

September 1, 2022 – August 31, 2025

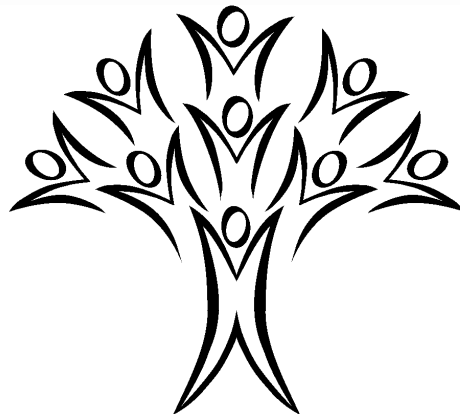
# Collective Bargaining Agreement

*between*

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

*Representing*

***Education Support Specialists***



Spokane Public Schools  
*excellence for everyone*

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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 their designee.
- I. The term “President” shall mean the President of the Association or their 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 Assistance Group, Interpreter Group, Campus Safety Group, Nursing Group, and Paraeducator 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. School Community Specialists
    - b. Drug and Alcohol Specialists
    - c. Chemical Dependency Professionals
    - d. Family Mental Health Specialists
    - e. Family Support Specialist (FSS)
    - f. School Academic Support Specialists
    - g. STEM Career and College Specialist
    - h. School Community Facilitation Specialists
    - i. Truancy Liaison

- j. Homeless Community Specialist
- k. ELD Program Specialist
- l. Gear UP Program Liaison
- m. Physical Therapist Assistant
- n. Occupational Therapist Assistant (COTA)
- o. Board Certified Behavior Analyst (Classified) (BCBA)
- p. Community Engagement Board Liaison
- q. Student Diversion Specialist
- r. District Diversion Liaison
- s. Student Support Specialist
- t. Homeless Program Liaison

2. Interpreter Group

- a. Interpreters Of the Deaf/Hard of Hearing
- b. Bilingual Specialist
- c. Language Specialist

3. Campus Specialists Group

- a. Campus Safety Specialist
- b. Campus Response Specialist

4. Nursing Group

- a. Classified Registered Nurses
- b. Licensed Practical Nurses

5. Paraeducator Group

- a. Itinerants
- b. Comprehensive Intervention Program (CIP)

- c. Orthopedically Impaired (OI)
  - d. Itinerant Paraeducator Student Services
  - e. Deaf Hard of Hearing
  - f. Behaviorally Impaired (BI)
  - g. Designed Instruction (DI)
  - h. Resources
  - i. Preschool (AM/PM and School Day)
  - j. Preschool CIP
  - k. Autism Behavior Learning Environment (ABLE)
  - l. Student Paraeducator
  - m. Vision
  - n. Title/LAP
  - o. Indian Education
  - p. Sacred Heart
  - q. Transition Life Skills Coach / Images
  - r. Media Transcriber
  - s. Vision and Hearing
  - t. Health Services CNA
6. Express Group
- a. Site Directors
  - b. Activity Leaders
7. Print Shop Group
- a. Lead Operator

- b. Press Bindery Operator
    - c. Bindery/Mail Operator
  - 8. Event Services Group
    - a. Event Services Specialist
  - 9. Student Specialist Group
    - a. SVL Support Specialist
    - b. Achievement Gap Intervention Specialist (AGIS)
    - c. Career Specialists
  - 10. 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. Campus Safety Group
    - a. Uniformed off-duty police officers
  - 4. Nursing Group

- a. ESA certified nurses in the Certificated bargaining unit

5. Paraeducator Group

- a. In-Building Aides
- b. Crossing Guards
- c. Overload Aides

- 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**

- A. 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 develop contract waivers. Sites are encouraged to communicate early in the development process with Labor Management.
- 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 C.)
    - 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.
  - 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 7 – 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 Association. Questions about dues should be directed to the Association. Changes to dues deduction amounts shall be provided to the District by September 1<sup>st</sup> 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. Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period, according to the usual administrative cycle.
  4. 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.
  5. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to the WEA by the employee.
- B. 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 system 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.
- H. The Association shall have at least thirty (30) minutes on the agenda at the New Employee orientation meetings. The Association and the District will work together to assure that the Association placement on the agenda maximizes attendance and possible participation. Association membership forms and related information provided by the Association will be included in all new hire packets.
  1. The District will collect from all those in attendance employee name, employee ID, mailing address, personal email address, personal phone number, and provide it to the Association.
- I. If the District is sponsoring a job or benefit fair, it will make every effort to invite the Association who will have the right to operate its own table or booth to provide information to participants throughout the duration of the event. The Association assumes any cost for having a booth at the event. This provision is not subject to the grievance process.
- J. On the first District working day of each month, the District will provide a report of represented employee positions that includes employee name, employee ID, mailing address, hire date, work location, position description, bargaining unit, anticipated salary, and work email.

## **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 othertime.
- 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. Such job descriptions shall not describe any job in terms of responsibilities that rightfully belong within another bargaining unit, group, or job title.
  - 3. Any represented employee may submit written recommendations regarding job descriptions to the Human Resources department.
  - 4. 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.
  - 5. 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 held harmless 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.
  - 6. 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 they are being asked to perform inappropriate job duties, the employee has the right to discuss the concern with their 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 period.
  - 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 workperiod 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 workperiod as practicable.

- a. Campus Safety Specialist (CSS) and Campus Response Specialists (CRS) have specific language regarding their meal breaks in the CSS/CRS 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.
- C. 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.
- D. 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, Juneteenth, 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. Employees shall have access to the Juneteenth holiday if their work year extends beyond June 19<sup>th</sup>, or if they are assigned to work during the summer and their assignment includes work before and after June 19<sup>th</sup>. 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 their regular pay. The employee, at their 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 situation. Campus Response Specialist 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 their 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, they shall notify the employee of the nature of the concern which has come to their attention and allow the employee an opportunity to meet with the supervisor and respond.
  - 1. At the beginning of a personnel investigation, the employee will be provided with written information that describes the investigative process.
  - 2. Such notification must include complainant(s)’ name(s).
  - 3. An employee shall have the right to be accompanied by a representative of the Association during any such meeting.
  - 4. Every effort will be made for such meetings to occur during the employee’s regular work day.

5. The District may hand deliver the letter of discipline to the employee without calling a special meeting after the investigation is complete and if the District chooses to discipline the employee.
  - a. The District shall communicate with employees during the course of any investigation to provide updates on the investigation. Any resulting discipline shall be provided to the employee within ten (10) days of the end of the investigation.
6. An employee shall have the right to attach a statement to any written record placed in their file as a result of disciplinary action and shall have access to the grievance procedure.
7. 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 their 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, their personnel file. The employee shall have an opportunity to attach written comments to anything in their 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 their 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 their 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 their 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 their 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.
  3. The list will be by employee number and not name.
- 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, transfer, 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 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. Paraeducator 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 employees.
- F. Paraeducator Reassignment Procedure:
  - 1. Reassignments may be made for program need and must be within one half ( $\frac{1}{2}$ ) hour of the employee's current assignment.
    - a. Employees selected for reassignment shall be least senior within their job title at the job site.
  - 2. Prior to starting the reassignment process, the District will seek input from affected employees at the job site in a job title regarding their potential reassignment. This input may include but is not limited to: suggestions around clustering of buildings, preferences of assignment, and preferences of locations.
  - 3. Reassignments shall not be made in arbitrary, capricious, or retaliatory manner.
  - 4. In the event there are no positions open for reassignment in the affected job title within the site, the displaced employee(s) shall be reassigned to the least senior employee's position(s) in the District. The least senior employee(s) in that job title shall then be involuntarily transferred or laid off.

5. Positions that are open after the first workday of April, for the current school year and that are permanent positions, shall not be posted until reassignment and involuntary transfer processes are complete. Initial spring reassignment shall be completed by the end of May.

#### G. Campus Safety Specialist Reassignment Procedure

1. Assignments may be made for program need.
  - a. Prior to a supervisor determining there is a need to reassign staff for program need, multiple conversations shall have occurred with the employee to try and address any concerns that may exist.
    - i. No employee shall be forced to be reassigned for program need more than once in a school year.
  - b. In the event a reassignment for program need will result in the displacement of another employee, volunteers will be sought first. However, the Director of Safety in collaboration with Human Resources will determine placement.
  - c. The newly displaced person will choose to either take the open position or the place of one of the volunteers.
    - i. If there is no volunteer, the displaced employee will take the open position and get first right of refusal to the next open position.
    - ii. An employee who is bumped through this process, may only be displaced once in a two school year period, unless mutually agreed upon by the employee and the District.
2. In the spring, prior to starting the reassignment process for the next school year, the District will seek input from employees in a job title regarding reassignment. This input may include, but is not limited to: suggestions around buildings and zones, preferences of assignment, and preferences of locations.
  - a. In the event there is an opening due to a newly created position, the District will seek input for interest.
  - b. In the event there is a current employee vacating their assignment, the input provided by the employees as referenced above will be considered.
  - c. In the event of layoff, this provision does not apply.
  - d. Every effort will be made to make decisions prior to the last day of school.

3. Reassignment requests will be considered and acted upon by the supervisor prior to posting vacancies for the program. The supervisor shall consider the following when making assignment/reassignment decisions.
  - a. Seniority
  - b. Recent experience in the assignment
  - c. Length of time in the program
  - d. Recent reassignment including staff previously reassigned to positions not requested by the employee
  - e. Skill set and training for the position
  - f. Team cohesion
4. Once the school year starts, the District shall seek volunteers prior to any reassignments.
5. In the event there is a reduction in force, and there are no positions open for reassignment in an affected job title within the site, the displaced employee(s) shall be reassigned to the least senior employee's position(s) in the District. The least senior employee(s) in that job title shall then be involuntarily transferred or laid off.
6. If there are concerns with the reassignment, the employee may appeal to the Director of Campus Safety.
7. Reassignment shall not be made in an arbitrary, capricious, or retaliatory manner.

#### H. Involuntary Transfer Procedures:

1. Employees identified for involuntary transfer will be least senior in the job title identified as needing to be reduced. For the Campus Specialists group in regard to involuntary transfer, the least senior shall be defined as the employee with the least amount of time spent in that job title.

#### I. All Other Applicable Group Reassignment Procedure

1. Reassignments may be made for program need and must be within one half ( $\frac{1}{2}$ ) hour of the employee's current assignment.
2. Prior to the end of May, 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.
  - a. Employees shall be given two (2) weeks' notice prior to the start of school for reassignments made over the summer.
  - b. Employees shall be given two (2) weeks' notice prior to reassignment once the school year has started.
5. In order to identify available positions for reassignment or transfer assignment adjustments shall be made by October 15<sup>th</sup>.
6. Any vacancies that occur between these reassignment periods shall be posted to the group for voluntary transfer.

