) days of hire.
  - 2. If the employee does not obtain required certifications/permits within the sixty (60) days, the conditional offer of hire will be withdrawn and the employee will be terminated.
  - 3. Current employees must maintain valid certificates/permits as required for the position. Failure to do so will result in the employee being placed on unpaid leave until all required certificates/permits have been obtained.
  - 4. Such unpaid leave will not exceed sixty (60) days. If the required certificates/permits are not obtained within sixty (60) days, the employee will be terminated from employment.
- O. Newly hired employees must complete their probationary period prior to requesting a transfer to another location or assignment.

#### **Section 4 – Reduction of Hours**

- A. Reduction of hours shall only occur due to program changes which include low enrollment and program/site relocation, physical space for program at sites, or changes of Express program offerings.
- B. Reasonable effort will be made not to reduce hours at a site before the middle of October to allow for student enrollment growth. If a site is low in enrollment, which may result in a reduction of hours, the site supervisor shall develop a marketing plan with assistance and input from the site director. A reduction in hours at a site shall not be made in an arbitrary, capricious, or retaliatory manner.
- C. If hours are being reduced to employees at a site, the reductions shall occur first to the least senior employee at that site and still maintain licensing requirements while maintaining established minimum staffing levels of site directors.
- D. In the event that a vacancy occurs at another Express site, which offers the same hours as the employee had before the schedule was reduced, the most senior employee shall have the first right of refusal to the open position. The employee will have no than two (2) days to notify the District of their decision. The position cannot be posted until all employees who lost hours have been offered it.
- E. Assignment of hours restored at the site shall be assigned to the most senior employee who previously lost hours within the current school year.

## **Section 5 - Layoff and Recall**

A. Layoff shall be defined as a necessary reduction in the work force causing a severance of employees.

### **B. Layoff procedure**

1. Site Directors and Activity Leaders will be laid off by job title in reverse seniority order until the designated staffing level is reached in each job title.
2. The District reserves the right to reassign employees to locations.
3. Where two sites are combined, the most senior employees in the each job title will staff the combined site. The least senior employees at the combined site may displace the least senior of the entire list of employees in their job title through the involuntary transfer procedures of this Agreement, or through layoff and recall provisions, if applicable.
2. If a reduction in force is necessary, the District will provide the option for laid off employees the first right to substitute positions should they wish to enter the substitute pool. Employees who choose to become substitutes shall maintain their rights to recall. Employees choosing not to enter the substitute pool shall maintain their recall rights.
3. In no case shall a new employee be employed by the District while there are laid off employees who are qualified for open positions.
4. Employees will not receive a promotion through a vacancy or newly-created position.

### **C. Recall Procedures**

1. Employees who have been laid off, shall retain their earned seniority for purposes of recall for a period of forty-eight (48) months. Employees on layoff for more than forty-eight (48) months shall lose their rights under this Agreement.
2. Site Directors or Activity Leaders on layoff status shall be recalled, according to seniority, into either Activity Leader or Site Director positions.
  - a. The employee must meet qualifications for the position for which they are being recalled.
  - b. Employees shall not receive a promotion or gain more than half (1/2) hour through this provision.
  - c. Activity leaders are eligible to be recalled into Activity Leader positions. Site Directors are eligible to be recalled into Site Director or Activity Leader positions.
    - i. A Site Director who elects to be recalled into an Activity Leader position shall assume Activity Leader pay.

- ii. The employee maintains his/her recall rights into a Site Director position should a Site Director position become available during the established recall period.
- 3. An employee recalled to work in their previous job title is obligated to take said work. An employee who declines recall to perform work for which he / she is qualified, shall forfeit his/her rights to recall.
- 4. Notices of recall shall be sent by certified or registered mail to the last address of record.
  - a. The recall notice shall state the time and date on which the employee is to report back to work.
  - b. It shall be the employee's responsibility to keep the Human Resources office notified as to his/her current mailing address.
  - c. A recalled employee shall be given at least five (5) calendar days following receipt of the letter to accept the re-employment.
- 5. The District may fill the vacant position on a temporary basis for up to fifteen (15) working days while the employee is being recalled.
- 6. Unused accumulated sick leave shall be restored to employees upon their return to active employment. Other benefits will be reinstated as appropriate for the position held.
- 7. Laid off employee may be eligible to continue their benefits through COBRA

## **Section 6 - Billing Procedures**

- A. Employees shall not be expected or requested to handle billings to parents for District services. The District Accounting office will notify parents of suspension or termination of care due to non-payment.
- B. Site Directors and/or Activity leaders may request a supervisor's assistance, to include requesting attendance, when parents continue to bring children whose care has been denied due to non-payment.

## **Section 7 – Substituting (Subbing) Out of Class & Cross Training**

- A. Substituting Out of Class: When a Site Director is absent and the itinerant Site Director is not available, the most senior Activity Leader at the site will be offered the opportunity to temporarily assume the Site Director responsibilities. If the most senior Activity Leader refuses the substitute Site Director's responsibilities, the opportunity shall be offered to the next most senior employee. Should no employee wish to assume the responsibilities, the District shall provide the necessary coverage.
  - 1. The maximum length of time that an Activity Leader can substitute for a Site Director is two (2) consecutive weeks.

2. When an Activity Leader is assuming the responsibilities of the Site Director they will be paid at the step which provides the employee at least \$.10 per hour increase in pay.

#### **B. Cross Training:**

1. Cross-training positions should not require outside experience, but should be an avenue of learning a new job and assessing future interest in working for that position should a future opening occur.
2. The cross-training opportunity begins after the Activity Leader has served as a substitute Site Director for two (2) consecutive weeks. The cross-training opportunity shall not last longer than one (1) year. The Activity Leader filing a cross-training opportunity must meet state licensing requirements.
3. Activity Leaders shall have the right to refuse cross-training opportunities.
4. Should the most senior Activity Leader refuse the cross-training opportunity, the next most senior Activity Leader at the site shall be offered the cross-training opportunity. If no one at the site wishes to take the cross training position, or if no interested employee meets the licensing requirements, the District will post the position as a cross training opportunity to current Express Activity Leaders.
  - a. The most senior employee, meeting licensing requirements, shall be awarded the cross- training opportunity.
  - b. Choices for cross-training should be made by seniority and a satisfactory work record for the previous two (2) years only as long as the person can physically do the required work and meets the minimum qualifications of the job as determined by the District.

- C. When an Activity Leader is assuming the responsibilities of the Site Director in the cross training position, they will be paid at the step on the Site Director's schedule which provides the cross-training employee at least \$.10 per hour increase in pay.

### **Section 8 –Substitutes**

- A. Human Resources will make a concerted/good faith effort to generate and maintain a pool of substitutes for Express positions which may include but not be limited to the following activities: job fairs, advertising, local university programs and network with other districts to identify potential substitutes.

### **Section 9 – Short Term Site Reassignment**

- A. Should the District require the reassignment of staff from one site for one (1) shift or less, due to staffing numbers the District shall:
  1. Determine which site is overstaffed ensuring that the site shall remain in licensure compliance.
  2. Ask for volunteers from that site.

3. If there are no volunteers, the least senior employee(s) shall be selected to go.

## **Section 10 - Transportation Reimbursement**

- A. An employee directed by his/her supervisor to travel in his/her own vehicle during working hours shall be reimbursed for such travel at the rate as determined by the Internal Revenue Service, published, received by the District, and in effect at the time of travel.
- B. The employee shall present documentation as to actual usage of his/her personal vehicle in a form and manner approved by the District.

## **Section 11 - Workload**

- A. Non-compulsory work days
  1. All Express employees will receive (1) one extra full workday before and at the end of each school year for set up, close down, transfer and consolidation. Full day is defined as an employee's normal workday.
  2. In lieu of up to one half of the above noncompulsory day, employees may utilize an equivalent amount of money to reimburse tuition or workshop fees for classes or workshops related to their employment. Such fees to be claimed as time as opposed to actual tuition fee reimbursement.
  3. Up to eight (8) additional hours of paid time will be provided to two (2) employees at a site to move to another room in a building or school, when required. The paid time shall be provided for each required move.
- B. The District will hire a total of two (2) permanent itinerants for the Express program. One is a Site Director and the other is an Activity Leader or Site Director.
- C. State licensing requirements will be followed when staffing Express sites.
- D. It is important that employee workload and District budget implications are considered before an application is made for any grant. Consequently, all grant applications must follow the procedures established by Labor Management as indicated on the Grant Application Form, available on-line.
- E. When a student has special health needs, resulting in extra work for Express staff, the program administrator may consult Express staff, parent/guardian, principal, teacher, custodian, nurse or other applicable staff to develop a plan using available resources considering the workload impact on Express staff.
- F. Express employees shall receive goal information IEPs/behavior/intervention goal information plans for students they are serving from the Special Education Department. Express administration will annually request the goal information by the 5<sup>th</sup> day of school and at the beginning of the second semester. Upon receipt of the information Express supervisors will provide the information to the appropriate Express site(s).

- G. An Express administrator shall be on call during Express hours to assist on site as needed.
- H. A plan shall be created by each site to address shortage of staff in the event of an absence.

## **Section 12 - Length of Workday**

- A. The workday shall be in accordance with the hours defined by the position description terms of employment. The normal workday shall follow the program sessions as determined by the District. The current session hours of operation are:
  - 1. AM session- 6:30 to 8:30.
  - 2. PM shall - 3:00 to 6:00
  - 3. Alternative session hours may be designated to accommodate early release, collaboration, and/or school holiday/break periods.
  - 4. Employees will be paid at their regular rate of pay, or overtime if applicable, if the employee needs to remain at work for an emergency situation, licensing requirements, or late parent.
- B. While in effect, collaborative days in which school children start one half (1/2) hour later, Express employees shall work an additional thirty (30) minutes. Once collaboration has ended, Express Staff shall provide the equivalent of twenty (20) minutes/day to provide office assistance. A schedule may be developed to determine the best use of time to provide support to the building.
- C. On the last day of school, Express sites shall close for care one half (1/2) hour early provided the last day of school is an early student release day. If the day is early release for students, staff shall be released from duties at 5:30 p.m. Provided that licensing requirements for program and supervision are met, staff members may begin the process to close the site on the last day of school.

## **Section 13 – Preparation and Planning Time**

- A. Preparation time shall be for the purpose of planning at the work site.
  - 1. No District-wide meetings shall be held during preparation time.
  - 2. Use of preparation time should be included in the workday and not result in overtime.
  - 3. Meetings with supervisors shall be limited to thirty (30) minutes once per month during preparation time.
- B. Each Site Director shall have one (1) hour of preparation time per day and one (1) additional hour per month for team planning during the school year. This additional hour per month can be “banked” during the school year for a total of ten (10) per employee. These are “use it or lose it” hours.
  - 1. If a Site Director works only a morning or an afternoon shift, he/she will receive a prorated preparation time along with transition time to adequately plan and prepare with other staff to meet



the needs of the children enrolled in those programs. The total of the preparation time and transition time will not exceed one (1) hour.

- C. Each Activity Leader shall have one (1) hour of preparation time per week and one additional hour per month for team planning during the school year. This additional hour per month can be banked during the school year for a total of ten (10) per employee. These are “use it or lose it” hours.
- D. In order to ensure that Express students receive the maximum use of the Express Site Director’s time, Express Site Directors may have the option of completing up to half of their weekly prep time off site when access to their room is not readily available. After exploring all space options with their supervisor and with supervisor approval the employee may work off-site. (For example, the art room is the Express room.)

## **Section 14 - Express Meetings**

- A. There shall be two (2) all staff member meetings each year for professional development and program updates.
- B. These meetings are separate from the back to school and mid-year training.
- C. These meetings shall be held outside regular work hours and communicated to staff at least ten (10) working days in advance for planning purposes. Employees shall notify supervisors when they cannot attend meetings.

## **Section 15 - In-Service Training**

- A. The District shall provide twenty (20) hours of required professional development to be taken over the year in two (2) hour increments.
- B. The District shall advertise ten (10) hours each calendar year of STARS/MERIT training to Express employees.
  - 1. This shall be voluntary training. Employees will not be paid to attend these trainings, unless required by Express administration.
  - 2. If STARS/MERIT training is coordinated by the District, it shall be at no cost to employees.
- C. Express administration will make information available about Core Competencies.
- D. In order to be better prepared for working with Special Education, ESL and 504 students, the District will:
  - 1. Plan for and offer, at least quarterly, staff development classes for staff who want to be better prepared in providing service to Special Education, ESL and 504 students.

2. Develop a first day tip sheet for staff receiving Special Education, ESL and 504 students. A variety of “tip sheets” should be readied for various disabilities and handicapping conditions.
- E. All time required to attend District provided training will be paid time over and above regular hours or included in the workday.
  - F. All employees who are required by the District to maintain first aid/CPR certification will attend classes during the workday or be compensated at the appropriate rate of pay if outside the workday.
  - G. All employees who are required by the District to maintain food handler’s cards shall be compensated for the cost of the initial card, and renewal, provided the employee does not let the food handler’s card lapse.
  - H. The District agrees to the importance of current and pertinent staff development for Express staff.
    1. Yearly, staff will be surveyed as to interests and needs.
    2. Staff development will be provided through the Libby Professional Development Center.
    3. As funds permit, staff may apply to attend out-of-District conferences.
  - I. Prior to assignment of a Site Director to a new site, the newly designated Site Director at his/her option may spend two (2) days at the new site, with another Site Director, in consultation with the program manager or supervisor, to prepare for the new position.
  - J. When the District knows that a training will be a pilot or involves a professional commitment beyond the training session(s) and/or the contracted day, the District will state those commitments, to the best of its ability, within the course description.

## **Section 16 – Employee Facilities**

- A. Express employees shall have access to first aid equipment at the Express site.
- B. The Express program is a recognized school activity. The program will have access to the school gymnasium following the completion of after school sports and school sponsored activities.
- C. If the Express program must be displaced, an alternate site in the building will be designated.

## **Section 17 - Student Discipline**

- A. The Behavior Guidance Plan (in the Express parent manual) will be reviewed annually with all Express staff. Revisions to the Behavior Guidance Plan will be recommended by a group of Express employees as mutually determined by the Express Leadership Team and Express Administration.

- B. A Behavior Guidance committee shall be established by the District with input from the Association. This committee shall develop and review program guidelines and discipline standards for students, to include a framework for employees to document student behavior.
- C. The District shall provide information and training on the Behavior Guidance Plan and prescribed consequences for student behavior (Addendum E) annually to all employees in this bargaining unit.
- D. Temporary staff will be provided to sites to support the development of a behavior analysis and management plan, which may include employee training, for a student whose behavior creates a serious concern for his or her own or others' safety.
- E. Supervisors shall communicate known and available information regarding high needs students from other sites to the current site staff prior to the child attending the program. Site Directors shall also communicate with supervisors regarding students who have high or special needs that may not be known to the supervisor. This information can be used when determining staffing at the site.
- F. Emergency Removal:
  - 1. If a child's behavior creates a serious concern for his/her own or others' safety, a child may be suspended from the program.
  - 2. These behaviors include harassment, leaving a designated area without permission, and verbal or physical violence.
  - 3. No child may be suspended or removed from the program without Express supervisor approval.
  - 4. Prior to returning to the program after a suspension, a meeting between the supervisor and site staff shall occur.
    - a. The student's parent/guardian will be included consistent with his/her availability for the meeting.
    - b. The student will be included in the meeting as appropriate.
    - c. This meeting shall occur in a confidential setting whenever possible.
    - d. Clear behavior expectations and support for student success shall be identified in writing by the supervisor with input from Express staff.
    - e. These written expectations shall be transferred from program to program, while the student is on the plan, to support a successful transition for the student and employees at other sites.

## **Section 18 - Expense Advancement**

Sites shall be provided with a procurement card which shall authorize them to purchase materials for the Express program.

## **Section 19 – Express Employee Dependent Care**

Express employees shall have the right to enroll their school-aged children in the Express program with all fees being waived. Express employees will be provided this benefit as long as all of the IRS guidelines are followed.

## **Section 20 – State Licensing Requirements**

It is the employee's responsibility to meet state licensing requirements. Employees may access the required training hours through a variety of ways including paid District training provided during scheduled staff meetings/orientations, out-of-district training, or by accessing the waiver process. It is the employee's responsibility to submit appropriate documentation to the program director.

## **Section 21 – Program Budget Review and Input**

- A. Site budgets will be set for the semester and provided to employees the first week of October and the first week of February.
- B. Employees shall have the opportunity for input on the site budgets at this time.

# **Article IX – Print Shop Group: Lead Operator, Press Operator 1, Press Bindery Operator, Bindery/Mail Operator, and Production Pre- Press Assistant**

## **Section 1 – Work Hours and Work Year**

- A. The length of work year and workday shall be in accordance with the hours and days defined by the position description terms of employment. Changes to the length of workday shall be in accordance with the applicable provisions of this agreement. Anticipated changes shall be shared with the employee in the spring preceding the upcoming school year when possible. Changes in work year will be brought to Leadership Team and/or Labor Management.
- B. Regularly assigned employee work hours shall be scheduled between the hours of 7:00 a.m. and 5:00 p.m.
- C. The normal daily work schedule shall be eight (8) hours.

## **Section 2 – Overtime and Callback**

- A. Regular Overtime: Any time worked in excess of forty (40) hours during regular work week shall be at the rate of time and one half (1 ½). Overtime is voluntary and assigned by seniority by job title. Approval for additional time or overtime must be obtained in advance from the supervisor except in emergency circumstance.
- B. Premium Overtime: Sundays shall be at the overtime rate, providing that Sunday is not part of the regular shift. Holidays shall be paid at double time.
- C. Callback is defined as an official assignment of work that does not continuously precede or follow an employee's regularly scheduled shift.
  - 1. Callback time begins at the time the employee arrives at his/her assigned workstation.
  - 2. Employees called back to work shall receive a minimum of two (2) hours.

## **Section 3 – Lead Operator**

- A. The lead operator will earn a nine percent (9%) stipend each month for work in overseeing the print shop when the supervisor is not present.

# **Article X – Event Services Group: Event Services Specialist and Hospitality Specialist.**

## **Section 1 – Work Hours and Work Year**

- A. The length of work year and workday shall be in accordance with the hours and days defined by the position description terms of employment. Changes to the length of work day shall be in accordance with the applicable provisions of this agreement. Anticipated changes shall be shared with the employee in the spring preceding the upcoming school year when possible. Changes in work year will be brought to Leadership Team and/or Labor Management
- B. The less than twelve month Event Services Specialist position shall have five (5) days added to the work year in order to accommodate for heavy work load periods. The employee shall submit a schedule for these days to be approved by the supervisor. This schedule shall be created and approved the first week of June. By mutual agreement, up to an additional five (5) days may be added.
- C. Employee work hours shall be scheduled between the hours of 7:00 a.m. and 5:00 p.m.
- D. The normal daily work schedule shall be eight (8) hours.

## **Section 2 – Overtime and Callback**

- A. Regular Overtime: Any time worked in excess of forty (40) hours during the regular work week shall be at the rate of time and one half (1 ½). Overtime is voluntary and assigned by seniority in a job title on a rotating/alternating basis. During seasonal increased workload times, employees and supervisor shall meet to discuss solutions to meet the workload needs. Options to meet the needs shall include: overtime, substitute help, cross training, flexing of schedules, etc. Should no options work, overtime will be assigned. Approval for additional time or overtime must be obtained in advance from the supervisor except in emergency circumstances.
- B. Premium Overtime: Sundays shall be at the premium overtime rate, provided that Sunday is not part of the regular shift. Holidays shall be paid at double time.
- C. Callback is defined as an official assignment of work that does not continuously proceed or follow an employee's regularly scheduled shift.
  - 1. Callback time begins at the time the employee arrives at his/her assigned workstation.
  - 2. Employees called back to work shall receive a minimum of two (2) hours.
  - 3. Callback is equitably assigned by job title.

# **ARTICLE XI - STUDENT SPECIALISTS GROUP: SVL SUPPORT SPECIALISTS, ACHIEVEMENT GAP INTERVENTION SPECIALISTS, CAREER SPECIALISTS**

## **Section 1 – Work Hours and Work Year**

- A. The length of work year and workday shall be in accordance with the hours and days defined by the position description terms of employment. Changes to the length of workday shall be in accordance with the applicable provisions of this agreement. Anticipated changes shall be shared with the employee in the spring preceding the upcoming school year when possible. Changes in work year will be brought to Leadership Team and/or Labor Management.
- B. Regularly assigned employee work hours shall be scheduled between the hours of 7:00 a.m. and 5:00 p.m.

## **Section 2 – Collaboration**

- A. SVL Support Specialist, Achievement Gap Intervention Specialists and Career Specialist employees will be allocated two (2) hour per month, inside the normal workday, to participate in collaboration and/or to plan with employees in similar job titles.

## **Section 3 – Overtime and Callback**

- A. Regular Overtime: Any time worked in excess of forty (40) hours during the regular work week shall be at the rate of time and one half (1 ½). Overtime is voluntary and assigned by seniority in a job title. Approval for additional time or overtime must be obtained in advance from the supervisor except in emergency circumstances.
- B. Premium Overtime: Sundays shall be at the premium overtime rate, provided that Sunday is not part of the regular shift. Holidays shall be paid at double time.
- C. Callback is defined as an official assignment of work that does not continuously proceed or follow an employee's regularly scheduled shift.
  - 1. Callback time begins at the time the employee arrives at his/her assigned workstation.
  - 2. Employees called back to work shall receive a minimum of two (2) hours.
  - 3. Callback is equitably assigned by job title.

## **Article XII - Instructional Materials Handlers**

### **Section 1 – Work Hours and Work Year**

- A. The length of work year and workday shall be in accordance with the hours and days defined by the position description terms of employment. Changes to the length of workday shall be in accordance with the applicable provisions of this agreement. Anticipated changes shall be shared with the employee in the spring preceding the upcoming school year when possible. Changes in work year will be brought to Leadership Team and/or Labor Management.
- B. Employee work hours shall be scheduled between the hours of 7:00 a.m. and 5:00 p.m.
- C. The normal daily work schedule shall be eight (8) hours.

### **Section 2 – Overtime and Callback**

- A. Regular Overtime: Any time worked in excess of forty (40) hours during the regular work week shall be at the rate of time and one half (1 ½). Overtime is voluntary and assigned by seniority in a job title on a rotating/alternating basis. Approval for additional time or overtime must be obtained in advance from the supervisor except in emergency circumstances.
- B. Premium Overtime: Sundays shall be at the premium overtime rate, providing that Sunday is not part of the regular shift. Holidays shall be paid at double time.
- C. Callback is defined as an official assignment of work that does not continuously proceed or follow an employee's regularly scheduled shift.
  - 1. Callback time begins at the time the employee arrives at his/her assigned workstation.
  - 2. Employees called back to work shall receive a minimum of two (2) hours.
  - 3. Callback is assigned by seniority on a rotating/alternating basis.



# **Article XIII - Administrative Office Group: Assessment Technical Compliance Specialist, Accounting Technician, Audit Technical Assistant, Student Support Services Specialist**

## **Section 1 – Work Hours and Work Year**

- A. The length of work year and workday shall be in accordance with the hours and days defined by the position description terms of employment. Changes to the length of workday shall be in accordance with the applicable provisions of this agreement. Anticipated changes shall be shared with the employee in the spring preceding the upcoming school year when possible. Changes in work year will be brought to Leadership Team and/or Labor Management.
- B. Regularly assigned employee work hours shall be scheduled between the hours of 7:00 a.m. and 5:00 p.m.