J. Involuntary Transfer Procedures:

1. Employee identified for involuntary transfer will be least senior in the job title identified as needing to be reduced.
  - a. For the Campus Safety group in regard to involuntary transfer, the least senior shall be defined as the employee with the least amount of time spent in that job title.

- b. For the Campus Safety Specialists (CSS) in regard to involuntary transfer, the least senior shall be defined as the employee with the least amount of time spent in that job title. Former CRO1/CRO 2 are combined to make CSS.
- 2. 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. Paraeducators are excluded from this provision.
  - a. When choosing jobs, these volunteers maintain their seniority.
  - b. 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 those 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.
- 3. If an employee voluntarily transfers into the position vacated by the SEA president, they agree to become an involuntary transfer in the event the SEA president returns to their position at the end of their term.
- 4. Involuntary Transfer Meeting
  - a. The meeting shall be held no more than ten (10) days after the completion of Reassignment, unless the District has notified the Association otherwise. 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 list of available jobs and shall rank order their interest in the positions. The rank order list shall be returned to the District by noon the day prior to the Involuntary Transfer Meeting. Human Resources will use the list on behalf of the absent employee.
  - d. Employees failing to turn in their rank order list shall be placed in a position by the District at that meeting. This placement shall happen before prior year involuntary transfer employees choose.
  - e. All identified displaced staff will be ranked from most to least senior within the group.
  - f. All known open assignments will be listed by group and job title.

- g. Beginning with the most senior person to be involuntary transferred within each group, they will be allowed to choose an assignment for which they are qualified from the available vacancies within the group within a half an hour ( $\frac{1}{2}$ ) of the employee's current assignment. If there are no positions for which the employee may choose, the layoff process shall be followed.
  - 5. Employees shall not receive a promotion through the involuntary transfer process.
  - 6. Involuntarily transferred employees shall keep their same hourly wage with the involuntary transfer for the one (1) subsequent school year.
    - a. Any employee who is currently receiving the benefits of this language shall be held harmless.
  - 7. Employees who have been involuntarily transferred to a position in which they have no previous experience will not be discharged for performance deficiencies for the first (1<sup>st</sup>) year of their involuntary transfer. Upon request, involuntarily transferred employees will be provided with the necessary help and assistance to learn their new job.
  - 8. No employee will be involuntarily transferred two (2) years in a row unless due to a program location change or a program elimination.
  - 9. Selection of a site includes agreement to any prior approved contract waiver(s).
- K. 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 ( $\frac{1}{2}$ ) hour of their former assignment.
- L. 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.

M. Increase of Hours

1. Part-time staff will be eligible to increase their hours by two (2) hours or less in building/program. Employees may not be eligible for the increased hours if they have current evaluation performance deficiencies or evidence of disciplinary action in their personnel file. 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.

N. 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 their 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.

O. Voluntary Transfer Procedure:

1. Requests for transfer to a job title at the same or lower pay level within a group must be submitted to the District in writing as specific vacancies become available.
2. If there are voluntary transfer applicants within the same group, the two most senior must be interviewed. The employee selected must meet qualifications for the position. Should both meet qualifications, the position will be awarded based on seniority. An employee may be denied a transfer if they have a current evaluation performance deficiencies or evidence of disciplinary action in their personnel file.
3. Effective July 1<sup>st</sup>, 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.
4. Effective July 1<sup>st</sup>, employees may voluntarily transfer one (1) time during the student school year.
5. 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 and their personnel file is absent of disciplinary action. 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 prior to the date the position closes. This provision is in effect even if the employee has already utilized their one (1) time annual voluntary transfer noted above.
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 they did not receive the assignment.
7. An employee who is selected for 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 submit a grievance, consistent with the bargained grievance process. The grievant must initiate the process within five (5) working days of being notified by Human Resources that they have not been selected for the position.
  - c. Any interview committee shall not have access to information regarding outside applicants prior to considering all internal applicants.

P. 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 July 1<sup>st</sup>, 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. 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.
4. 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.
5. An employee may be denied a promotion if they have current evaluation performance deficiencies or evidence of disciplinary action in their personnel file.
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 they 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 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 submit a grievance consistent with the bargained grievance process.
  - b. The grievant must initiate the process within five (5) working days of being notified by Human Resources that they have not been selected for the position.

Q. 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.
- R. 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 VII. Provisions which apply differently to Bilingual and Language Specialists are noted as such.
- 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 job title.

- c. Within the Bilingual and Language Specialists job titles, the District shall lay off by language specialty in reverse seniority order until the District designated staffing level is reached in each language specialty.
  - d. 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 (½) hour, provided that they possess greater seniority than employees who would otherwise be retained in the position and meet the qualifications.
  - e. 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.
  - f. 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 whose positions have been eliminated and/or identified for layoff may apply to an open position in another job title or group for which they are qualified while they are on layoff status.
- a. The District agrees to grant an interview for all positions the employee applies for if they are qualified.
  - b. The Employee is required to submit an application for each position they wish to be interviewed for and must do so during the application period.
  - c. This does not supersede the Assignment and Transfer process outlined in the Agreement.
6. Laid off employees may apply for employment in vacant District positions in other bargaining units. The employee shall be granted preference for interview for two (2) SEA represented positions provided the employee submits an application during the posted application period and notifies Human Resources of their interest to be granted preference. The employee must be qualified for the position, and have no misconduct or performance concerns, for this provision to apply.
7. 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.
8. Employees in layoff status shall be eligible for substitute positions.

9. Once layoff has occurred, the District shall use the reassignment and transfer process to place remaining employees.

#### 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 ( $\frac{1}{2}$ ) 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. 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.
3. Employees shall remain in the recall pool for twenty-four (24) consecutive months from the date of layoff. An employee may be removed from the recall pool if at any time the employee declines recall to an equal position.
4. The District shall give written notice of recall from layoff by phone or email. If these attempts are not successful, the District will send a registered or certified letter to said employee at their last known address.
5. It shall be the sole responsibility of the employee to notify the employer of a change in address.
6. Any employee so notified shall accept or reject the position within ten (10) days from the receipt of said notice.
7. If the employee accepts the recall, the employee will be given two (2) weeks to return to work .
8. The District may fill the position on a temporary basis until the recalled employee can report for work.
9. Unused accumulated sick leave shall be restored to the employee upon their return to active employment. Other benefits will be reinstated as appropriate to the position held.

## **Section 9 – Student Discipline**

- A. The District administration shall, to the extent provided by law, support and uphold employees in their efforts to maintain discipline in the District and shall be responsive to all employees' requests regarding discipline problems.
- B. Every reasonable effort will be made to ensure an administrator or designee is available during the student day to handle student discipline problems.
- C. Every school will have and follow a school-wide discipline plan which aligns with School Board policy.
  - 1. The District will provide an example school-wide discipline plan to each school and require the use of a common template in order to support district-wide consistency and calibration.
    - a. This template shall include Tier I, Tier II, and Tier III interventions.
    - b. This shall include a referral form, common process for usage, and communication strategy for the outcome of the referral.
  - 2. The school-wide discipline plan must be reviewed at least once a year with all affected staff prior to the beginning of the school year and updated if needed. At the review, opportunity for input shall be provided.
    - a. Educational Support Staff members who are at more than one building as part of their assignment shall be included in the planning at the home site that they are assigned to.
    - b. Educational Support Staff will be informed of the date and time for review of the school-wide discipline plan and may use TRI time to attend if it is outside their workday.
    - c. Express employees can use flex time to attend.
  - 3. All staff, including the administrative team, will be required to follow the school-wide discipline plan.
  - 4. The school-wide discipline plan shall include:
    - a. The district/school's philosophical approach to providing a productive learning environment and support to individual students.
    - b. A comprehensive list of resources available for student support and the location of posted job descriptions of support staff.

- c. Purpose and use of an intervention room or other intervention spaces (Ex. Buddy rooms, de-escalation/calming stations)
  - d. The District MTSS framework for behavior and school-specific classroom-based interventions that a teacher may utilize to address student behavior
  - e. A description of the MTSS Intervention Team
  - f. A process for referring a student to the school's MTSS Intervention Team
  - g. A process for documenting student behavior and submitting an office referral
  - h. A process for communicating the outcome of an office referral
  - i. A process for requesting administrator assistance to support and/or remove a student from the learning environment
  - j. A process for conferring with an administrator regarding a student exclusion
  - k. A process for how students are managed when they are sent to the office
  - l. A process, which includes staff, for addressing changes to the plan when needed
- D. On an annual basis, at the beginning of the school year, the District will communicate information related to the topics below to all staff:
- 1. The District's philosophy of supporting the whole child and use of an MTSS Model.
  - 2. Any relevant policy/legal changes related to student discipline.
  - 3. Available resources, supports, and professional development offerings.
- E. In the Spring of each year schools will administer an anonymous survey to all staff to identify areas of focus for professional development/training, which will include topics related to addressing and supporting student behavior. Information collected from the survey will be shared with all building staff and used to inform the development of the school improvement plan and allocation of available professional development time.
- F. Each building will embark on student discipline-related activities such as:

1. Administering Surveys
  2. Reviewing Data
  3. Reviewing the school-wide discipline plan
  4. Professional development related to addressing student behavior
  5. Updates on changes to the law and board policy
    - a. Schools will implement training topics related to addressing and supporting student behavior appropriate to the role of Educational Support Specialist staff. This will include information regarding the new state-wide discipline rules.
      - i. The presentation on the new state-wide discipline rules shall be consistent building to building and agreed to at Labor Management.
- G. The District shall inform the Association prior to changing student discipline policies and procedures.
- H. A District Committee shall be established with equal numbers of Association and District representatives to oversee the implementation of the provisions outlined in this section.

## **Section 10 – 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 they have 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 they are found innocent of the charges. All necessary forms for implementing the provisions shall be made available by the District in every building.
- G. If a paraeducator/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 11 – Indoor Air Quality**

- A. If there is an environmental concern at a District work site, the employee will email/notify the District Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern. This process to report a concern will be posted on the safety bulletin board. The District then will take random samplings of air quality as quickly as reasonably possible and the results will be posted on the safety bulletin board.
- 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 worders, 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 12 – 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 their 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 13 – 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 \$250 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 Campus Safety 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 14 – Loss or Damage of District Property**

- A. 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 15 – 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 therefore will take appropriate action for the non-discretionary behavior(s).
  - 1. Such disciplinary action may include expulsion or emergency expulsion whenever appropriate in accordance with student due process rights.
  - 2. Any student that has threatened and/or assaulted an employee shall not be returned to the applicable staff work area prior to a face-to-face meeting with administration and the employee.
    - a. This meeting shall occur at a time in which the employee is not responsible for other students
  - 3. 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 their duties.
- J. The Employee Assistance Plan is available for any employee and information about this program can be found in the Benefits Office.

## **Section 16 – 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 school's 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 17 – 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, 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 ½) 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 ½) 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<sup>th</sup> 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.
- D. All paid holidays during the employee's regular work schedule are considered time worked for purposes of determining overtime eligibility. Leave with pay during the employee's regular work schedule is not considered time worked for the purposes of determining overtime eligibility.
- E. During the District designated non-work/Non-paid day in instances of more than a 260-day work year, employees called in to perform work by their District supervisor, will be paid the double time (2X) rate.

## **Section 18 – 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.
  - 1. Mental Health Therapists, Chemical Dependency and Campus Safety Employees will have a probationary period as defined in their sections.
- B. New hire probationary employees determined to have an unsatisfactory performance level shall receive a performance evaluation report prepared by their 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 19 – 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 evaluation.
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<sup>th</sup>. 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 Paraeducator Group, the primary evaluator will be a building administrator. A contributing evaluator may be the classroom teacher. Itinerant Paraeducators 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 and Language 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. Campus Safety Group:
    - i. For Campus Safety Specialists the primary evaluator shall be the Campus Safety Director. A contributing evaluator may be a building administrator.
    - ii. For Campus Response Specialists the primary evaluator shall be the Campus Safety Director.
  - 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 evaluators 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 their 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 20 – 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 their 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 their 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 21 – 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 elementary school shall have a representative, shared leadership team(s) with at least two (2) members chosen by the staff, which may include both certificated and classified staff. At the secondary level, department chairs shall be on the team as well as the ad-hoc committee members selected by the staff. Ad-hoc committee members may be excused from regular department meeting business. The number of representatives shall be sufficient so that communication looping to all affected staff is possible.
  2. Each team shall invite an SEA representative.
  3. 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. An 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 22 – 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 23 – Mentor Program**

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

## **Section 24 – 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 25 – Summer Mail Delivery**

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

### **Section 26 – 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 and/or a food handler’s card 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. Paraeducators will have access to “use it or lose it” time to be used for Building/District staff development purposes. Specifically, paraeducators 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 paraeducator use.

## **Section 27 – 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 28 – Use of Personal Vehicles**

- A. An employee directed by their 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 29 – 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.

## **Section 30 – Calendar**

- A. The adopted calendars are found in Addendum D of this Agreement. For classified staff with a work year less than twelve (12) months, refer to Dates of Employment information attached in Addendum D-4 of this Agreement.
- B. The Association and District Calendar shall follow the continuing calendar concepts as outlined below:
  - 1. The three (3) consecutive workdays before the first day of school shall be workdays for certificated staff. Two (2) days will be directed by the principal or program and one (1) will be for a teacher workday. The order of these days shall be determined by the affected members in each building. In the event the certificated staff negotiates a change to these days, this language will also be updated.
  - 2. The first day of instruction shall be outlined in the Certificated Bargaining Agreement.
  - 3. Labor Day, Veteran's Day (observed), Martin Luther King's Birthday, President's Day, Memorial Day, and Juneteenth shall be non-student days.
  - 4. The day before Thanksgiving, Thanksgiving Day, and the day after Thanksgiving shall be non-student non-working days. When not feasible, the parties will come together to schedule the break.

5. Winter break shall be two (2) weeks long and shall be inclusive of three (3) weekends. When not feasible, the parties will come together to schedule the break.
6. Spring Break shall be the first full week of April. If not feasible, the parties will come together to schedule the break.
7. Professional Learning Improvement days and Professional Peer Learning early release days will be designated in the attached calendars.
8. The conference schedule is addressed in the parent teacher conference section of the Certificated CBA. In the event the Certificated calendar includes conferences occurring on a full day, with no students present, no employee in this bargaining unit will lose pay as a result of this calendar change. Opportunities for training, meeting student families, and supporting teachers will be provided in instances where normal and regular work cannot occur.
9. Semester Break day is designated in the attached calendars .This shall be a non-student day unless the day is needed for a Weather Make-Up day, consistent with the order designated on the published calendar.
10. The last day of the school year will be a half-day for students. It shall be a three (3) hour day for students. Special sites may have varying hours. Certificated employees may leave when the building is clear of students. Classified employees must work their assigned hours or take leave. End of year check-out may not interrupt instruction.
11. Weather make-up” if weather make-up days are necessary, they will be used in the order designated on the published calendars.

### **Section 31 – Grant Applications**

- A. 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 32 – 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 33 – Employee Facilities**

- A. Workspace assignments will not be made in an arbitrary, capricious, or retaliatory 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 and access to the building
  - 4. Identification card
  - 5. Access to furnished employee lounge
  - 6. Restroom facilities separate from student facilities
  - 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. For interpreters who may need to remain seated for long periods of to complete their work, the District shall provide portable cushions upon employee request to the program supervisor. This does not apply to Express employees.
  - 9. A separate lockable space for each employee for personal items at each work site. For Express employees this space shall be separate from medication.
  - 10. A voice communication device connected to the school office in classrooms where employees perform their duties with students.
  - 11. 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 the long-distance access code for making long-distance calls when needed.
- 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 to not 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 workday.
- F. Any employee who loses their ID card will be responsible for contacting the Campus Safety 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 GROUP & NURSING GROUP**

- COMMUNITY ENGAGEMENT BOARD LIAISON, STUDENT & DISTRICT DIVERSION LIAISON, TRUANCY LIAISON, STUDENT SUPPORT SPECIALIST, CHEMICAL DEPENDENCY PROFESSIONAL, DRUG AND ALCOHOL SPECIALIST, FAMILY SUPPORT SPECIALIST, HOMELESS COMMUNITY SPECIALIST, SCHOOL COMMUNITY SPECIALIST & FACILITATION SPECIALISTS, SCHOOL ACADEMIC SUPPORT SPECIALIST, STEM CAREER & COLLEGE SPECIALIST, FAMILY MENTAL HEALTH THERAPIST, PHYSICAL THERAPY ASSISTANT, OCCUPATIONAL THERAPIST ASSISTANT, ELD PROGRAM SPECIALIST, GEAR UP PROGRAM LIAISON, HOMELESS PROGRAM LIAISON, BOARD CERTIFICATED BEHAVIOR ANALYST-CLASSIFIED
- REGISTERED NURSE CLASSIFIED, LICENSED PRACTICAL NURSE

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

- A. The length of the work year and workday shall be in accordance with the hours and days defined by the positions description terms of employment. Changes to the length of the 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 the 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. In the event the District delays the start of school by one or more hours due to weather, employees have the option of using Emergency leave in order to travel to work when the roads have improved. In the event there is a unique situation that will result in employee's arrival to work being delayed by thirty (30) minutes or less from their normally scheduled start time, the employee will contact the supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.
- D. 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.

E. Monday Late Starts – Employees will arrive at their regular work time. This time may be used by the employee for assigned job responsibilities. Employees may also plan and collaborate with each other or their certificated counterparts, provided such time does not result in overtime. The departments shall notify employees by September 1<sup>st</sup> of any department directed professional development.

F. Nurses:

1. School nurses may, in consultation with and approval of the Director 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.
2. The District will, through every means possible, communicate with families to get health care plans in before three (3) days before the start of school. It will also be communicated that in the event plans are not turned in prior to school starting, students will have a delayed start day to ensure for the safe start for students.
3. The District and Association will create a committee, which will meet beginning in October to discuss any potential workload being created by the telehealth meetings and the possibility of an MOU.
4. Nurses will be allocated two (2) hours per month (20 hours total) 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. Cross-reference Article XV, Section 3, C, 5.
  - a. Four (4) of these hours will be scheduled as separate one-hour (1 hour) required meetings and will be directed by the Health Services Director. Employees unable to attend the four (4) scheduled meetings shall work with their supervisor to make up the meeting. The Health Services Director will communicate the coming school year's dates and times for these required meetings by May 31<sup>st</sup>.
  - b. Solutions that enable attendance by nurses with assignments that conflict with the 3:30 p.m. to 4:30 p.m. meeting will be identified and implemented by the Health Services Director.
5. In addition to an individual lockable space, school nurses will have a lockable space at each worksite to store confidential files.
6. Nurses shall receive training for the specific type of AED equipment in each of their school sites prior to the start of school for existing equipment or prior to installation for new equipment. This will include training on how to document the inspection of the AEDs. To the extent allowed by the law, nurses shall be held harmless for faulty equipment.

- a. School nurses will not be responsible for maintaining AED equipment during the summer months.
7. 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.
8. The District is required by law to provide medical services by Licensed Health Care Professionals (RCW 18.71) to students with health conditions where medication cannot be delegated to others per RCW 28A.210.260. For nurses assigned to sites where the building requires a nurse to be on site at all times during the student day, the nurse assigned to the location will be paid at their hourly rate in lieu of a duty-free lunch.
  - a. Nurses assigned to buildings that require this service may request assignment to another building(s). Requests will be considered by the Director of Health Services in determining staffing assignments. The District shall follow the Assignment and Transfer language in this situation.
9. The District will provide and maintain a procedure manual that establishes consistent nurse protocols and standards within the confines of Washington State Nurse Practice Act.

#### G. Student Assistance Specialist

1. Up to two (2) additional hours each month shall be available for SAS' to use for mandatory data collection.
2. Employees shall not go into overtime to complete this work.
3. 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. Family Mental Health Therapists

1. 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. A full-time Mental Health Therapist schedule shall include an average of ten (10) hours per week for employee directed planning, productivity reports, and paperwork. Caseloads shall be adjusted to create this time. Use of this time shall be approved by the supervisor and shall be conducted on site.

2. In addition to a personal lockable space, each Mental Health Therapist will be provided a lockable space at each worksite to store confidential files.
  3. All new employees shall serve a probationary period of sixty (60) student days. Probationary employees may be discharged at the discretion of the District during probationary period and shall have no access to the grievance procedures found herein in regard to such termination.
  4. See Addendum G for MOU on the creation of ten (10) month Mental Health Therapist positions.
    - a. Employees who wish to move to a ten (10) month position shall be granted the position by seniority.
    - b. Seniority is granted for both ten (10) and twelve (12) month employees at the same rate: one (1) year worked.
    - c. In the event the district determines the need to move employees from twelve (12) to ten (10) month positions for program reasons, the involuntary transfer process will be followed.
    - d. In the event of layoff and it is determined there will be ten (10) month positions available after the reduction of staff, the following will occur:
      - i. The District will seek volunteers to move to a ten (10) month position
      - ii. If there are no volunteers, the least senior employees will be those moved to a ten (10) month position.
  5. The District will create a manual of agency guidelines and policies for which both supervisors and employees are expected to follow.
- I. Chemical Dependency Professionals
1. All new employees shall serve a probationary period of sixty (60) student days. 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.
- J. During the 2022-2023 school year, a joint District-SEA task force will be created to study the impacts of the new funding model of the Mental Health and Chemical Dependency service programs and contractual workload impacts that may apply. The objectives will be to identify impacts and possible solutions to funding challenges and models.
1. The District shall have six (6) representatives on the committee and the Association President shall appoint six (6) employee representatives.