## **Section 2 – Overtime and Callback**

- A. Regular Overtime: Any time worked in excess of forty (40) hours during the regular work week shall be at the rate of time and one half (1 ½). Overtime is voluntary and assigned by seniority in a job title on a rotating/alternating basis. Approval for additional overtime must be obtained in advance from the supervisor except in emergency circumstances.
- B. Premium Overtime: Sundays shall be at the premium overtime rate, provided that Sunday is not part of the regular shift. Holidays shall be paid at double time.
- C. Callback is defined as an official assignment of work that does not continuously precede or follow an employee's regularly scheduled shift.
  - 1. Callback time begins at the time the employee arrives at his/her assigned workstation.
  - 2. Employees called back to work shall receive a minimum of two (2) hours pay at the appropriate overtime rate.
  - 3. Callback is assigned by seniority on a rotating/alternating basis.

## **ARTICLE XIV – LEAVES**

### **Section 1 – Sick, Family, and Emergency Leave**

A. Employees under a ten (10) month school year contract shall be allowed sick, family, and emergency leave at the rate of ten (10) days per year. Employees on more than a ten (10) month contract shall be allowed such leave at the rate of one (1) day per month of employment up to a maximum of twelve (12) days per year. Such leave days are accumulated each year on a prorated basis for assigned daily hours and for partial year worked.

1. A continuing employee will be entitled to the yearly allowable number of such leave days on the day he/she reports to work in the new school year.
2. If employment is terminated during the year for other than health reasons, the days allowed for the current year will be adjusted pro rata to those actually earned and the employee will be liable for return of pay for those days used but not earned.
3. Unused sick and emergency leave shall accumulate in accordance with the appropriate WAC or its replacement. The yearly allowable number of leave days will be prorated for all leaves to participate in public service. A person commencing employment during the school year will be granted leave days on a pro rata basis.

#### **B. Sick and Injury Leave:**

Sick leave is defined as days of absence from duty because of personal sickness and for which no deduction is made in compensation of the employee, provided the employee has a compensated leave balance. After an illness of five (5) consecutive days, an employee may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence. When an employee has exhibited a pattern of absence that suggests an abuse of sick leave, the employee may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's absence irrespective of five (5) days. Sick and emergency leave may be taken to the full amount of accumulation.

#### **C. Emergency Leave:**

1. Emergency leave may be granted for problems for which pre planning is not possible or could not relieve the necessity for the employee's absence (ex. Religious holidays, funeral of friend, etc.).
2. Emergency leave shall be deducted from available sick leave. An individual may not use more in annual total than is annually available in his/her sick leave balance.

D. Employees shall be allowed to use their accrued leave under this section to care for immediate family members with a health condition that requires treatment or supervision. Abuse of sick leave may be subject to disciplinary action as found in the "Progressive Discipline" section.

E. Sick Leave Sell Back: This section shall be consistent with RCW 28A.58 or its replacement. RCW 28A.58 provides:

1. Twelve (12) days may be accumulated per year on a prorated basis to a maximum of 180 days.
2. After sixty (60) days have been accrued, an employee may exercise the option to receive remuneration for unused illness or injury leave accumulated in the previous year, at the rate equal to one (1) day for each four (4) full days accrued in excess of sixty (60) days.
3. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four days for every one day's monetary compensation.
4. At the time of separation from District employment due to retirement or death, remuneration shall be granted at a rate equal to one (1) day's current compensation for each four (4) days of accrued illness and injury leave. The maximum number of days which can be remunerated is 25 (25%) percent of one hundred eighty (180) or a total of forty-five (45) days.
5. It is agreed that the provisions enumerated above shall be in effect upon the effective date of this law, and shall continue in force through the duration of this Agreement unless RCW 28A.58 is changed, or the law is found to be illegal or unconstitutional.

## **Section 2 - Maternity Leave**

A. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are temporary disabilities.

1. Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington State Human Rights Commission change, the administrative procedure will be revised accordingly.
2. An employee shall notify the Chief Human Resources Officer as early as possible in writing of the expected date of birth of the child.
3. An employee is eligible for a leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. Leave extending beyond five (5) days shall require a physician's statement to verify the leave period for disability relating to pregnancy or childbirth. A physician's statement for a leave of less than five days may be required. In instances where an employee requesting maternity leave is not under a physician's care because of religious reasons; a supporting written statement from the employee will be required. Such leave shall normally be limited to no more than thirty (30) days.
4. Maternity leave is in addition to leave granted through FMLA, the Washington Family Leave Act, and Pregnancy Disability Leave pursuant to the Washington Law Against Discrimination.
5. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:

- a. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, provided the employee works up to the day her physician indicated as the beginning of her disability.
  - b. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on a health leave without pay for the duration of the period unless the disability beyond sick leave is of such duration that granting the leave would be unreasonable in view of the necessities of the District.
  - c. A long-term substitute may be placed in the employee's position during the period of absence.
6. When returning from leave, a statement from the employee's attending physician releasing the employee to return to work may be required. Because of circumstances relating to the timing of holidays, grading/ report periods, vacation periods, and the change of quarters, the administration and the employee may agree to deviations which would extend the return date beyond the period of disability. In such circumstances the extended period beyond disability shall be without District pay.

### **Section 3 - Child Rearing Leave**

Child rearing leave is covered under provisions of the family and medical leave.

### **Section 4 - Parenting Leave**

Employees may use up to thirty days of accumulated sick leave per year for introducing a new child into their family. This applies to regular childbirth as well as adoption. This leave is in addition to maternity leave.

### **Section 5 - Temporary Absence**

An employee who needs to be absent from duty for a period of less than two (2) hours for an emergency (including doctor's appointments), community service, or an educational growth activity may be excused by the principal or supervisor without loss of pay, if, in the judgment of the principal or supervisor, duties can be covered to the satisfaction of all concerned. This absence will not be used more than twice per year.

### **Section 6 - Bereavement Leave**

- A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. Such leave shall be granted in incidence of a death in the employee's immediate family (including stepfamily) with pay for a period of up to five (5) days. Immediate family is defined as parent, parent-in-law, grandparent, grandchild, brother, sister, husband, wife, son, daughter, or other dependent child.
- B. Absences due to the death of a near relative in the employee's family shall be allowed for a period of up to two (2) days. Near relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

- C. In special cases, the superintendent or designee may extend the definition of immediate family and/or grant extra days.
- D. Funerals and attendance to other business related to personal loss not covered in Paragraphs A, B, and C above may involve the use of emergency leave or vacation.

## **Section 7 - Family and Medical Leave**

Any eligible employee is entitled to a total of twelve (12) work-weeks of family and medical leave during any fiscal year (September 1 - August 31), as provided for in District Policy. See Addendum B.

## **Section 8 - Military Leave**

- A. A leave of absence for involuntary active military service may be granted for up to one (1) year without pay upon recommendation of the superintendent and approval of the Board. Special conditions of the leave shall be put in writing and signed by the employee at the time the leave is granted. If the employee does not fulfill the special and regular conditions of the leave, it will be considered a breach of terms and conditions of the contractual relationship of the employee with the District and at the sole discretion of the District may be cause for disciplinary action which may include termination.
- B. Military leave of absence for a period not to exceed fifteen (15) calendar days as granted under RCW 38.40.060 shall be leave with pay.

## **Section 9 - Public Service Leave**

It shall be the policy in the District to relieve school employees to participate in the state legislature or other elected positions related to public service from their responsibilities in the public schools without compensation during the term of such office. Should individuals concerned find it necessary to leave their school posts at times other than their elected term, each situation will be handled individually upon the request of the employee.

## **Section 10 - Community Service Leave**

- A. An employee representing the District may be excused by his/her principal or supervisor to attend an education related activity in Spokane County without submitting a request to the superintendent provided, in the judgment of the supervisor, his/her duties can be properly covered to the satisfaction of all concerned, and at no additional cost to the district.
- B. Employees representing a charity or community organization may be excused from work upon approval of the superintendent or designee. Any expense, substitute cost or travel cost will be the responsibility of the employee or the organization represented.

## **Section 11 - Jury Service**

- A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to his/her giving such jury service.

- B. When an employee is required to actually perform jury duty, he/she shall do so without loss of pay and/or benefits.
- C. Jury fees, exclusive of mileage, shall in each case be remitted to the District.
- D. In the interest of maintaining the continuity of the educational program, whenever an employee is released early (half or more than half of the workday remaining) from jury duty, he/she shall return to the building for assignment.

## **Section 12 - Subpoena Leave**

District employees subpoenaed to testify on school-related business or matters will be granted release time, not to be deducted from their sick leave or vacation time.

## **Section 13 - General Leaves of Absence**

- A. Upon approval of the District, an employee may take up to one year leave of absence without pay. Upon return the employee will be placed in the same position or a similar position for which he/she is qualified, if a position is available at time of return. Replacement employees may be hired for the one (1) calendar year only.
- B. The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.
- C. Employees who are members of recognized religious groups have the right to request in advance through Human Resources up to three (3) days per work year of non-accumulating accommodation leave when:
  - 1. the recognized religious group celebrates a holy day or religious holiday and
  - 2. requires attendance at the celebration
  - 3. the celebration is only scheduled at a time which conflicts with the employee's scheduled work day and shift.

## **Section 14 - Education Leaves**

- A. Employees who desire to further their education may request to move from full- time to part-time, or full-time leave status. Half-time leave status is defined as one half of the hourly amount required to designate the employee as full-time. Upon approval the employee may work half time. The employee will request the leave in writing.
- B. Upon approval by the District, an employee may take up to one year leave of absence for education without pay or District contribution to benefits. Upon return the employee will be placed in the same position or a similar position for which he/she is qualified, if a position is available at time of return.

- C. The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.

### **Section 15 - Temporary Closure**

In the event that one or more schools are closed because of an emergency, for one or more days, the affected employees will be granted leave at no deduction in salary or benefits, provided the students are not required to make up the days. This provision shall not apply to a withholding of services for any reason by employees represented by the Association.

### **Section 16 - Shared Leave Pooling**

- A. Employees may donate sick leave to aid another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.
- B. An employee who has an accrued sick leave balance of more than twenty-two (22) days may transfer sick leave to another employee as specified above. An employee may not donate days that would result in his/her sick leave account going below twenty-two (22) days.
- C. Subject to the above limitations, employees may donate up to six (6) days during any twelve (12) month period.
- D. While an employee exercises leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

### **Section 17 - Association President's Leave**

- A. Upon request, the president of the Association will be granted a leave of absence for the school year in which he / she is president. The Association will reimburse the District for the salary and fringe benefits of the president at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave.
- B. The Association will maintain a record of all days of absence under sick, injury, and emergency leave used by the president during the school year and present it annually to the District.
- C. Upon completion of the term of office and leave of absence of the Association president, the District shall, upon the request of the individual, return the individual to the building previously assigned in a similar position, provided the same building is in operation, and further provided that the position has not been changed or eliminated.
- D. In the event the previously assigned building is no longer in operation, or the position has been changed or eliminated, a mutually agreed-upon position will be provided. The Association will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.

## Section 18 - Association Leave

- A. The District shall provide to the Association an aggregate of 250 total days for all bargaining units represented by the Association each school year for the purpose of Association leave.
- B. Use of such leave shall be approved by the president of the Association.
- D. The Association shall provide the full salary costs for the employee's absence when substitutes are required.
- D. Release time for Washington Education Association (WEA) board members, National Education Association (NEA) board members, and arbitration witness shall not be counted against this leave total.
- E. The District will provide substitute time for all joint committee meetings as needed that meet during the workday.
  - 1. Substitute time for joint committees will not be counted against Association leave days.
  - 2. Prior to the establishment of any joint committees, the District and the Association will agree as to the numbers and make-up of the joint committees.
  - 3. All joint committees will strive to minimize impact on school activities by scheduling meetings outside of the school day.