2. Any recommendation that may affect the CBA shall be sent to the bargaining teams for negotiations in the next contract.

**K. Family Support Specialists**

1. FSS will be provided access to student IEPs in order to provide support to families.
2. In addition to lockable space for personal items, FSS employees will be provided lockable space at each worksite to which they are assigned to store confidential files.
3. Only one (1) FSS will be assigned to a classroom.
4. The District will make every effort to assign FSS to two (2) school sites. In the event an FSS must have students at more than two (2) sites, their caseload will be reduced by one (1) student for each additional site.
  - a. The District will equitably assign sites and will assign them regionally.
5. FSS shall not be asked to do the duties of paraeducators in preschool programs.
6. While on site and when available, FSS may support transitioning students and families entering and exiting at AM/PM preschool sites.

**Section 2 – Employee Facilities**

- A. In addition to the general facilities provisions in Article III, Section 33 “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.
  5. As the District plans for building renovation and new constructions, the confidential nature of services student health care needs will be included in design considerations.
- B. Nursing Substitutes shall have access to a district computer and cell phone.

### **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.

## **ARTICLE V - INTERPRETER GROUP**

- DEAF/HARD OF HEARING INTERPRETER, ITINERANT INTERPRETER, BILINGUAL SPECIALIST, LANGUAGE SPECIALIST

### **Section 1 – Length of Workday and Work Year**

- A. The length of the 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.
1. Language Specialists will have a 191-day work year with seven (7) additional days to complete registrations for students outside of their workday.
    - a. These seven (7) days shall be completed at the discretion of the language specialist. These days may be completed any time during the school year and reported on an exception hours form. The employee can either be paid or be provided compensatory time and they indicate this on their exception hours form. Excluded dates from taking compensatory leave are parent teacher conferences and the beginning of the school year. Unused comp time is paid out in the August paycheck.
- 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.
1. Bilingual Specialists' regular schedule shall start no more than thirty (30) minutes before the student day begins and ends no more than thirty (30) minutes after the student day ends.
- C. In the event the District delays the start of school by one or more hours due to weather, employees have the option of using Emergency Leave in order to travel to work when the roads have improved. In the event there is a unique situation that will result in the employee's arrival to work being delayed by thirty (30) minutes or less from their normal scheduled start time, the employee will contact the supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.
- D. Additional hours may be offered outside of the regular workday to provide interpreter services for students and families at school meetings and events.
- E. All Deaf/Hard of Hearing Interpreters, all Bilingual Specialists and Language Specialists will be offered the opportunity to volunteer to provide either interpretive or bilingual

services and shall receive overtime when applicable. In consultation with the employee's program supervisor, employees may opt to flex their schedule.

1. There shall be a minimum of two (2) hours of pay for overtime opportunities in the event a student or student's family does not show up for a scheduled event.

## **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.
  1. Deaf/Hard of Hearing Interpreters shall be seven (7) hour employees with one (1) hour 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.
  1. The intent of this itinerant is to first provide coverage for Interpreters who are absent and second open positions that are posted but have not been filled.
- C. The District will maintain one (1) full time IOSA (Interpreter on Special Assignment).
  1. The intent of this position is to support the supervisor with scheduling between the three (3) hubs including extracurricular coverage, school assemblies, EIPA testing, student conferences, IEPs and other communication with staff/administration.
  2. The position will also serve as a roaming interpreter to provide coverage across the three hubs as well as sites with part time coverage needs.
- D. The Language Line will be used when a Language Specialist or Bilingual Specialist is not available.
  1. Language Specialists
    - a. Language Specialists, who are approved to complete translation outside their normal workday shall be paid \$.20 a word, rather than by time. The word count will be based on the original English language document word count.
      - i. A forty-eight (48) hour notice will be given prior to translations being started when possible.
      - ii. This work may be completed at home at the discretion of the employee.

- b. A clear chain of command will be established and communicated to those working at the FROC.
- c. The ELD Specialists will work with their supervisor on how they divide up their work.

## **2. Deaf/Hard of Hearing Interpreter**

- a. Interns – the District shall only place interns with those who volunteer and who have passed the performance and written portion of the Educational Interpreter test.
- b. Two interpreters shall be assigned to any overnight assignment with a student, based on need and determined by the Supervisor. If a difference of opinion regarding the student's needs, it shall be brought to the attention of the Special Education Director for resolution.
- c. Interpreters shall have access to student's IEPs.
- d. Interpreters are able to turn in up to two (2) days (14 hours) on an Exception Form to be paid if they choose to attend conferences related to their job in the summer.

## **Section 3 – Monday Late Start**

- A. Employees arrive at their regular work time. This time may be used by the employee for assigned job responsibilities. Employees may also plan and collaborate with each other or their certificated counterparts, provided such time does not result in overtime. The department shall notify employees by September 1<sup>st</sup> of any department directed professional development.

## **Section 4 – Employee Facilities**

- A. Bilingual Specialists and Language Specialists shall be provided a cell phone and have access to building computers.
- B. Bilingual Specialists, Language Specialists, and Deaf and Hard of Hearing shall be provided individual lockable space for confidential student files.
- C. Deaf and Hard of Hearing Interpreters shall be assigned an electronic device with Wi-Fi capability for job-related purposes.

- D. During the 2022-2023 school year, the District will work to identify additional space for Language Specialists to serve families to include appropriate chairs for Language Specialists.

## **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 will provide relevant training for Language Specialists.
  - 1. Supervisors will survey language specialists in the Spring for suggestions on training topics to be provided for the following year.
- C. The District shall provide financial support up to \$12,000 each year to assist Deaf/Hard of Hearing Interpreters to complete the new education requirements for interpreters as outlined by the Professional Educator Standards Board. Money unspent at the end of each year shall be rolled over into the pool for the following year. The total pool shall not exceed \$20,000.
  - 1. Interpreters will have up to three (3) years to pass the EIPA (Educational Interpreter Performance Assessment) at a 4.0 level per WAC 181-82-127 or pass the National Interpreter Certification from the Registry of Interpreters for the Deaf and the EIPA written test with a passing score.
  - 2. Interpreters who do not pass the EIPA will be required to attend additional training as outlined by their supervisor. Those needing to attend will be paid up to three (3) days.

## **ARTICLE VI – CAMPUS SAFETY GROUP**

- CAMPUS SAFETY SPECIALIST (CSS), CAMPUS RESPONSE SPECIALIST (CRS)
  - A. During the staff only days prior to the start of school, the District will provide training to all staff regarding the change to the security model.
  - B. Until August 31, 2023, former CRO IIs, shall maintain a 260-day work year and level five (5) pay.
    - 1. During the summer months, these employees shall support the District in the following ways:
      - a. Summer of 2022 – monitoring and supporting the move into the NE and NW middle schools.
      - b. Summer of 2023 – monitoring and supporting the move into the New South and Sacajawea middle schools.
    - 2. The District may assign meaningful work in the 260-day employees consistent with their daily work schedule to account for the reduction in days in the new model.
    - 3. Employees will continue to advance steps using their current years of experience on the existing salary schedule.
    - 4. Winter, Spring, and Summer break hours will be 7:00 a.m. to 3:00 p.m.
  - C. Beginning on September 1, 2023, these employees will become Campus Safety Specialists with a 200-day work year and level three (3) pay.

### **Section 1 – Work Year**

- A. All new employees shall serve a probationary period of sixty (60) student days.
- B. Campus Safety Specialists (CSS) shall be ten (10) month employees. The work year for Campus Safety Specialists shall be the same as the school calendar, with an additional ten (10) days of training. The training shall occur eight (8) days before the start of the school year and two (2) days following the school year.
- C. Campus Response Specialists (CRS) 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. Campus Safety Specialists shall work straight eight (8) hour shifts daily, Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. Their scheduled shift will include a thirty (30) minute paid lunch period. Employees will be on-site and responsive during their lunch period.
  - 1. Campus Safety Specialists assigned to middle schools shall be scheduled from 8:00 a.m. to 4:00 p.m.
  - 2. Campus Safety Specialists assigned to high schools shall be scheduled from 7:00 a.m. to 3:00 p.m.
  - 3. Starting and ending times may be changed during the year, if mutually agreed-upon by the supervisor and the employee. Whole work shifts shall not be flexed to avoid paying overtime.
- B. CRS's shall work straight eight (8) hour or ten (10) hours shifts. Schedules must be worked out between the CRS and the Campus Safety Director and adhered to throughout the school year, unless a mid-year change is mutually agreed upon. Their scheduled shift will include a thirty (30) minute paid lunch period. Employees will be responsive to emergencies during their lunch period.

## **Section 3 – Summer, Winter, and Spring Hours**

- A. For the remaining Campus Safety Specialists (260s), during the 2023 summer, 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.

For the CRS group, summer work schedules will be created by the Directors to ensure that day and night coverage is maintained. Schedules will be offered with input from the affected employees. A thirty (30) calendar day notice shall be given to any change in shift hours or start/end times. Summer schedules will not change for the duration of summer, unless a mid-summer change is mutually agreed upon.

## **Section 4 – Assignment of Campus Safety Specialist**

- A. Staffing levels will be evaluated annually.
  - 1. Each comprehensive high school will be assigned at least one (1) Campus Safety Specialist that is not assigned to any other secondary site.

2. Each comprehensive middle school will be assigned one (1) Campus Safety Specialist who will be assigned to no more than two (2) comprehensive secondary school sites.
  3. The Hillyard Campus shall be assigned at least one (1) Campus Safety Specialist.
  4. All Campus Safety Specialists will be assigned no more than three (3) elementary schools for safety updates and supports.
- B. All reassignments shall be in accordance with the Safety Specialist program reassignment language.

## **Section 5 – Overtime**

- A. In addition to the provisions in the overtime section of this agreement, CSS's and CRS's shall receive the following:
1. Any work on Saturdays or Sundays shall be paid at two (2) times the employee's regular hourly rate of pay provided Saturday or Sunday is not part of the regular shift.
  2. When a Campus Safety Specialist identifies the need to work overtime, they must immediately contact the supervisor for approval. If the safety specialist director cannot be reached, the safety specialist will contact the Chief Operations Officer for approval to work the overtime.
- B. Types of overtime and priority for offering overtime:
1. Campus Response Specialist (CRS) Overtime: overtime for CRS to cover CRS shifts
    - a. District CRS overtime list
  2. School Based Overtime: overtime for an event specifically related to a school and its activities:
    - a. Overtime shall be offered to the CSS assigned to the school where the overtime is offered first.
    - b. If a HS has two or more CSS and fewer CSS are needed for an overtime event, the CSS will rotate the overtime opportunities equally. If one declines, they go to the bottom of the list at the school.