## Section 19 – Vacation Leave

Twelve-month employees:

- A. Twelve-month employees shall earn vacation accruals in the table below based on an eight (8) hour day/forty hour work week:

1. Years of service                      Vacation Eligibility

1 – 4 years	6.66 hrs./mo.10 days or 80 hours
5 – 9 years	10 hrs./mo.15 days or 120 hours
10 – 24 years	13.3 hrs./mo./20 days or 160 hours
25 plus years	15.3 hrs./mo.23 days or 184 hours

- 2. Any terminated employee will receive prorated vacation pay on their last warrant.
- 3. **Twelve month vacation requests during non-student periods:** Twelve month employees requesting vacation during periods of non-student days shall be granted at the time requested by the employee providing that work site coverage as determined minimally necessary by the District can be maintained. Selection shall be on a seniority basis as long as the requests have been submitted at least thirty (30) days in advance. If requests are not submitted thirty



(30) days in advance, requests shall be granted on a first-come, first-served basis up to the limit.

4. **Twelve month vacation requests during student days:** Employees requesting vacations during periods of students shall be limited to a total of 10% of the group at any one time. In small employee groups (e.g. District Resource Officers), vacation may be granted above the ten (10) percent cap as long as there is minimum coverage. Selection shall be on a seniority basis as long as the requests have been submitted at least thirty (30) days in advance. If requests are not submitted thirty (30) days in advance, requests shall be granted on a first-come, first-served basis up to the limit.

**The following provision applies to Express:** Twelve month employee vacation requests during periods of non-student days shall be granted provided that work site coverage, as determined minimally necessary by the District, can be maintained. Selection shall be on a seniority basis as long as the requests have been submitted at least thirty (30) days in advance. If requests are not submitted thirty (30) days in advance, requests shall be granted on a first-come, first-served basis up to the limit.

#### B. Non-Restricted Vacation Leave

1. In addition to the above noted vacation days, each employee will be granted an additional three (3) non-restricted vacation leave days annually.
2. These days are separate from regular vacation days, can be accumulated up to a total of five (5) and will be front loaded each year.
3. Three (3) non-restricted vacation leave days may be taken for which no reason need be given. The employee is not required to state the reasons for the request to take such leave days. These leave days are separate from sick, injury, and emergency leave days.
4. Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days, subject to supervisor approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.
5. Employees who elect not to utilize these days may elect to cash out days as provided. These days are prorated for a partial year worked.

- C. Employees may carry over up to one half (1/2) of their earned regular vacation and up to two (2) days of non-restricted vacation days each year. Additional vacation may be accumulated if an employee is requested in writing to defer his/her vacation because of work schedules. In any year an employee may choose to sell back up to three (3) days of non-restricted vacation at the true per diem rate so long as in the last two (2) years of employment the maximum total vacation days for cash out purposes does not exceed thirty (30).

## **Section 20 – Non Twelve Month Employee Vacation Leave**

- A. The vacation accrual amount for non-twelve month employees is based on their regular hours of the employee's work day.
- B. Two (2) vacation days will be granted each year. These days can be accumulated to a total of five (5). Vacation leave days may be taken and the employee is not required to state the reasons for taking such leave days. These leave days are separate from sick, injury, and emergency leave days.
- C. Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days for which no reason need be given, subject to supervisor approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.
- D. Employees who elect not to utilize these days will receive an amount equal to one (1) day's pay for each unused day. These days are prorated for a partial year worked. Three (3) days are eligible for sell back.
- E. Non-twelve month employees will earn a salary increment stipend. See the "Stipends" section of this contract for details.

## **Section 21 – Natural Disaster Leave**

When a natural disaster is declared by an official public agency which precludes an employee from getting to work, the employee will notify his/her supervisor as soon as reasonably possibly of his/her inability to get to work so that staffing adjustments can be made to secure school facilities. Such authorized absence will not constitute loss of vacation, annual vacation leave, sick/emergency leave, or pay.

## **ARTICLE XV - SALARY AND BENEFITS**

### **Section 1 - Salary Schedules**

- A. The District shall provide salary schedules to attract, retain and support a high quality workforce.
- B. The salary schedules for Educational Support Specialists are attached as Addendum A. In 2015-2016 the salary schedules shall be increased in the following manner:
  - 1. Mental Health Therapists: 11%
  - 2. Instructional Assistants: 9.5%
  - 3. Express: 9.5%
  - 4. SRS: 7.5%
  - 5. All other job titles covered in this agreement: 6.5%

Additional salary improvements authorized and funded by the state and received by the District during the life of this contract will be granted to bargaining unit personnel by a uniform salary schedule percentage improvement.

Employees who receive an overpayment by the District will have the following options for repayment, provided that the total monthly amount being paid back, even in multiple instances of overpayments, is a minimum of twenty five (\$25). Additional overpayment options may be utilized, if approved, when unique circumstances exist:

- 1. Lump sum repayment.
- 2. Equal payments to be completed by the end of the school year.
- 3. Equal payments spread over one (1) year.
- 4. If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the final pay warrant.
- 5. Repayment will begin in the warrant following individual notification that such repayment is necessary.

In the event the District identified an overpayment or underpayment prior to payday, the District will notify the employee of the error. If the error is an underpayment, the District will provide a separate payment to the employee on payday to correct the underpayment. If the error is an overpayment, the employee will be required to provide a lump-sum payment for the overpayment on payday.

- C. All regular District experience will count toward an employee's placement on the salary schedule regardless of the number of hours worked per day, if such experience either did allow or would have allowed the employee to move forward on the appropriate salary schedule in effect at the time.

Excluded from allowable experience is all substitute experience. The step increase date will be the actual date of hire, minus any unpaid leave(s) of absence or other breaks in service. Military leave and unpaid leaves of absence in which the Educational Support employee receives worker's compensation benefits shall be exceptions to this clause and shall not be considered breaks in service. For IAs only, longevity pay increments will be based on years with the District in any regular position calculated from date of hire.

- D. If requested by the unit, a salary compensation study will be conducted every three (3) years beginning with the fall of 2005. The process utilized will be jointly decided by the Association and the District.
- E. Employees who work less than four (4) hours per day in Education Support Professional (ESP) positions (with regular daily hours) are not eligible for insurance benefits. Upon initial hire these employees are provided the following options for the payment of wages:
  - 1. Ten (10) even amounts from September through June.
  - 2. Twelve (12) even amounts from September through August

Once an employee selects option number 2 above, the ten (10) month payment of wages option is no longer available.

- F. All employees hired on or after spring of 2002 and current employees who move into ESP positions of four (4) hours or more per day will be paid in twelve (12) even monthly installments from September through August.
- G. For employees hired on or before spring of 2002 who work four (4) hours or more per day in ESP positions, wages will be paid automatically in twelve (12) even monthly installments for September through August unless the employee elected the ten (10) month payment option prior to 2002. Annual notification in writing is required to continue the ten month payment option. Once an employee elects to receive payments over twelve (12) months, the ten (10) month payment option is no longer available.
  - 1. The District will provide an education process to inform employees regarding implications of choosing ten (10) month or twelve (12) month payment options.
- H. All employees at Libby assigned to similar programs who are currently paid on Level 40 (formerly level 3) will continue to receive salary compensation at that level. As new positions are established or current positions become vacant the salary compensation will be based on Level 30 (formerly level 2).

## Section 2 –Stipends

### A. Bilingual Specialists/Deaf/HH Interpreters

\$300 AA Degree paid in September

\$400 BA Degree paid in September

\$325 Clothing/Supply/Material paid in September - \$200 pro-rated by hours

\$200 License Certificate paid in January

\$200 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1

\$200 ESP Annual Training Stipend paid in June (must work four (4) or more hours) and form must be submitted to Human Resources no later than May 31

### B. Central and District Resource Officers/Security Response Officers

\$300 AA Degree paid in September

\$400 BA Degree paid in September

\$550 Clothing/Supply/Material paid in September - \$200 pro-rated by hours

\$200 License Certificate paid in January (for Commission)

\$200 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1

\$200 ESP Annual Training Stipend paid in June (must work four (4) or more hours) and form must be submitted to Human Resources no later than May 31

### C. ECEAP Family Support Specialist

\$1,336 for Masters Degree paid in September

\$325 Clothing/Supply/Material paid in September - \$200 pro-rated by hours

\$200 License Certificate paid in January (for ESA or RN license)

\$200 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1

\$200 ESP Annual Training Stipend paid in June (must work four (4) or more hours) and form must be submitted to Human Resources no later than May 31

Eligible for Personal Care Stipend with Supervisory Approval (See Instructional Assistants personal care stipend.)

### D. Instructional Assistants, Job Specialists

\$300 AA Degree paid in September

\$400 BA Degree paid in September

\$1000 personal care/severe student behavior stipend paid \$100 monthly September through June pro-rated by hours:

1. Formula is \$1000 divided by 6 X # of actual hours worked
2. Cut off if transfer to IA position that does not pay personal care is 15<sup>th</sup> of the month.

\$325 Clothing/Supply/Material paid in September - \$200 prorated by hours

\$200 Clothing/Supply/Material paid to Job Specialists in September

\$200 License Certificate paid in January (Core Competencies complete within one (1) year of hire and must be completed prior to stipend payment)

\$200 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1.

\$200 ESP Annual Training Stipend paid in June (must work four (4) or more hours) and form must be submitted to Human Resources no later than May 31.

- E. Licensed and Registered Nurses, School Academic Support Specialist, Career and Technical Education Specialist, School Community Specialist, Homeless Community Specialist, ELD program Specialist, Physical Therapy Specialist, Gear-UP Program Liaison, Homeless Program Liaison

\$300 AA Degree paid in September

\$400 BA Degree paid in September

\$350 Clothing/Supply/Material paid in September - \$200 prorated by hours

\$200 License Certificate paid in January (Current LPN or RN License)

\$200 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1.

\$200 ESP Annual Training Stipend paid in June (must work four (4) or more hours) and form must be submitted to Human Resources no later than May 31.

- F. Mental Health Therapists/Truancy and Community School Liaisons/Student Assistant Specialists/Chemical Dependency Professionals/Drug & Alcohol

\$1,336 Masters Degree paid in September

\$350 Clothing/Supply/Material paid in September - \$200 prorated by hours

\$200 License Certificate paid in January (ESA or social work or CDP Certificate)

\$200 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1.

\$200 ESP Annual Training Stipend paid in June (must work four (4) or more hours) and form must be submitted to Human Resources no later than May 31.

- G. Print Shop/ Industrial Materials Handlers

\$400 BA Degree paid in September

\$1, 336 Masters Degree paid in September

\$200 Clothing/Supply/Material paid in September - \$200 prorated by hours

\$200 License Certificate paid in January

\$200 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1.

\$200 ESP Annual Training Stipend paid in June (must work four (4) or more hours) and form must be submitted to Human Resources no later than May 31

H. Event Specialists, Career Specialists, AGIS, SVL Support Specialist, Web/Media Specialist, SVL Program Support

\$400 BA Degree paid in September

\$1336 Masters Degree paid in September

\$200 Clothing/Supply/Material paid in September - \$200 prorated by hours

\$200 License Certificate paid in January

\$200 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1.

\$200 ESP Annual Training Stipend paid in June (must work four (4) or more hours) and form must be submitted to Human Resources no later than May 31.

I. Administrative Office Group

\$400 BA Degree paid in September

\$1336 Masters Degree paid in September

\$200 Clothing/Supply/Material paid in September - \$200 prorated by hours

\$200 License Certificate paid in January

\$200 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1.

\$200 ESP Annual Training Stipend paid in June (must work four (4) or more hours) and form must be submitted to Human Resources no later than May 31.

J. Express

\$300 AA Degree or AA equivalent for Child Development Associate paid in September

\$400 BA Degree paid in September

\$1000 personal care/severe student behavior stipend paid \$100 monthly September through June pro-rated by hours (Formula is \$1000 divided by 6 X # of actual hours worked)

\$200 Clothing/Supply/Material paid in September - \$200 prorated by hours  
\$200 License Certificate paid in January (Food Handlers, First Aid, TB)

\$200 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1.

\$200 ESP Annual Training Stipend paid in June (must work four (4) or more hours) and form must be submitted to Human Resources no later than May 31.

- G. Grandparent Stipend -- Employees who were hired prior to September 1, 2006 who have earned stipends in excess of the total dollars offered for stipends as noted above will receive a Grandparent stipend in the amount of the difference between the average total stipend amount earned in the previous three years (2003-04; 2004-05; 2005-06) and the current available stipend amount. This Grandparent stipend shall remain the same once established for each individual. This stipend is paid in June.
- H. Non-twelve Month Employee Stipend -- Non-twelve month employees will earn a salary increment stipend in consideration of the fact that these non-twelve-month employees are only eligible to earn a limited number of paid vacation days off, regardless of their years of service. Employees will have a choice of a lump sum amount or a monthly stipend paid from December through June. Once a payment selection plan is made the District will continue to use the same payment method unless informed by the employee. This stipend will be calculated based on annual salary as of December 1 according to the following schedule:

<u>Years of Service</u>	<u>Stipend %</u>
1 <sup>st</sup> – 4 <sup>th</sup> years	2.65%
5 <sup>th</sup> – 9 <sup>th</sup> years	3.71%
10 <sup>th</sup> – 24 <sup>th</sup> years	5.83%
25 plus years	6.98%

### **Section 3 – TRI Days/Non Compulsory**

- A. The provisions below apply to the following employees: Instructional Assistants/ Job Specialists**
1. Each employee shall have the option of working extra workdays. Such time will be in increments of no less than one (1) hour for periods of time one (1) hour or longer. Each employee shall determine how this time is to be spent subject to the approval of his/her supervisor. Such time will be compensated on supplemental timecard.
  2. Employees shall have seven (7) additional paid optional days per year. The length of extra workdays for employees will be the same length as their normal workday and are prorated for a partial year worked. TRI may include attendance at workshops which the supervisor has approved.



3. These days may be broken up into hourly increments for use during the school year in conferencing with supervisors or staff or in the performance of other duties or may be used before or after the student year.
4. In lieu of up to one and one half (1 ½) of the above incentive days, employees may utilize an equivalent amount of money to reimburse tuition or workshop fees for classes or workshops related to their employment. Such fees to be claimed as time as opposed to actual tuition fee reimbursement.

**B. The provisions below apply to the following employees and excludes those that have a twelve (12) month work year: Student Assistance Specialists, Nurses, Community Schools Liaison, Truancy Liaison, School Community Specialist, Homeless Community Specialist, School Academic Support Specialist, Career and Technical Education Specialist, Physical Therapy Assistant, ELD Program Specialist, Homeless Program Liaison, Gear-UP Liaison:**

1. Each employee shall have the option of working seven (7) extra workdays. Such time will be in increments of no less than one (1) hour for periods of time one (1) hour or longer. Each employee shall determine how this time is to be spent subject to the building or program supervisors. Employees shall use one (1) of these days for compiling program-related statistical data/information at the end of each school year consistent with program needs. Such time will be compensated on supplemental contract.
2. Not less than one (1) non-compulsory day, and up to a total of three (3) non-compulsory days, will be provided if the supervisor deems necessary to classified Registered Nurses to develop life threatening health and medication plans.
  - a. These days may be broken up into hourly increments for use during the school year in conferencing with supervisors or staff or in the performance of other duties or may be used before or after the student year.
  - b. Nurses shall notify the Health Services Coordinator if additional supplemental time is required to meet immunization compliance requirements.
3. The length of extra workdays for employees will be the same length as their normal workday and are prorated for a partial year worked. TRI may include attendance at workshops for which the supervisor has approved.
4. In lieu of up to one and one half (1 ½) of the above incentive days, employees may utilize an equivalent amount of money to reimburse tuition or workshop fees for classes or workshops related to their employment. Such fees to be claimed as time as opposed to actual tuition fee reimbursement.

**C. The provisions below apply to the following employees: Interpreters/Hard of Hearing/Bilingual Specialists.**

1. Each employee shall have the option of working extra workdays. Such time will be in increments of no less than one (1) hour for periods of time one (1) hour or longer. Each employee shall determine how this time is to be spent subject to the approval of his/her supervisor. Such time will be compensated on supplemental timecard.
2. Employees shall have seven (7) additional paid optional days per year. The length of extra workdays for employees will be the same length as their normal workday. TRI may include attendance at workshops for which the supervisor has approved.
3. These days may be broken up into hourly increments for use during the school year in conferencing with supervisors or staff or in the performance of other duties or may be used before or after the student year.
4. In lieu of up to one and one half (1 ½) of the above incentive days, employees may utilize an equivalent amount of money to reimburse tuition or workshop fees for classes or workshops related to their employment. Such fees to be claimed as time as opposed to actual tuition fee reimbursement.

**D. The provisions below apply to the following employees and excludes those employees who have a twelve (12) month work year: Print Shop Employees, SVL Program Support Technician, Web Media Specialist, SVL, Support Specialist, AGIS, Career Specialists**

1. Each employee shall have the option of working extra workdays. Such time will be in increments of no less than one (1) hour for periods of time one (1) hour or longer. Each employee shall determine how this time is to be spent subject to the approval of his/her supervisor. Such time will be compensated on supplemental timecard.
2. Employees shall have seven (7) additional paid optional days per year. The length of extra workdays for employees will be the same length as their normal workday and are prorated for a partial year worked. TRI may include attendance at workshops ~~for~~ which the supervisor has approved.
3. These days may be broken up into hourly increments for use during the school year in conferencing with supervisors or staff or in the performance of other duties or may be used before or after the student year.
4. In lieu of up to one and one half (1 ½) of the above incentive days, employees may utilize an equivalent amount of money to reimburse tuition or workshop fees for classes or workshops related to their employment. Such fees to be claimed as time as opposed to actual tuition fee reimbursement.

**E. The provisions below apply to the following employees and excludes those employees who have a twelve (12) month work year: Event Services Employees**

1. Each employee shall have the option of working extra workdays. Such time will be in increments of no less than one (1) hour for periods of time one (1) hour or longer. Each employee shall determine how this time is to be spent subject to the approval of his/her supervisor. Such time will be compensated on supplemental timecard.
2. Employees shall have seven (7) additional paid optional days per year. The length of extra workdays for employees will be the same length as their normal workday and are prorated for a partial year worked. TRI may include attendance at workshops for which the supervisor has approved.
3. These days may be broken up into hourly increments for use during the school year in conferencing with supervisors or staff or in the performance of other duties or may be used before or after the student year.
4. In lieu of up to one and one half (1 ½) of the above incentive days, employees may utilize an equivalent amount of money to reimburse tuition or workshop fees for classes or workshops related to their employment. Such fees to be claimed as time as opposed to actual tuition fee reimbursement.

**F. The provisions below apply to the following employees and excludes those employees who have a twelve (12) month work year: Student Support Services Specialist, Assessment Technical Compliance Specialist, Audit Technical Assistant, Accounting Technician**

1. Each employee shall have the option of working extra workdays. Such time will be in increments of no less than one (1) hour for periods of time one (1) hour or longer. Each employee shall determine how this time is to be spent subject to the approval of his/her supervisor. Such time will be compensated on supplemental timecard.
2. Employees shall have seven (7) additional paid optional days per year. The length of extra workdays for employees will be the same length as their normal workday and are prorated for a partial year worked. TRI may include attendance at workshops for which the supervisor has approved.
3. These days may be broken up into hourly increments for use during the school year in conferencing with supervisors or staff or in the performance of other duties or may be used before or after the student year.
4. In lieu of up to one and one half (1 ½) of the above incentive days, employees may utilize an equivalent amount of money to reimburse tuition or workshop fees for classes or workshops related to their employment. Such fees to be claimed as time as opposed to actual tuition fee reimbursement.

## **Section 4 – Benefits**

- A. Benefits shall be bargained by the parties. The Employee Benefits Communication Committee (EBCC) shall exist to make recommendations to the parties for the purpose of bargaining.
  - 1. The EBCC shall meet monthly during the school year to: review benefit options, prepare the request for proposal (RFP) for benefit contracts, and make recommendations to the parties. Meetings may be cancelled upon mutual agreement due to lack of agenda items.
  - 2. The SEA president shall appoint members to the EBCC as representatives of the Association. This is a joint committee.
  - 3. EBCC will consider benefit renewals based on the District's competitive process for procurement of employee benefit plans. The District will adhere to normal purchasing policies and procedures for the solicitation, evaluation and selection of employee benefit plans.
  - 4. The EBCC shall recommend the benefit renewals to the District and the Association each year by June 1. Recommendations of current plan, but with only premium or provider pool directed changes, may not require bargaining by the parties.
- B. The District and the Association shall agree to a "Schedule of Benefits" by September 1 of each year. In the event the parties are unable to reach agreement on the "Schedule of Benefits" by September 1, the District will continue implementing the previously agreed to schedule of benefits and implement new recommendations for the following year. The "Schedule of Benefits" shall include the following:
  - 1. Plan offerings;
  - 2. Identification of a benchmark benefit plan as the medical plan with the richest benefits;
  - 3. A minimum mandatory payroll deduction for participation in an employer sponsored health benefit plan in the amount of \$10.
  - 4. A High Deductible Plan with a Health Savings Account.
    - a. The district will establish a Health Savings Account (HSA) for any employee electing to participate in the HDHP.
    - b. Employees shall be allowed to contribute to the HSA through payroll deduction.
  - 5. A premium cost-sharing plan comparable to state employees for the most recent benefit plan year.
- C. The District will notify employees of the "Schedule of Benefits" and provide an open enrollment period during November, for no less than thirty (30) calendar days, of each year to allow employees to modify their benefit plan selection for the ensuing benefit plan year.

- D. The District will provide toward the employee health insurance benefits program the full amount of state appropriation per month per 1.0 full-time employee (FTE), prorated to the FTE benefit calculation.
1. The District contribution towards employee insurance benefits will be applied toward benefits in this order: basic life insurance at the group rate; long-term disability, vision, and dental insurance; and a District sponsored medical plan if selected by the employee from the agreed-upon "Schedule of Benefits" at the TIERED rate.
  2. The payroll deduction schedule will reflect higher monthly premiums for the "richest" medical plan and a premium cost-sharing plan comparable to state employees for the most recent benefit plan year.
  3. For purposes of this section, "richest" medical plan is determined by the full price of the medical plan.
- E. Eligibility. Employees who work at least half time or more in a regular position are eligible to participate in District sponsored benefit plans.
1. The District will use 1440 (Note: Adjusted by bargaining unit) hours for 1.0 FTE for the calculation of basic health benefits.
  2. The benefit FTE calculation is (number of days worked x hours) divided by 1440 equals the monthly benefit FTE percentage.
- F. An eligible employee and qualifying dependents must enroll within thirty (30) calendar days of the date when first eligible to qualify for employee benefits.
1. If an employee has a change in family or employment status outside the annual open enrollment period, changes may be requested by completing the required paper work within thirty (30) calendar days of the qualifying event. Sixty (60) calendar days are allowed for births and adoptions.
  2. Acceptance and approval of the changes made by an employee are subject to the terms and conditions of the master contract and plan description of the insurance carrier or the IRS rules and regulations.
- G. The District will also pay the monthly cost per FTE billed by the state for retirees' health benefits.
- H. Any additional District contributions during the life of this Agreement will be provided as a result of new legislation and/or modification of the state operating budget which authorizes and funds such improvement in the District contribution. Furthermore, benefits provided will be in accordance with state and federal rules and regulations. Sections that may prove to be out of compliance or may be amended or nullified by state or federal laws will be brought into compliance with the laws, rules, and regulations in effect. Compliance required will be communicated to the Association.