- c. A rotation of the Campus Safety Specialists assigned in the feeder pattern where the event is going to occur.
  - d. District CSS overtime list.
- 3. District Wide Overtime: overtime for an event open to the entire District
  - a. District CSS overtime list
- 4. Two (2) Campus Safety Specialists shall be assigned for each Varsity SPS District football game at a Spokane Public School facility.
  - a. This overtime shall follow the priority for school-based overtime.
- C. Should no Campus Safety Specialist be interested in volunteering to work overtime events, the District may offer the overtime to a qualified CRS from the CRS overtime list. If no qualified CRS is interested, or available, or deemed qualified by the Safety Director, the District may hire security or off-duty law enforcement staff.
- D. The Director of Campus Safety shall maintain a District CSS overtime list, school feeder pattern rotation lists, and a CRS 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. By September 1<sup>st</sup> of each year, the District shall provide a list of all of the schools in each feeder pattern and which safety specialists are assigned to them (school specific overtime lists). Additionally, the overtime list will be provided to all specialists.
    - a. The overtime lists shall be available for review upon request.
    - b. 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 Campus Safety Director during the first (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. 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.

- G. The Director or office support staff shall contact the employees on the appropriate overtime 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. Failure to respond within twenty-four (24) hours shall be considered the same as declining the opportunity.
  3. If the event is a school-based event and none of the people assigned to that school agree to do the overtime, the supervisor or office support staff shall contact the employees on the appropriate District overtime list and the twenty-four (24) hour rule time limit shall apply as above.
  4. For overtime events scheduled less than five (5) days ahead of time, the supervisor or office support staff may expedite the process and make it clear in the communication that there is a tight timeline.
  5. Each time an employee either accepts or declines an overtime opportunity, their name goes to the bottom of the rotation on the overtime list.
  6. Should CSS not be available to work because they are on light duty, or off work on L&I at the time an overtime event is offered, the CSS shall not lose their seniority placement for overtime opportunities. Should all other CSS's more senior than the employee on leave have had the opportunity for overtime by the time the employee is released to return to work, the returning employees will be considered first for overtime at the time they are released.
- H. 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 6– 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 their 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 Director of Campus Safety shall set a rotating schedule of standby at the start of each year. The schedule shall rotate every week.
    - a. The schedule will be rotated equally among the former 260 day employees for the 2022-2023 school year. Starting the 2023-2024 school year, the schedule will be rotated equally among the eight (8) most senior employees. If an employee chooses not to be part of the rotation the next most senior employee would be offered the standby duty. The rotation list will be created annually and employees who agree to be on the rotation are committed to the entire school year.
    - b. When there is a need to use a CSS for standby, the CSS who is on duty will be called.
    - c. If they are unable to perform the duty, the District will contact the other CSS's following the defined call out schedule.
    - d. If no one else will accept the duty, it will be the responsibility of the CSS's 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 on-half (1/2) hour of compensation at the contract rate.
    - a. Should standby occur on a holiday, compensation shall be according the provision of the contract language for holiday pay.
    - b. Should the standby occur on a Saturday or 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. CRSs shall be called first when a CRS shift needs to be filled. When a CRS is unable to cover a shift, a former CRO II will be asked to cover as standby duty.
- 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 their home and ends when the employee arrives home.
  2. The first person called for callback duty shall be the specialist on standby.
  3. Callback duty beyond the specialists on standby shall be rotated equally among the campus safety specialists based on the callback list.

- a. The callback list shall be listed in seniority order and continuously rotate.
  - b. The Director of Campus Safety may move to the next specialist on the callback list if the Director is unable to reach a specialist.
- 4. Employees called back to work shall receive a minimum of two (2) hours at time and one half (1 ½) or overtime for the actual time worked, whichever is greater.

## **Section 7 – Acting Supervisor**

- A. Annually, the District shall provide a chart outlining the supervision structure for Campus Safety Specialists.

## **Section 8 – Uniforms**

- A. The District shall provide up to five (5) new shirts and one (1) school provided shirt, three (3) new pairs of pants, and one (1) new coat for new employees to wear during their worktime. The District shall replace these items as needed with new apparel, by request of the employee and agreed upon by the supervisor.
- B. It is understood that the uniforms will be worn as prescribed on a daily basis. Employees may choose to wear school provided shirts on days when staff and students are wearing school colors.
- C. If an employee determines that protective clothing/equipment is needed, the employee shall submit a request to the Campus Safety Supervisor for approval.
  - 1. An employee may be authorized up to \$100 per year for approved replacement items upon request.

## **Section 9 – District Provided Vehicle**

- A. The District shall follow the language outlined in the ESS Contract related to employees using their own vehicle.
- B. Any District employee who 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.
- C. If a Campus Specialist is provided a District vehicle for official use:

1. All insurance and maintenance, including repairs and gasoline, is the responsibility of the District.

## **Section 10 – Providing Back Up and Coverage**

- A. If in a Campus Safety Specialists' opinion, the situation calls for additional support, they should call for support from school administration or Director Campus Safety. If the situation is an emergency the Campus Safety Specialist should call 911.
- B. While Campus Safety Specialists are primarily assigned to their designated site or areas, the Campus Safety Department is considered a District program. As such, shared staffing may occur under the direction of the Director of Campus Safety.
- C. If a Campus Safety Specialist provides coverage for another Campus Safety Specialist at a site that has different hours, the Campus Safety Specialist would flex their hours to match who they are covering.

## **Section 11 – Report Writing**

- A. Campus Safety Specialists shall have time during their workday to complete any report writing.

## **Section 12 – Facilities**

- A. In addition to the general facilities rights in Article III, Section 23 "Employee Facilities", the District will arrange for the following facilities and equipment for Safety Specialist:
  1. Each Campus Safety Specialist shall have their own lockable office with a key. If there are multiple Campus Safety Specialists at a site, they may share an office.
  2. Each Campus Safety Specialist shall receive a District provided cell phone.

## **Section 14 – Training Fund**

- A. A training fund of \$4,000 per year will be established to enable Campus Specialists (CSS, CRS) to attend classes, seminars and workshops. All requests must be approved by the Campus Safety Director.
  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 Campus Safety Supervisor.

3. If there is a question around approval for training, it shall be brought to the attention of the Chief Operations Officer (COO) for resolution.

## **ARTICLE VII – PARAEDUCATOR GROUP**

- PARAEDUCATORS (LEVEL 30 AND LEVEL 33), TRANSITION LIFE SKILLS COACH

### **Section 1 – Job Requirements**

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

### **Section 2 – Length of Workday 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 the work year will be brought to Leadership Team and/or Labor Management.
- B. Full time Paraeducators and Transition Life Skills Coaches shall be seven (7) hour employees.
  - 1. Inclusive of the seven (7) hours is 15 minutes of readiness time and bus duty each day.
    - a. Readiness time is time for paraeducators to plan and prepare for providing services to students.
    - b. Readiness time shall be used for the employees to prepare for their job duties.
    - c. This time shall be directed by the individual paraeducator.
    - d. This time shall be non-student time.
    - e. The 15 (fifteen) minutes of readiness time will not be split into smaller increments, unless the employee chooses to do so.
  - 2. All newly hired Preschool paraeducators will serve AM/PM & CIP preschool programs four (4) days a week as seven (7) hour employees and will work the 5<sup>th</sup> day as a building-level support paraeducator.
    - a. All current preschool paraeducators who are on a 4-day only work week; seven (7) or seven and one half (7.5) hour, will be able to choose to retain their current 4 day/week; seven (7) or seven and one half (7.5)

hour, schedule or can elect to move to the new 5 days a week, seven (7) hours schedule starting the 2022/23 school year.

- C. The normal workday shall be contained between the hours of 7:00 a.m. and 5:00 p.m.
- D. In the event the District delays the start of school by one or two hours due to the weather, employees have the option of using Emergency Leave in order to travel to work when the roads have improved. In the event there is a unique situation that will result in the employee's arrival to work being delayed by 30 minutes or less from their normal scheduled start time, the employee will contact the supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.
- E. Special Education Paraeducators and Transition Life Skills Coaches will walk out and support supervision of both Special Education and General Education students to the bus in the afternoon and pick up both Special Education and General Education students from the bus in the morning as part of their regular workday.
- F. The maximum amount of time Title and Resource paraeducators 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, Social Pragmatic, CIP, Preschool, Transition Life Skill Coaches and OI Paraeducators may be used to supervise students assigned to their classroom during lunch. This lunch is separate from employee non-duty/non-student lunch.
- H. Beginning the 2023/2024 school year, employees in this group shall begin the work year two (2) days before the students start day for building-wide professional development, community, and team building.
  - 1. One (1) day will be to support the building's certificated staff on the Teacher workday. Prioritization will be given to the teacher they are assigned to.
  - 2. One (1) day will be for employees to attend building staff meetings for all relevant topics to include the school discipline plan and training on relevant curriculum.
  - 3. When topics are being discussed that are specific to certificated staff, employees shall use this time to complete their Safe Schools training, Paraeducator Certification Training, review IEPs, or to complete other performed activities/tasks as assigned by their teacher/building/program administrator.
- I. Salary placement delineation:
  - 1. Level 21
    - a. Paraeducator, Media Transcriber
    - b. Paraeducator, Vision

2. Level 30

- a. Itinerant Paraeducator Student Services
- b. Deaf Hard of Hearing
- c. Resource
- d. Title/LAP
- e. Indian Education
- f. Vision and Hearing

3. Level 33 includes the recognition of the differential and personal care

- a. Itinerants
- b. Comprehensive Intervention Program (CIP)
- c. Orthopedically Impaired (OI)
- d. Behaviorally Impaired (BI)
- e. Designed Instruction (DI)
- f. Preschool ECEAP
- g. Preschool CIP
- h. Autism Behavioral Learning Environment (ABLE)
- i. Student Paraeducator (one on one's)
- j. Sacred Heart (BEST)
- k. Health Services CAN

4. Level 35

- a. Transition Life Skills Coach

**Section 3 – Workload**

A. Specialist Supervision

1. Paraeducators who are assigned to special designed classrooms shall accompany the student(s) to the specialists' class. Consideration shall be given to the scheduling of breaks so paraeducator support is also given to certificated classroom teacher and specialists.
  2. Paraeducators assigned to individual students shall accompany their assigned student to specialist classes as determined by the IEP/504 plan.
- B. Paraeducators/Transition Life Skill Coaches shall receive goal information from 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 which includes all level 33 and 35 employees 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. Pay associated with personal care duties is included in the base pay of all level 33 and 35 employees.
1. Employees who are needing to provide personal hygiene care and the employee is not at level 33 or 35 will receive a personal care stipend for the time frame in which they are providing these services as qualified and outlined in the stipend section of this CBA.
- D. No Paraeducator or TLSC 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 they have been provided with proper training and if they so volunteer. Should an employee provide such medication or perform any medical functions during the course of their 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) full time Itinerant Paraeducator positions to cover for absent employees as needed. These employees shall be provided the training offered to other Paraeducator employees for each of the above programs. At District discretion, additional itinerant paraeducators may be hired as needed.
- G. Paraeducators 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 computer for these purposes.
- H. Paraeducators will not be expected to serve as a certificated teacher in the case of a certificated absence.
- I. Should at any time the class size fall below the students ratio as outline in the certificated CBA, section 31, Special Education Workload and listed in Addendum F of

this agreement, paraeducator(s) may be temporarily relocated to support the building's needs.