- I. Fringe benefit pooling practices will be in accordance with RCWs.
  - 1. The District shall annually transfer the minimum mandatory payroll deductions collected from employees to the benefit pool to reduce employee out-of-pocket costs.
- J. Employees shall have access to flexible benefits plan (under Section 125 of the IRS Code) for District designated benefits for all employees who qualify for health benefits.
- K. Employees will have access to purchase district-sponsored optional insurance benefits payable through the payroll deduction plan.
- L. The District shall provide automatic payroll deduction for health club fees at the employee's option.
- M. COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law, and/or carrier limitations.
- N. In accordance with state and federal law, employees have the opportunity to participate in a VEBA (a tax-free health reimbursement account) based on the outcome of the employee group vote conducted by the Association. VEBA funding options include: sick leave cash out at retirement, and annual sick leave sell back. If one (1) or more options are adopted by the employee group vote, all eligible employees in the group must participate. The Association will annually notify the District by November 15<sup>th</sup> of participation in the VEBA plan and the approved employee funding options. The Association's written notification to the District will constitute agreement of the parties for implementation of VEBA contributions until the next annual vote by the Association.
- O. Tax sheltered annuity and Washington State Deferred Compensation deposits shall be transferred by payday each month. Every employee participating in an annuity or the state's deferred compensation program will be provided notice of the date of transfer of his/her tax-sheltered annuity.
- P. Retirement: Employees are eligible to participate in retirement in accordance with the rules and regulations established by the Washington State Department of Retirement Systems.

## **ARTICLE XVI - SETTLEMENT OF GRIEVANCES**

### **Section 1 – Definitions**

- A. A grievance is defined as an alleged violation of a specific term of this Agreement, or a dispute regarding an interpretation of the Agreement.
- B. A grievant shall mean an individual employee, group of employees within a building or program, or the Association.
- C. To the extent that time limits are expressed in days, days shall refer to school days when school is in session during the student calendar, and actual business days during the summer.

### **Section 2 - Time Limits**

- A. Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process, except that any grievance shall be processed during the period in which the parties involved are available.
- B. A grievant must file a grievance within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later.
- C. Grievances regarding assignment/transfer, will follow the steps described below:
  - 1. From the time an employee was notified of a reassignment, involuntary transfer, other change of position, or was notified that he/she was not selected for a voluntary transfer, the employee will have five (5) days to file a formal written grievance.
  - 2. Once the grievance is filed it will be expedited.
  - 3. If the Superintendent or his/her designee rules in favor of the grievant, the grievant will be offered the position that was grieved. The employee originally selected for the transfer will be returned to his/her former position. If the grievant is denied the grievance, the grievant may appeal the grievance to arbitration. However, the transfer position will be permanently filled by the employee who was selected.
- D. Failure of either party to comply with the time limits set forth herein will serve to declare the grievance as settled based upon the last request made or last answer provided, and no further actions shall be taken.
- E. The time limits as specified herein may be extended by mutual concurrence of the parties; provided however, no request for extension of time limits shall be made by either party after the applicable time limits in any of the grievance steps have already expired.
- F. The parties agree not to use the concept of a continuing grievance.

### **Section 3 - Limitations on Grievances**

- A. Grievances based only on the Preamble shall be grievable only through Step Three of the grievance procedure contained herein. All other grievance limitations outlined in the Collective Bargaining Agreement remain in effect.

### **Section 4 – No Reprisals**

There shall be no reprisals of any kind against any party in interest for reasons of participation in the grievance procedure.

### **Section 5 - Submission of Grievances**

- A. Each grievance will be submitted separately except in cases where-in both the District and the Association mutually agree to have more than one (1) grievance handled at one time.
- B. If a grievance affects a group of employees or the Association, the Association may initiate and submit an Association grievance in writing to the District superintendent directly, signed by the president of the Association, and the processing of such grievance shall be commenced at Step Three (3).
- C. Step One of the procedure shall begin with the responsible administrator.

### **Section 6 - Grievance Processing Steps**

- A. Step One/ Informal – Within twenty (20) days of the alleged act or within twenty (20) of the date of knowledge of the act, whichever is later, the employee shall request a meeting with their immediate supervisor/principal to discuss the potential contract violation and potential solutions. The parties acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications.
  - 1. This informal discussion will not be bypassed unless it is an Association or class action grievance.
  - 2. Every effort will be made to resolve the problem at this level in an informal manner.
  - 3. An employee requesting such a meeting shall identify the subject of the concern.
  - 4. If the complaint is not resolved, it shall be moved to Step Two.
- B. Step Two – If the complaint is not resolved it shall be reduced to writing by the grievant and submitted to the Principal or Supervisor within five (5) days of the response at Step One-Informal.
  - 1. A written grievance should include the article, section, and the specific term(s) violated or misinterpreted the specific factual basis for the grievance, the relief sought and the grievant's name and signature.
  - 2. Upon receipt, the Principal or Supervisor shall arrange a conference to discuss the written grievance.



- a. The grievant and an association representative (if the grievant desires) will be present at the conference.
  - b. Human Resources or co-supervisors may also attend the meeting to assist in discussing a resolution.
  - c. If the Association is not in attendance, they shall be notified of the Step Two grievance meeting.
3. Within five (5) days following the conference, the supervisor will provide the grievant and the Association with a written response to the grievance. Such response will include the basis upon which the decision was based.
- C. Step Three – In the event that the grievant is not satisfied with the disposition of the grievance at Step Two, he/she shall within five (5) days refer the grievance in writing to the superintendent or his/her designee.
1. The superintendent or designee shall meet with the grievant in order to discuss the grievance and possible resolutions.
  2. The superintendent or designee shall provide the grievant with a written disposition of the grievance within five (5) days of such meeting.
- D. Step Four – Mediation — The Association and the District may mutually agree to mediate the grievance through the Washington State Public Employment Relations Commission (PERC). Such request will be made to PERC within ten (10) working days after the Step Three decision. If the parties do not mutually agree to the mediation, the grievance will move to Step Five.
- E. Step Five – Arbitration
1. The Association, at its sole discretion, may advance any grievance to final and binding arbitration which has not been resolved through the use of the above enumerated grievance steps and procedures and is not subject to the exclusions herein.
  2. The Association will notify the other party in writing that the matter is to be submitted for arbitration.
  3. Arbitrations shall be filed with either the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Services (FMCS) within fifteen (15) days of receipt of the Step Three response, or Step Four if applicable.
  4. The arbitrator shall be selected from a list provided by FMCS or AAA. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection.

5. The arbitrator to hear the case shall be chosen using the process described in the following section of this article.

The arbitrator shall follow the rules of the American Arbitration Association and/or the Federal Mediation & Conciliation Service and shall have no authority to extend, alter, or modify this Agreement or its terms. The arbitrator shall limit his/her findings and decision solely to specific terms of this Agreement and application of such terms herein set forth. The arbitrator shall have no power to extend or limit the Agreement beyond what the parties have agreed upon. The arbitrator shall be without power to award punitive damages.

The arbitrator shall make a written report of his/her findings of fact and decision including the basis in law, if any, for such decision, to the District, the Association, and the grievant within thirty (30) days after the final hearing is concluded.

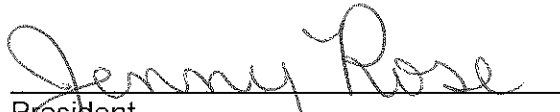
6. The arbitrator's decision shall bind both of the parties. Both parties retain their usual right to seek legal relief regarding any arbitrator's decision.

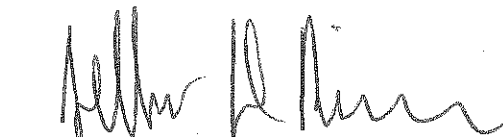
## **Section 7 – Arbitration Costs**

The District and the Association shall each bear its own expenses involved in the processing of a grievance. The two (2) parties shall share equally the cost of the arbitrator.

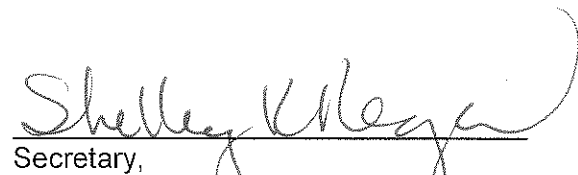
## DURATION AND SIGNATORY PROVISION

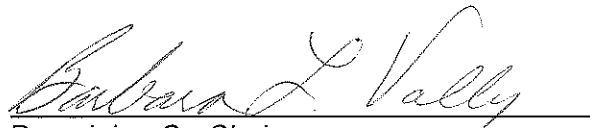
This Agreement is made and entered into between Spokane Public Schools of Spokane, Washington, the Employer, and the Spokane Education Association. This Agreement shall be in full force and effect beginning with the ratification by both parties and shall remain in full force and effect through August 31, 2016. At any time that rules, negotiations, and/or law is changed during the duration of this Agreement, this Agreement shall be reopened for the express purpose of negotiating the affected sections. The parties shall meet to negotiate a successor Agreement not less than sixty (60) days prior to the expiration date.

  
\_\_\_\_\_  
President,  
Spokane Education Association

  
\_\_\_\_\_  
President,  
Board of Directors

  
\_\_\_\_\_  
Bargaining Co-Chair,  
Spokane Education Association

  
\_\_\_\_\_  
Secretary,  
Board of Directors

  
\_\_\_\_\_  
Bargaining Co-Chair,  
Spokane Education Association

9-17-15  
\_\_\_\_\_  
Date

9-9-15  
\_\_\_\_\_  
Date

# ADDENDUM A – SALARY SCHEDULES

Sept. 1, 2015

## SPOKANE SCHOOL DISTRICT NO. 81 SECURITY SPECIALISTS, SALARY SCHEDULE SS, 2015-2016

LEVEL	STEP	LONGEVITY INCREMENTS						
		0-4	5-8	9-13	14-18	19-23	24	
01	Facilities Security Specialist	Annual	28,556.36	29,276.73	29,990.79	31,511.06	33,077.39	34,735.88
		Monthly	2,379.70	2,439.73	2,499.23	2,625.92	2,756.45	2,894.66
		Hourly	13.72902	14.07535	14.41865	15.14955	15.90259	16.69994
02	Pre-Commission	Annual	41,897.75					
		Monthly	3,491.48					
		Hourly	20.14315					
03	District Resource Officer	Annual	52,372.17	53,672.94	55,019.33	57,780.57	60,655.90	63,690.97
		Monthly	4,364.35	4,472.75	4,584.94	4,815.05	5,054.66	5,307.58
		Hourly	25.17893	25.80430	26.45160	27.77912	29.16149	30.62066
05	District Resource Officer - Central	Annual	54,517.30	55,886.48	57,278.52	60,153.85	63,143.29	66,315.29
		Monthly	4,543.11	4,657.21	4,773.21	5,012.82	5,261.94	5,526.27
		Hourly	26.21024	26.86850	27.53775	28.92012	30.35735	31.88235

Employee will move from one step to another at the completion of the year identified on the next step, not at the beginning of the year.

Revised 9/10/2015  
Printed 9/14/2015

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Sept. 1, 2015

**SPOKANE SCHOOL DISTRICT NO. 81**  
**STUDENT ASSISTANCE SPECIALIST, CLASSIFIED REGISTERED NURSE, COMMUNITY SCHOOL LIAISON,**  
**TRUANCY LIAISON, AND DRUG AND ALCOHOL SPECIALIST**  
**SALARY SCHEDULE SS, 2015-2016**

LEVEL	STEP	EXPERIENCE INCREMENTS						LONGEVITY INCREMENTS			
		0	1	2	3	4	5-8	9-13	14-18	19-23	24
10	Annual	53,249.27	55,919.30	58,732.56	61,686.37	64,780.66	68,018.18	71,431.42	75,014.89	78,779.40	82,719.62
	Monthly	4,437.44	4,659.94	4,894.38	5,140.53	5,398.39	5,668.18	5,952.62	6,251.24	6,564.95	6,893.30
	Hourly	25.60061	26.88428	28.23681	29.65691	31.14455	32.70105	34.34203	36.06485	37.87471	39.76905

Employee will move from one step to another at the completion of the year identified on the next step, not at the beginning of the year.

Revised 9/10/2015  
Printed 9/14/2015

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Sept. 1, 2015

SPOKANE SCHOOL DISTRICT NO. 81  
INTERPRETERS, BILINGUAL SPECIALISTS, MENTAL HEALTH THERAPISTS, LICENSED NURSES,  
ECEAP FAMILY SUPPORT SPECIALIST, SCHOOL COMMUNITY SPECIALIST, HOMELESS COMMUNITY SPECIALIST, SCHOOL ACADEMIC SUPPORT SPECIALIST  
CHEMICAL DEPENDENCY PROFESSIONAL AND CHEMICAL DEPENDENCY PROFESSIONAL TRAINEE  
SALARY SCHEDULE SS, 2015-2016

LEVEL	STEP	EXPERIENCE INCREMENTS					LONGEVITY INCREMENTS				
		0	1	2	3	4-8	9-13	14-18	19-23	24	
20	Chemical Dependency Professional Trainee	Annual	32,626.80	34,059.13	35,477.94	36,912.89	39,728.87	40,996.28	43,274.48	45,285.12	47,401.14
		Monthly	2,718.90	2,838.26	2,956.50	3,076.07	3,310.74	3,416.36	3,606.21	3,773.76	3,950.10
		Hourly	15.68596	16.37458	17.05670	17.74658	19.10042	19.70975	20.80504	21.77169	22.78901
21	Interpreters, Bilingual Specialists and Licensed Nurses	Annual	33,978.05	35,410.36	36,829.12	38,264.10	41,080.10	42,347.55	44,625.69	46,636.35	48,752.39
		Monthly	2,831.50	2,950.86	3,069.09	3,188.68	3,423.34	3,528.96	3,718.81	3,886.36	4,062.70
		Hourly	16.33560	17.02421	17.70631	18.39620	19.75005	20.35940	21.45466	22.42132	23.43865
22	Family Connections ECEAP Family Support Specialist, School Community Specialist, Homeless Community Specialist, and Chemical Dependency Professional	Annual	40,445.35	42,457.13	44,563.08	46,778.99	48,128.29	51,584.81	54,172.12	56,892.91	59,754.97
		Monthly	3,370.45	3,538.09	3,713.59	3,888.25	4,084.02	4,288.73	4,514.34	4,741.08	4,979.58
		Hourly	19.44488	20.41208	21.42456	22.48990	23.61937	24.80039	26.04429	27.35236	28.72835
23	Mental Health Therapist	Annual	42,154.30	44,251.08	46,446.05	48,755.57	51,204.13	53,764.44	56,461.08	59,296.85	62,279.84
		Monthly	3,512.86	3,687.59	3,870.50	4,062.96	4,267.01	4,480.37	4,705.09	4,941.40	5,189.99
		Hourly	20.26949	21.21456	22.32983	23.44018	24.61131	25.84829	27.14415	28.50810	29.94223
24	Lead Mental Health Therapist	Annual	43,673.39	45,845.72	48,119.76	50,512.53	53,049.32	55,701.90	58,495.72	61,433.67	64,524.16
		Monthly	3,639.45	3,820.48	4,009.98	4,209.38	4,420.78	4,641.83	4,874.64	5,119.47	5,377.01
		Hourly	20.99682	22.04121	23.13450	24.28487	25.50448	26.77976	28.12294	29.53542	31.02123

Employee will move from one step to another at the completion of the year identified on the next step, not at the beginning of the year.

Revised 9/10/2015  
Printed 9/14/2015

SS-3.xls

SS-SS-3

Sept. 1, 2015

SPOKANE SCHOOL DISTRICT NO. 81  
INSTRUCTIONAL ASSISTANTS  
SALARY SCHEDULE - SS, 2015-2016

LEVEL	STEP	EXPERIENCE INCREMENTS					LONGEVITY INCREMENTS			
		0	1	2	3	4-8	9-13	14-18	19-23	24
30	Annual	25,065.62	26,549.41	28,005.37	29,519.67	31,039.57	32,345.52	34,290.57	35,999.35	37,799.86
	Monthly	2,088.80	2,212.45	2,333.78	2,459.97	2,586.63	2,695.46	2,857.55	2,999.95	3,149.99
	Hourly	12.05078	12.76414	13.46412	14.19215	14.92287	15.55073	16.48585	17.30738	18.17301
40	Annual	30,428.28	31,900.92	33,359.71	34,835.13	37,727.64	39,030.80	41,375.92	43,443.17	45,616.02
	Monthly	2,535.69	2,658.41	2,779.98	2,902.93	3,143.97	3,252.57	3,447.99	3,620.26	3,801.34
	Hourly	14.62898	15.33698	16.03832	16.74766	18.13829	18.76481	19.89227	20.88614	21.93078

Employee will move from one step to another at the completion of the year identified on the next step, not at the beginning of the year.

Revised 9/10/2015  
Printed 9/14/2015

SS-4.xls

SS-SS-4

Sept. 1, 2015

**SPOKANE SCHOOL DISTRICT NO. 81  
EXPRESS  
Salary Schedule - SS, 2015-16**

LEVEL		EXPERIENCE INCREMENTS						LONGEVITY INCREMENTS			
		0	1	2	3	4	5-8	9-13	14-18	19-23	24
Express Activity Leaders 45	Annual	21,568.87	21,906.37	23,170.60	24,237.57	25,468.52	26,496.62	27,791.42	29,052.90	30,503.30	32,025.97
	Monthly	1,797.41	1,825.53	1,930.88	2,019.80	2,122.38	2,208.05	2,315.95	2,421.08	2,541.94	2,668.83
	Hourly	10.36965	10.53191	11.13971	11.65268	12.24448	12.73876	13.36126	13.96774	14.66505	15.39710
Site Directors 50	Annual	25,235.10	26,496.62	27,991.45	29,291.85	30,742.25	32,034.29	33,537.55	35,046.27	36,794.04	38,636.27
	Monthly	2,102.93	2,208.05	2,332.62	2,440.99	2,561.85	2,669.52	2,794.80	2,920.52	3,066.17	3,219.69
	Hourly	12.13226	12.73876	13.45743	14.08262	14.77993	15.40110	16.12382	16.84917	17.68944	18.57513

ANNUAL AND MONTHLY FIGURES ARE BASED ON 260 DAYS PER YEAR, 8 HOURS PER DAY

Revised 9/10/2015  
Printed 9/14/2015

SS-5.xls

SS-SS-5



Sept. 1, 2015

**SPOKANE SCHOOL DISTRICT NO. 81  
EDUCATIONAL SUPPORT SPECIALIST SALARY SCHEDULE - SS, 2015-2016**

LEVEL	STEP	EXPERIENCE INCREMENTS						LONGEVITY INCREMENTS			
		0	1	2	3	4	5-8	9-13	14-18	19-23	24
51	Annual	23,049.35	24,205.33	25,420.16	26,709.86	28,034.36	29,423.18	30,892.16	32,422.71	34,054.97	35,764.81
	Monthly	1,920.78	2,017.11	2,118.35	2,225.82	2,336.20	2,451.93	2,574.35	2,701.89	2,837.91	2,980.40
	Hourly	11.08142	11.63718	12.22123	12.84128	13.47806	14.14576	14.85200	15.58784	16.37258	17.19462
52	Annual	24,689.64	25,907.17	27,199.58	28,556.20	29,982.37	31,483.52	33,048.87	34,681.11	36,425.73	38,237.22
	Monthly	2,057.47	2,158.93	2,266.63	2,379.68	2,498.53	2,623.63	2,754.07	2,890.09	3,035.48	3,186.44
	Hourly	11.87002	12.45537	13.07672	13.72894	14.41460	15.13631	15.88888	16.67361	17.51237	18.38328
53	Annual	27,756.10	29,150.20	30,608.53	32,141.76	33,741.91	35,414.27	37,196.35	39,042.68	40,990.62	43,040.32
	Monthly	2,313.01	2,429.18	2,550.71	2,678.48	2,811.83	2,951.19	3,099.70	3,253.56	3,415.89	3,586.69
	Hourly	13.34428	14.01452	14.71564	15.45277	16.22207	17.02609	17.86286	18.77052	19.70703	20.69246
54	Annual	30,298.13	31,831.40	33,431.49	35,101.19	36,840.48	38,692.12	40,640.12	42,657.66	44,782.28	47,013.89
	Monthly	2,524.84	2,652.62	2,785.96	2,925.10	3,070.04	3,224.34	3,386.68	3,554.81	3,731.86	3,917.82
	Hourly	14.56641	15.30356	16.07283	16.87557	17.71177	18.60198	19.53852	20.50849	21.52994	22.60283
55	Annual	31,831.40	33,431.49	35,101.19	36,840.48	38,692.12	40,640.12	42,657.66	44,782.28	47,013.89	49,376.62
	Monthly	2,652.62	2,785.96	2,925.10	3,070.04	3,224.34	3,386.68	3,554.81	3,731.86	3,917.82	4,114.72
	Hourly	15.30356	16.07283	16.87557	17.71177	18.60198	19.53852	20.50849	21.52994	22.60283	23.73876
56	Annual	33,431.49	35,101.19	36,840.48	38,692.12	40,640.12	42,657.66	44,782.28	47,013.89	49,376.62	51,851.76
	Monthly	2,785.96	2,925.10	3,070.04	3,224.34	3,386.68	3,554.81	3,731.86	3,917.82	4,114.72	4,320.98
	Hourly	16.07283	16.87557	17.71177	18.60198	19.53852	20.50849	21.52994	22.60283	23.73876	24.92873
57	Annual	35,101.19	36,840.48	38,692.12	40,640.12	42,657.66	44,782.28	47,013.89	49,376.62	51,851.76	54,428.52
	Monthly	2,925.10	3,070.04	3,224.34	3,386.68	3,554.81	3,731.86	3,917.82	4,114.72	4,320.98	4,535.71
	Hourly	16.87557	17.71177	18.60198	19.53852	20.50849	21.52994	22.60283	23.73876	24.92873	26.16756
58	Annual	43,843.09	46,037.22	48,335.71	50,735.96	53,277.93	55,961.76	58,744.61	61,669.28	64,767.87	68,016.27
	Monthly	3,653.59	3,836.44	4,027.98	4,228.00	4,439.83	4,663.48	4,895.38	5,139.11	5,397.32	5,668.02
	Hourly	21.07841	22.13328	23.23832	24.39229	25.61439	26.90469	28.24260	29.64869	31.13840	32.70013
59	Annual	46,489.39	48,820.05	51,260.39	53,837.16	56,518.30	59,338.66	62,295.42	65,396.70	68,671.87	72,120.92
	Monthly	3,874.12	4,068.34	4,271.70	4,486.43	4,709.86	4,944.89	5,191.29	5,449.73	5,722.66	6,010.08
	Hourly	22.35067	23.47118	24.64442	25.88325	27.17226	28.52820	29.94972	31.44072	33.01532	34.67352
60	Annual	49,274.95	51,747.36	54,324.19	57,040.11	59,897.88	62,889.42	66,022.78	69,330.10	72,811.34	76,471.80
	Monthly	4,106.25	4,312.28	4,527.02	4,753.34	4,991.49	5,240.79	5,501.90	5,777.51	6,067.61	6,372.65
	Hourly	23.68988	24.87854	26.11740	27.42313	28.79706	30.23530	31.74172	33.33178	35.00545	36.76529

BA/BS Stipend \$400

Masters/CPA Stipend \$1,403

ANNUAL AND MONTHLY FIGURES ARE BASED ON 260 DAYS PER YEAR, 8 HOURS PER DAY.