#### **Section 4 – Collaboration**

##### **A. Paraeducator Collaboration:**

1. Employees will report for their normal workday on Collaboration Mondays.
2. Students will start one (1) hour late each Monday at every grade level.
3. Collaboration time will be used as follows:
  - a. During Principal directed Mondays, paraeducators will attend building-wide professional development aligned to the School Improvement Plan (SIP).
    - i. When the principal directed collaboration is not pertinent to paraeducators, the principal will communicate with them, and they will instead attend program-facilitated collaboration.
  - b. All other collaboration dates will be used to
    - i. Receive training related to their job duties provided by either building or district staff.
    - ii. Other Performed activities/tasks as assigned by their teacher/building/program administrators.
4. Work must be completed on District property.

## **ARTICLE VIII – EXPRESS GROUP**

- EXPRESS ACTIVITY LEADER, ITINERANT ACTIVITY LEADER, EXPRESS SITE DIRECTOR

### **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:
  - 1. Field Trips
  - 2. Express Pre-School with ten (10) or fewer students

In Preschool programs where an employee is left alone as described above, supervisors and staff from those sites shall develop an 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.

Selection of summer assignments will occur on Summer Selection Day. An Association representative may attend.

### **B. Summer Program Assignment for ten (10) month employees:**

- 1. Ten (10) month employees who choose to work in the summer shall accrue one (1) additional day of vacation for working in the summer program. Employees shall be able to access their leave balances while working the summer program. This vacation day is credited once the summer work has been completed.

- a. Employees who elect not to utilize this day may carry it over to the next school year.
- b. Employees with perfect attendance for the summer program are eligible for an attendance incentive in an amount equal to one day's pay to be paid in the month of September following the summer program.

### **C. 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.
- D. 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<sup>th</sup>.
- E. If an employee works the summer program in an assigned position, they will be paid for the designated Independence Day holiday.
- F. 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.
- G. 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 ( $\frac{1}{2}$ ) 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 (3) years.
- 5. Placement of returns from leave.
- 6. Posting of vacancies
  - a. Voluntary transfers shall be considered first.
  - b. Opportunities for promotions 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 a 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 their 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 they want 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 from a site and there are no open positions at the same job title for the same hours within one half hour ( $\frac{1}{2}$ ) to which employees can be reassigned. The employee shall remain at their previous hourly rate of pay.
- 2. Prior to any involuntary transfers occurring, the District will identify the location and number of staff needing to be relocated.
- 3. Employees identified for involuntary transfer will be least senior in the bargaining unit at the affected locations.
- 4. 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 their 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 ( $\frac{1}{2}$ ) hour of their current assignment from the available openings.
  - d. Qualifications will be verified with the State of Washington within two (2) weeks of the involuntary transfer notification or as soon as possible.
  - e. If there are no openings, the District will follow 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, they 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 their option, have an Association representative present at such meeting.
- 9. If no vacancies exist in the same job title within on half ( $\frac{1}{2}$ ) 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 (2) sites are combined, the most senior employee(s) in the affected job title of the two (2) 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 (3) 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 ( $\frac{1}{2}$ ) hour of their former assignment and for which they are 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 they are 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 website 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 their 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.
- 8. If hired after October, non-benefit eligible employees shall be given the option to be paid on a ten (10) month option.

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 they have 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 (2) 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/permit 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.
- N. Newly hired employees must complete their probationary period prior to requesting a transfer to another location or assignment.

#### **Section 4 – Changes of Hours and Changes in Schedules**

- A. The District will regularly monitor enrollment and other factors impacting the program and will make changes to staffing and schedules, including increases to hours and reduction of hours, based on program needs. 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. Employees affected by changes in schedules, increases in hours, or reduction of hours will be notified two (2) weeks in advance when a change will be made at a site.
- 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.
- C. Changes in hours or schedules at a site shall not be made in an arbitrary, capricious, or retaliatory manner.
- D. If hours are being reduced to employees at a site, the reductions shall occur first to the least senior employee at that site while maintaining licensing requirements.
- E. 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 less 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.
- F. 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 (2) sites are combined, the most senior employees in 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.
  - 4. 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.
  - 5. In no case shall a new employee be employed by the District while there are laid off employees who are qualified for open positions.
  - 6. Employees will not receive a promotion through a vacancy or newly-created position.
  - 7. Laid off employees whose positions have been eliminated and/or identified for layoff may apply for an open position in another job title or group for which they are qualified while they are on a layoff status.
    - a. The District agrees to grant an interview for all positions the employee applies for if they are qualified.
    - b. The employee is required to submit an application for each position they wish to be interviewed for and must do so during the application period.
    - c. This provision does not supersede the assignment transfer process outlined in the Agreement.
  - 8. Laid off employees may apply for employment in vacant District positions in other bargaining units. The employee shall be granted preference for interviews for two

(2) SEA-represented positions provided the same employee submits an application during the posted application period and notifies Human Resources of their interest to be granted preference. The employee must be qualified for the position for this provision to apply.

9. At the time another position is accepted, Human Resources may inquire about whether the employee wishes to remain on Recall for the position from which they were laid off. The employee may waive their Recall rights at this time.

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 ( $\frac{1}{2}$ ) 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 their 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 they are qualified, shall forfeit their 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 their 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 employees 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 to substitute the 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 an eleven percent (11%) increase in pay.
- B. Cross Training:
  - 1. Cross-training position 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 eleven percent (11%) 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 number 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 their supervisor to travel in their 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 their personal vehicle in a form and manner approved by the District.

## **Section 11 – Workload**

- A. TRI Work Days
  - 1. All Express employees will receive one (1) 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. The District will hire eight (8) employees to ensure Spring and Summer Express programs are part of their contract year. These employees will be 260-day employees.
- D. Two (2) weeks' notice will be given to staff prior to collapsing a site. Two (2) days without students will be provided for the staff at the site to close down the site and two (2) additional days to set up a brand-new site or an additional one (1) day to join an already existing site.
- E. The Express program will ensure workable technology for the purposes of single point of entry. Any unresolved technology issues may be elevated to the Director of Early Learning & Express for problem solving and resolution.
  - 1. Before the start of each year and summer, the Express Site Director, Express Supervisor, and School Principal will review the single point of entry plan to determine its efficiency.

- F. State licensing requirements will be followed when staffing Express sites.
- G. 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.
- H. 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.
- I. 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).
- J. An Express administrator shall be on call during Express hours to assist on site as needed.
- K. A plan shall be created by each site to address shortage of staff in the event of an absence.
- L. Single point of entry – Express staff will call an Express supervisor or building principal in the event people enter the school building unauthorized.

## **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 a.m. to 8:30 a.m.
  - 2. PM session – 3:00 p.m. to 6:00 p.m.
  - 3. Alternative session hours may be designated to accommodate early release, and/or school holiday/break periods. On school days that are a two hour late start due to weather, Express shall begin service to student in the AM session beginning at 8:00 a.m. The session will end at 10:30 a.m. An additional thirty (30) minutes of morning work will be authorized to cover the extended AM session as needed or required for school site operation.

- a. Express supervisors shall work with Express staff, on a case-by-case basis, to make up time if an employee has a prior commitment (doctor appointment, second job, etc.) which conflicts with the two (2) hour delay schedule. Employees who are unable to report to work during a 20hour delay start shall follow the leave request process.
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. Express Staff shall provide the equivalent of twenty (20) minutes/day to provide program support at the school site. A schedule may be developed to determine the best use of time to provide support to the program. In sites where this does not work, the Express employee(s), site supervisor, and principal shall find alternative work that does not take work from another represented unit or job title.
  1. Express staff shall provide the equivalent of one (1) hour per week excluding the last week of the school year (35 total hours) to the program. In sites where this does not work, the Express employee(s), site supervisor and principal shall find alternative work that does not take work from another represented unit or job title.
- C. On the last day of school, Express sites shall close for care one half ( $\frac{1}{2}$ ) 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.
- D. In the event the District delays the start of school by one (1) or two (2) hours due to weather, employees have the option of using Emergency Leave in order to travel to work when the roads have improved.

### **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, they will receive a prorated preparation time along with transition time to adequately plan and prepare with other staff to meet the need 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 fifteen (15) minutes a day 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 five (5) hours of required professional development.
- B. It is the employee’s responsibility to meet state licensing requirements, however, the District shall advertise ten (10) voluntary hours each calendar year of STARS/MERIT training to Express employees. Express employees who are required by Express administration to attend these trainings will be paid for by the required training.
1. 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 their 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 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 other's 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 their 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 their 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**

- A. 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**

- A. 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 benefits as long as all of the IRS Guidelines are followed.

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

- A. 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/BINDERY OPERATOR, BINDERY/MAIL OPERATOR

### **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 the 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.
- D. In the event the District delays the start of school by one or two hours due to weather, employees have the option of using Emergency Leave in order to travel to work when the roads have improved. In the event there is a unique situation that will result in the employee's arrival to work being delayed by thirty (30) minutes or less from their normal schedule start time, the employee will contact the supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.

### **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 on 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.
  - 1. The length of work weeks will be considered when determining the volume of work to be completed. Substitute assistance may be provided if tight deadlines require additional assistance.
  - 2. All paid holidays during the employee's regular work schedule are considered time worked. Leave with pay during the employee's regular work schedule is not considered time worked for purposes of determining overtime eligibility.
- 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.

1. During a district designated nonwork/nonpaid day in instances of more than a 260-day work year, employees called in to perform work by their district supervisor, will be paid the double time (2X) rate.
- 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 their 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**

### **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. The less than twelve (12) month Event Services Specialist position shall have five (5) days added to the work year in order to accommodate for heavy workload 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.
- E. In the event the District delays the start of school by one (1) or two (2) hours due to weather, employees have the option of using Emergency Leave in order to travel to work when the roads have improved. In the event there is a unique situation that will result in the employee's arrival to work being delayed by thirty (30) minutes or less from their normal scheduled start time, the employee will contact the supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.

### **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 on 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. Holiday shall be paid at double time.

1. During a district designated nonwork/nonpaid day in instances of more than a 260-day work year, employees called in to perform work by their district supervisor will be paid the double time (2X) rate.
- C. All paid holidays during the employee's regular work schedule are considered time worked. Leave with pay during the employee's regular work schedule is not considered time worked for purposes of determining overtime eligibility.
- D. 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 their assigned workstation.
  2. Employees called back to work shall receive a minimum of two (2) hours.
  3. Callback is equitably assigned by job title.
- E. Cross training opportunities shall be available to department employees in other bargaining units. Cross training opportunities shall not prevent the District from accessing substitutes through the established process.
- F. Every effort to obtain the schedule for outdoor events on SPS school properties from joint partnership with the Spokane Parks department will be made monthly and entered into the event calendar available for custodians to access.

## **ARTICLE XI – STUDENT SPECIALIST GROUP**

- SVL SUPPORT SPECIALIST & LEAD, ACHIEVEMENT GAP INTERVENTION SPECIALIST, CAREER 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.
  1. Career specialists working with students beyond their regularly scheduled work hours, shall report these additional hours. The District shall not flex an employee's hours to avoid paying overtime. However, the employees shall have the option to flex their schedule in unique circumstances in consultation with the building principal.
- B. Regularly assigned employee work hours shall be scheduled between the hours of 7:00 a.m. and 5:00 p.m.
- C. In the event the District delays the start of school by one (1) or two (2) hours due to weather, employees have the option of using Emergency Leave in order to travel to work when the roads have improved. In the event there is a unique situation that will result in the employee's arrival to work being delayed by thirty (30) minutes or less from their normal scheduled start time, the employee will contact the supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.

### **Section 2 – Collaboration**

- A. SVL Support Specialist, Achievement Gap Intervention Specialists, and Career Specialist employees will be allocated two (2) hours per month, inside the normal workday, to participate in collaboration and/or to plan with employees in similar job titles. This time shall be inclusive of late start Mondays.

### **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 circumstance.

- 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.
  - 1. During a district designated nonwork/nonpaid day in instances of more than a 260-day work year, employees called in to perform work by their district supervisor will be paid the double time (2X) rate.
- C. All paid holidays during the employee's regular work schedule are considered time worked. Leave with pay during the employee's regular work schedule is not considered time worked for purposes of determining overtime eligibility.
- D. 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 their 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 – 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.
- C. In the event the District delays the start of school by one (1) or two (2) hours due to weather, employees have the option of using Emergency Leave in order to travel to work when the roads have improved. In the event there is a unique situation that will result in the employee's arrival to work being delayed by thirty (30) minutes or less from their normal scheduled start time, the employee will contact the supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.

### **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.
  - 1. During a District designated nonwork/nonpaid day of in instances of more than a 260-day work year, employees called in to perform work by their District supervisor, will be paid the double time (2X) rate.
- C. All paid holidays during the employee's regular work schedule are considered time worked. Leave with pay during the employee's regular work schedule is not considered time worked for purposes of determining overtime eligibility.
- D. 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 their 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 XIII – LEAVES**

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

- A. Reporting absences: In the case of preplanned absence or inability of an employee to perform their duties, the employee shall notify the designated office or supervisor with a minimum of twenty-four (24) hours' notice. In emergency cases, the employee shall notify the designated office or supervisor as soon as reasonably possible.
- B. 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 they report 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 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.
- C. Sick and Injury Leave:
  - 1. 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.
- D. Emergency Leave:

1. Emergency leave may be granted for problems for which preplanning is not possible or could not relieve the necessity for the employee's absence (ex. religious holiday, funeral of a friend, etc.)
    - a. Employees shall be allowed to use accrued sick leave for a child of the employee with a health condition that requires treatment or supervision;  
or
    - b. Employees shall also be allowed to use accrued sick leave for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition.
  2. Emergency leave shall be deducted from available sick leave. An individual may not use more in annual total than is annually available in their sick leave balance.
  3. 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:
    - a. The recognized religious group celebrates a holy day or religious holiday and
    - b. Requires attendance at the celebration
    - c. The celebration is only scheduled at a time which conflicts with the employee's scheduled workday and shift
- E. 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.
- F. 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 (4) days for every one (1) 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 percent (25%) of one hundred eighty (180) or a total 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 – Shared Leave**

A. An employee is eligible to receive shared leave under the following circumstances:

1. The employee:
  - a. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical, or mental condition, which is extraordinary, or severe in nature.
  - b. Is a victim of domestic violence, sexual assault, or stalking;
  - c. Needs the time for parental leave, to include bonding with an employee's newborn, adoptive, or foster child.
    - i. Employees accessing shared leave for this purpose may maintain up to forty (40) hours of accrued leave in reserve.
    - ii. This leave can be up to sixteen (16) weeks after the birth or placement of the child and must be used within the first twelve (12) months after the birth or placement.
  - d. Is sick or temporarily disabled because of pregnancy disability.
    - i. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to forty (40) hours of annual leave and forty (40) hours of sick leave in reserve.
  - e. Serves, or has served, the country in one and meets one or more of the following criteria:
    - i. Has been called to serve in the uniformed services;

- ii. Has the needed skills to assist in responding to a state of emergency declared within the United States or the aftermath of such an emergency and the employee volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the agency or nonprofit organization accepts the employee's offer of volunteer service.
    - iii. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, as is attending medical appointments or treatments for a service-connected injury or disability.
    - iv. Is a spouse of a current member of the uniformed services or a veteran as defined by RCW 41.04.005 who is attending medical appointments or treatments for a service-connected injury or treatment.
  - 2. The condition or conditions listed above must cause, or be likely to cause, the employee to go on leave without pay or terminate employment.
  - 3. The employee has exhausted or will shortly exhaust leave in accordance with WAC 392-136A-040.
  - 4. The employee has abided by District policies regarding sick leave use or military leave use.
  - 5. If the illness or injury is work related, the employee has diligently pursued and been found to be ineligible for benefits under chapter 51.32 RCW.
  - 6. The employee's job is one in which annual leave, sick leave, military leave, or personal holiday can be used and accrued.
- B. An employee may donate annual leave or sick leave to an employee who is eligible for shared leave under the following conditions:
- 1. Annual leave – an employee may donate any amount of annual leave provided the donation does not cause the leave donor's leave balance to fall below ten (10) days. Annual leave means vacation leave and personal leave that an employee accrues. The leave donor cannot donate excess annual leave that the leave donor would not be able to take because of an approaching date after which the annual leave cannot be used.
  - 2. Sick leave – 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 their sick leave accounting going below twenty-two (22) days. Sick leave means leave granted to

an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies as authorized by RCW 28A.400.300.

3. Subject to any limitations, employees may donate up to six (6) days during any twelve (12) month period.
- C. The District determines the amount of shared leave, if any, an employee may receive. However, an employee cannot receive more than five hundred twenty-two (533) days of shared leave during total District employment.
- D. Leave will be donated, calculated, and received on a full day incremental basis.
- E. While an employee exercises leave transferred under this section, they 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.
- F. Any shared leave not used by the leave recipient during each incident or occurrence as determined by the District must be returned to the leave donor.

### **Section 3 – 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 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 leave of absence for the period of time that they are 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 less than the 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, 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 their physician indicated as the beginning of their 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 4 – Parenting Leave**

- A. Employees may use up to thirty (30) days of accumulated sick leave per year for introducing a new child into their family.
- B. This applies to regular childbirth as well as adoption and long-term fostering of a child.
- C. This leave is in addition to maternity leave under Section 3 above and any leave to which the employee is entitled pursuant to the FMLA or the Washington Paid Family and Medical Leave Act.
- D. If the employee does not have enough sick leave, the employee may go on an unpaid parenting leave of up to thirty (30) days. The employee may continue District sponsored insurance programs while on unpaid leave by paying the premiums directly to the insurance company.

#### **Section 5 – Family and Medical Leave (FMLA)**

- A. Any eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1<sup>st</sup> – August 31<sup>st</sup>) as provided for in District Policy. See Addendum B.

## **Section 6 – Paid Family and Medical Leave (PFML)**

- A. Washington State Paid Family and Medical Leave (PFML) is a program managed by the Washington State Employee Department. The program commenced on January 1<sup>st</sup>, 2020, employees may be eligible to receive this benefit under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. When requesting information about leave options, employees will be given basic benefit information provided by PFML. Employees will need to contact the Washington State Employment Security Department for detailed information and to apply for the benefits.

## **Section 7 – Personal Leave**

### **A. Non-Twelve-Month Employees**

1. The personal leave accrual amount for non-twelve-month employees is based on their regular hours of the employee's workday.
2. Two (2) personal leave days will be granted each year. These days can be accumulated to a total of five (5). Personal 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.
3. 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's approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.
4. 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.
5. Non-twelve-month employees will earn a salary increment stipend. See the "Stipends" section of this contract for details.

### **B. Twelve Month Employees**

1. In addition to vacation day accruals, each employee will be granted an additional three (3) personal leave days annually.
2. These days are separate from vacation days, and can be accumulated up to a total of five (5) and will be front loaded each year.

3. Three (3) personal leave days may be taken for which no reason need be given. The employees is not required to state the reasons for the request to take such leave days. These leave days are separate from vacation, 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 .
6. Employees may carry over up to one half (  $\frac{1}{2}$  ) of their earned regular vacation and up to two (2) days of personal leave days each year. In any year an employee may choose to sell back up to three (3) personal leave days at the true per diem rate so long as in the last two (2) years of employment the maximum total of personal leave and vacation days for cash out purposes does not exceed thirty (30) days.

## **Section 8 – Temporary Absence**

- A. 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 judgement 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 9 – Bereavement Leave**

- A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. These days must be taken in full day increments. 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, spouse or domestic partner, son, daughter, or other dependent child. Domestic partners must be registered with the State or the District must have an affidavit of Domestic partnership already on file for benefit purposes.
- B. Absences due to the death of a near relative in the employee's family shall be allowed for a period of up to tow (2) days. Near relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparent-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 10 – Jury Service**

- A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to giving such jury service.
- B. When an employee is required to actually perform jury duty, they 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, they shall return to the building for assignment.

#### **Section 11 – Subpoena**

- A. 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 12 – Community Service Leave**

- A. An employee representing the District may be excused by their 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, their 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 13 – Public Service**

- A. 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.

#### **Section 14 – Military Leave**

- A. The District will grant military leave as provided by law to each staff member who is a member of a United States Military Reserve Unit, a member of the Washington National Guard, or a member of any organized reserve or armed forces of the United States. In addition, other provisions may apply to spouse, child, or parent. Military leave is provided under USERRA and by RCW 38.40.006.

## **Section 15 – 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 ( $\frac{1}{2}$ ) 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 (1) 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 they are qualified if a position is available at time of term.

## **Section 16 – 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 they are 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 positions, 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 17 – Association Leave**

- A. The District shall provide to the Association an aggregate of 250 days total 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.
- C. 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 18 – Miscellaneous Leaves**

- A. Upon approval of the District, an employee may take up to one (1) year leave of absence without pay. Upon return the employee will be placed in the same position or a similar position for which they are qualified if a position is available at time of return. Replacement employees may be hired for the one (1) calendar year only.
- B. The following types of leave will be considered under this provision:
  - 1. Extensive travel – must be in the best interest of the District.
  - 2. Health of the employee or member of the employee's immediate family.
  - 3. Child rearing leave – if not covered by family and medical leave
  - 4. Other educational service so long as deemed beneficial to the District.