Employee will move from one step to another at the completion of the year identified on the next step, not at the beginning.

Revised 9/14/2015  
Printed 9/15/2015

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## **ADDENDUM B – FAMILY AND MEDICAL LEAVE**

### **A. Family and Medical Leave**

1. An eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1 - August 31). A regular employee shall first become eligible for family and medical leave following the adjusted anniversary of his/her date of hire. Employees other than regular employees shall be eligible, according to the eligibility provisions established in the family and medical leave act.
2. An eligible employee is entitled to family medical leave for:
  - a. the birth of a child and to care for such child.
  - b. the placement of a child with the employee for adoption or foster care that requires State action.
  - c. caring for the employee's seriously ill spouse, parent, child under eighteen (18) years of age or a child over age 18 who is "incapable" of self-care because of a mental or physical disability.
  - d. a "serious health condition" that makes the employee unable to perform her/his job functions.
3. For purposes of family medical leave:
  - a. "Incapable of self-care" means that he/she is incapable of performing several of the basic activities of daily life without the assistance of another person.
  - b. "Spouse" is defined in accordance with State laws. Unmarried domestic partners do not qualify for family medical leave to care for their partner.
  - c. "Serious health condition" covers conditions or illnesses affecting one's health to the extent that inpatient care is required or absences are necessary on a recurring basis or for more than a few days of treatment or recovery. Prenatal care is explicitly included; routine physical examinations are explicitly excluded.
4. If leave is taken for birth or placement for adoption or foster care and both spouses work for Spokane School District #81, the family medical leave that may be taken is limited to a combined total of twelve (12) workweeks, provided that any period of physical disability taken by the biological mother shall not be included in the twelve (12) week limitation.
5. Family medical leave shall be without pay for all or part of the leave. An employee may elect to use accrued sick leave to which he/she is entitled prior to going on unpaid family medical leave. When requesting family and medical leave, the employee shall notify the District of his/her intention regarding use of accrued paid leave to which he/she is entitled.

Spokane School District No. 81 shall be responsible for maintaining coverage under any group health plan for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment for the duration of such leave. If the employee fails to make timely payment of his/her portion of the premium, the District shall cease to maintain health coverage. Upon the employee's return to work, the employee's group health benefits will be restored to the terms that would have been provided if the employee had continued in employment for the duration of such leave.

If the employee fails to return from family medical leave the District may deduct from any sums owed to the employee for all premiums paid during the leave. Any amount not received by deduction, the former employee must reimburse directly to the District.

6. Family medical leave taken on an intermittent basis (such as working a reduced work-week) for purposes of birth or because of placement for adoption or foster care requires District approval. Leave to care for a seriously ill family member or because of the employee's own serious health condition may be taken whenever medically necessary. If an employee requests intermittent leave to care for a seriously-ill family member or for the employee's own serious health condition and the need for leave is foreseeable based on planned medical treatment, the District may temporarily transfer the employee to an available alternate position with equivalent pay and benefits. If the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job.
7. For part-time employees and those who work variable hours, the family medical leave entitlement is calculated on a pro rata or proportional basis. Employees not eligible for medical benefits will receive leave only.
8. Upon returning from family medical leave, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
9. An employee who plans to take family medical leave must provide the District with the written notice at least thirty (30) days in advance, unless the leave is not foreseeable, in which case the employee must notify the District as soon as possible.

Employees should consult with their supervisor when giving notice regarding planned medical treatments and make reasonable efforts to schedule the leave so as to not unduly disrupt the District's operations, subject to the approval of the health care provider.

The District may require certification (and subsequent recertification to support continuing leave) for medical leave and may require the employee to obtain a second medical opinion at the District's expense. The District may also require periodic reports from an employee on family medical leave regarding the employee's status and intent to return to work.

10. The District may require instructional employees who request intermittent (or reduced) leave for planned medical treatment for more than 20 percent of the total number of days in the period during which the leave would be used to elect to:

- a. take leave for a particular duration of time which is not greater than the duration of the planned treatment, or
- b. be transferred to an alternative position.

Instructional employees who request a period of leave near the end of an academic term may be required to continue taking leave until the end of the term.

## ADDENDUM C – SCHOOL CALENDAR

# 2015-16 School Year Calendar

## August

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

## September

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

## October

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

## November

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

## December

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

## January

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	★29

### Significant Dates

August 31 ..... First Day of School for Grades 1-12  
 September 3 ..... First Day of School for Kindergarteners  
 September 7 ..... Labor Day  
 October 9 ..... No School / Certificated Training Day  
 November 11 ..... Veterans' Day  
 November 25 ..... No School / School Break Day  
 November 26-27 ..... Thanksgiving Holiday  
 December 21 - January 1 ..... Winter Break  
 January 4 ..... School Resumes  
 January 18 ..... Martin Luther King, Jr. Day  
 January 29 ..... Semester Break Day / Snow Makeup Day #1  
 February 12 ..... No School / Snow Makeup Day #2  
 February 15 ..... Presidents' Day  
 March 11 ..... No School / Snow Makeup Day #3  
 April 4-8 ..... Spring Break  
 May 16 ..... No School / Snow Makeup Day #4  
 May 30 ..... Memorial Day

**School could end on either of the following days depending on the number of snow makeup days needed**

June 15 ..... Last Day of School (Half school day)  
 June 16 ..... Snow Makeup Day #5

### Elementary Grading Periods

November 24 ..... End of First Trimester Elementary  
 March 10 ..... End of Second Trimester Elementary  
 June 15 ..... End of Third Trimester Elementary

### Elementary Reporting

#### First Grading Period

December 15-17 ..... Conferences / Report Cards

#### Second Grading Period

March 29-31 ..... Conferences / Report Cards

#### Third Grading Period

June 15 ..... Report Cards

### Secondary Grading Periods

November 4 ..... End of First Quarter  
 January 28 ..... End of First Semester  
 April 12 ..... End of Third Quarter  
 June 15 ..... End of Second Semester

### Secondary Reporting

November 16 ..... First Quarter Report Cards Secondary  
 February 9 ..... First Semester Report Cards Secondary  
 February 9-11 ..... Secondary Conferences  
 April 21 ..... Third Quarter Report Cards  
 June 21 ..... Second Semester Report Cards

## February

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	★12
15	16	17	18	19
22	23	24	25	26
29				

## March

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	★11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

## April

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

## May

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	13
★16	17	18	19	20
23	24	25	26	27
30	31			

## June

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	★16	17

### LEGEND

■ Holiday ● No School / School Break Day

□ Conference Dates

★ Designated snow makeup days:  
 #1 January 29 #3 March 11 #5 June 16  
 #2 February 12 #4 May 16



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 excellence for everyone

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Revised 10-2-15

## ADDENDUM D – PRESCRIBED CONSEQUENCES FOR STUDENT BEHAVIOR

### Exceptional Misconduct

The following behaviors have been deemed by the District, SEA, and members of a parent Ad Hoc Committee to be so serious in nature and/or so serious in terms of the disruptive effect upon the operation of the school as to warrant an immediate resort to the identified prescribed consequences. Any record of exceptional misconduct will be kept in the student's cumulative file and forwarded to the next grade level K-12.

### Student Serious Behavior Discipline

Serious Behaviors	Short-Term Suspension	Long-Term Suspension	Expulsion/ Emergency Expulsion	Police Notification Request	Notification of District Security
Fire Arms			1st Offense	✓	✓
Use & Possession of Drugs/Alcohol	1st Offense re-entry plan required	2nd Offense re-entry plan required	3rd Offense re- entry plan required		✓
Sale & Distribution of Drugs/Alcohol			✓	✓	✓
Assault Staff	K-2 3-5 Days 3-6 5 Days 7-12 10 Days 1st Reckless Offense Re-entry plan required Required school evaluation		Severe Assault or 2nd Reckless Offense  Re-entry plan Required mental health evaluation		✓
Threaten Staff	K-2 3-5 Days 3-6 5 Days 7-12 10 Days Indirect Threat 1st Offense Re-entry plan required Required school evaluation		Severe Threat or Indirect Threat 2nd Offense  Re-entry plan Required mental health evaluation		✓
Possession of Dangerous Weapons or Explosive Device	K-2 3-5 Days 3-6 5 Days Possession Only 1st Offense Re-entry plan required		K-6 Possession with intent to use or 2nd Possession Offense 7-12 Possession only Re-entry plan and required mental health evaluation	✓	✓

**ADDENDUM K - MEMORANDUM OF UNDERSTANDING**

**Between  
Spokane Public Schools  
And**

**The Spokane Education Association  
Representing**

**Certificated, Educational Support Specialists, Custodian/Grounds/Warehouse,  
Secretarial/Clerical, Nutrition Services, Express, Unified Trades, Extracurricular Staff**

For Plan year 2016, the following medical plans shall be offered to employees as a "Schedule of Benefits":

Group Health PPO 1  
Group Health HMO 1  
Group Health PPO 2  
Group Health HMO 2  
WEA Plan 5  
High Deductible Plan  
WEA EasyChoice A and B

For Plan year 2016, the following dental plans shall be offered to employees as a "Schedule of Benefits":

Delta Dental of Washington  
Willamette Dental  
DeltaCare Managed Dental

For Plan year 2016, the following vision plan shall be offered to employees of the **Certificated, Educational Support Specialists, and Secretarial/Clerical** units:

Met Life VSP Vision Plan

The EBCC shall make recommendations to the bargaining teams regarding the "Schedule of Benefits" for the additional years of this agreement. Annually, during the life of this agreement, either party may choose to enter into negotiations to alter the "Schedule of Benefits". If after negotiations, the parties agree to changes, this MOU will become null and void and a new MOU will be drafted reflecting the changes.

**FOR THE ASSOCIATION:**

Barbara L. Vally  
Name

Barbara L. Vally  
Signature

10/16/15  
Date

**FOR THE DISTRICT:**

Tennille Jeffries-Simmons  
Name

[Signature]  
Signature

10/9/15  
Date

## ADDENDUM G – CONTRACT WAIVER APPLICATION

Request for Waiver of Contract Provisions

### Request for Waiver of Contract Provisions

**To:** SEA Executive Board and Spokane Public Schools School Board

**From:** \_\_\_\_\_  
Building or Worksite (Indicate if this is from a specific Department or Program)

**Date of Request:** \_\_\_\_\_

**SEA Unit Making the Request:** \_\_\_\_\_  
i.e.: Certificated, Unified Trades, ESS, Nutrition Services, CGW,  
Express, Secretarial/Clerical. More than one unit may be listed.

**Renewal of Waiver (yes or no):** \_\_\_\_\_

1. **Contract Provisions to be waived (Article, Section, and page):**
  
  
  
  
  
2. **What is the intent of the proposed contract waiver? (Goal, objective or action that requires a waiver):**
  
  
  
  
  
3. **What policy, guidelines or procedures will replace the waived provisions?**

**Certification:** I certify that:

1. Initial communication with Human Resources and SEA has occurred regarding the viability of the waiver.
2. Eighty-five (85) percent of the SEA members affected by this waiver request voted in favor of the above request.

\_\_\_\_\_  
SEA Building Representative      Date

\_\_\_\_\_  
Building Principal      Date