## **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.
  5. The following provisions 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. Employees may carry over up to one half (½) of their earned regular vacation days each year. Additional vacation may be accumulated if an employee is requested in writing to defer their vacation because of work schedules. In any year an employee may choose to sell back up to the three (3) days of personal at the true per diem rate so long as in the last two (2) years of employment the maximum total of personal leave and vacation days for cash out purposes does not exceed thirty (30).
- C. Vacation that must be used or will be lost must be scheduled and used by August 31<sup>st</sup>. The time must be reported to the employee's timekeeper during the August payroll processing time period. The amount of potential vacation loss can be found on the employees' electronic pay stub.

## **Section 20 – Temporary Closure**

- A. 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 21 – Natural Disaster Leave**

- A. When a natural disaster is declared by an official public agency which precludes an employee from getting to work, the employee will notify their supervisor as soon as reasonably possible of their 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.

## **Section 22 – Insurance Premiums While on Leave**

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

## **ARTICLE XIV – SALARY AND BENEFITS**

### **Section 1 – Salary Schedules**

- A. The District shall provide salary schedules to attract, retain, and support a high-quality workforce.
- B. During the life of this agreement, the District shall distribute its inflationary adjustment allocation for salaries and salary-related benefits received from the state as follows:
  - 1. The inflationary adjustment allocation dollar amount (that is the actual dollar amount received from the state) shall be applied as a percentage across the salary schedule.
  - 2. In the even the Salary Rebase committee determines adjustments to funds that will be sent to the districts, the District and the Association will meet to discuss how these funding adjustments will be implemented.
- C. The salary schedule is attached as Addendum A.
  - 1. For the 2022-2023 school year, the salary schedule shall increase by 6.5%.
  - 2. For the 2023-2024 school year, the salary schedule shall increase by IPD or 1%, whichever is greater.
  - 3. For the 2024-2025 school year, the salary schedule shall increase by IDP or 1%, whichever is greater.
- A. 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 dollars (\$25.00). 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.
- B. In the event the District identifies 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.
  - 1. Paraeducator Placement: Experience from other states in the same or similar type jobs may be counted for experience on the salary schedule but this will not change the seniority list.
  - 2. Excluded from allowable experience is all substitute experience.
- D. 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 paraeducators only, longevity pay increments will be based on years with the District in any regular position calculated from date of hire.
- E. If requested by the unit, a salary compensation study will be conducted every three (3) years. The process utilized will be jointly decided by the Association and the District.
- F. Employees who are anticipated to work less than 630 hours during the period of September through August will be 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.
    - a. If initial employment begins on or after April 1<sup>st</sup>, the twelve (12) month payment cycle may be delayed until September of the initial year of employment.
  - 3. Once an employee selects option number 2 above, the ten (10) month payment of wages option is no longer available.
- G. Salary level 40 shall be eliminated.
  - 1. All employees currently on this salary level shall remain.

## **Section 2 – Stipends**

- A. Interpreter Group (Language Specialist, Bilingual Specialist, and Deaf/Hard of Hearing Interpreter):

\$300 – AA Degree paid in September

\$400 – BA Degree paid in September

\$1,461 for Masters' Degree paid in September

The District will recognize degrees that were gained outside the United States. If the degree is not an exact match, the District will rely on a two (2) year equivalency for the AA stipend; four (4) year equivalency for the BA stipend; and six (6) year equivalency for the MA stipend.

Employees may only receive one of the above stipends for educational attainment.

\$300 – 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1<sup>st</sup>.

\$974 – Contract Incentive Stipend to be paid in equal installments over twelve (12) months. The amount will be prorated based on the number of months they are employed with the District. This stipend will increase annually by the same percentage as the base wage rate, not including additional increases provided for pay differentials.

B. Campus Specialist Group (Campus Safety Specialist and Campus Response Specialist):

\$300 – AA Degree paid in September

\$400 – BA Degree paid in September

\$1,461 for Masters' Degree paid in September

Employees may only receive one of the above stipends for educational attainment.

\$300 – 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1<sup>st</sup>.

\$1,091 – Contract Incentive Stipend to be paid in equal installments over twelve (12) months. The amount will be prorated based on the number of months they are employed with the District. This stipend will increase annually by the same percentage as the base wage rate, not including additional increases provided for pay differentials.

C. Family Support Specialist:

\$1,461 for Masters' Degree paid in September

\$300 – 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1<sup>st</sup>.

\$974 – Contract Incentive Stipend to be paid in equal installments over twelve (12) months. The amount will be prorated based on the number of months they are employed with the District. This stipend will increase annually by the same percentage as the base wage rate, not including additional increases provided for pay differentials.

D. Paraeducator Group (Paraeducators and Transitional Life Skill Coach):

\$300 – AA Degree paid in September

\$400 – BA Degree paid in September

\$1,461 – for Masters' Degree paid in September

Employees may only receive one of these above stipends for educational attainment.

Level 33 & 35 salary schedules include the pay for personal care.

Level 30 employees will be paid via a supplemental pay request \$100 for the month in which personal care duties are completed, if applicable.

\$300 – 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1<sup>st</sup>.

\$999 – Contract Incentive Stipend to be paid in equal installments over twelve (12) months. The amount will be prorated based on the number of months they are employed with the District. The stipend will increase annually by the same percentage as the base wage rate, not including any additional increases provided by pay differentials.

E. Licensed and Registered Nurse, School Academic Support Specialist, STEM Career and College Specialist, School Community Specialist and Facilitation Specialist, Homeless Community Specialist, ELD Program Specialist, Physical Therapy Assistant, Occupational Therapist Assistant, Gear-UP Program Liaison, Homeless Program Liaison, Student Diversion Specialist, District Diversion Liaison, and Student Support Specialist:

\$300 – AA Degree paid in September

\$400 – BA/BS Degree paid in September

Employees may only receive one of the above stipends for education attainment.

\$300 – 20-year longevity Stipend paid in February if twenty (20) years reached by September 1<sup>st</sup>.

\$1,007 – Contract Incentive Stipend to be paid in equal installments over twelve (12) months. The amount will be prorated based on the number of months they are employed

with the District. The stipend will increase annually by the same percentage as the base wage rate, not including any additional increases provided by pay differentials.

- F. Family Mental Health Therapists, Truancy Liaisons, Community Engagement Board Liaisons, Chemical Dependency Professionals, Drug and Alcohol Specialists, and Classified BCBAs:

\$1,461 – Master's Degree to be paid in September

\$300 – 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1<sup>st</sup>.

\$1,007 – Contract Incentive Stipend to be paid in equal installments over twelve (12) months. The amount will be prorated based on the number of months they are employed with the District. The stipend will increase annually by the same percentage as the base wage rate, not including any additional increases provided by pay differentials.

- G. Print Shop Group (Lead Operator, Press Bindery Operator, and Bindery/Mail Operator):

\$300 – AA Degree paid in September

\$400 – BA Degree paid in September

\$1,461 – Master's Degree paid in September

Employees may only receive one of the above stipends for education attainment.

\$300 – 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1<sup>st</sup>.

\$806 – Contract Incentive Stipend to be paid in equal installments over twelve (12) months. The amount will be prorated based on the number of months they are employed with the District. The stipend will increase annually by the same percentage as the base wage rate, not including any additional increases provided by pay differentials.

- H. Event Specialists Group (Event Services Specialist) and Student Specialist Group (Career Specialist, AGIS, SVL Support Specialist):

\$300 – AA Degree paid in September

\$400 – BA Degree paid in September

\$1,461 – Master's Degree paid in September

\$300 – 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1<sup>st</sup>.

\$806 – Contract Incentive Stipend to be paid in equal installments over twelve (12) months. The amount will be prorated based on the number of months they are employed with the District. The stipend will increase annually by the same percentage as the base wage rate, not including any additional increase provided by pay differentials.

- I. Administrative Office Group (Student Support Services Specialist, Assessment Technical Compliance Specialist, Audit Technical Specialist, and Accounting Technician):

\$400 – BA Degree paid in September

\$1,461 – Master's Degree paid in September

\$300 – 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1<sup>st</sup>.

\$806 – Contract Incentive Stipend to be paid in equal installments over twelve (12) months. The amount will be prorated based on the number of months they are employed with the District. The stipend will increase annually by the same percentage as the base wage rate, not including any additional increases provided by pay differentials.

- J. Express Group (Site Director and Activity Leader):

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

\$400 – BA Degree paid in September

\$1,000 for personal care/severe student behavior stipend for positions approved by the Supervisor and Human Resources, paid \$100 monthly September through June prorated by hours (Formula is \$1,000 divided by 6 X # of actual hours worked.).

\$300 – 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1<sup>st</sup>.

\$891 – Contract Incentive Stipend to be paid in equal installments over twelve (12) months. The amount will be prorated based on the number of months they are employed with the District. The stipend will increase annually by the same percentage as the base wage rate, not including any additional increases provided by pay differentials.

- K. Hold Harmless Stipend – Employees who were hired prior to September 1<sup>st</sup>, 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 (3) years (2003-04; 2004-05; 2005-06) and the current available stipend amount. This Hold Harmless stipend shall remain the same once established for each individual. This stipend is paid in June.

- L. 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<sup>st</sup> 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**

- A. Each school year, TRI must be used and turned into the timekeeper by July 15<sup>th</sup>.
- B. The provisions below apply to the following employees: Paraeducator Group (Paraeducators and Transitional Life Skill Coach):
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 their supervisor. Such time will be compensated on a supplemental timecard.
  2. Employees shall have three (3) 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.
- C. The provisions below apply to the following employees and excludes those that have a twelve (12) month work year: Licensed and Registered Nurse, School Academic Support Specialist, STEM Career and College Specialist, School Community Specialist and Facilitation Specialist, Homeless Community Specialist, ELD Program Specialist,

Physical Therapy Assistant, Occupational Therapist Assistant, Gear-UP Program Liaison, Homeless Program Liaison, Student Diversion Specialist, District Diversion Liaison, and Student Support Specialist:

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) TRI day, and up to a total of five (5) TRI 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.
  5. An additional two (2) hours per month outside the normal workday will be allocated to each nurse for the purpose of collaboration with each other and/or their certificated counterparts.
- D. The provisions below apply to the following employees: Interpreter Group (Language Specialist, Bilingual Specialist, and Deaf/Hard of Hearing Interpreter):
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 their supervisor. Such time will be compensated on a 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. Interpreters/Hard of Hearing/Bilingual Specialists and Language Specialists shall be provided an additional ten (10) hours of options time beginning the 2016-2017 school year.
  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: Print Shop Group (Lead Operator, Press Bindery Operator, and Bindery/Mail Operator) and Student Specialist Group (Career Specialist, AGIS, SVL Support Specialist):
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 their supervisor. Such time will be compensated on a 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: Event Specialists Group (Event Services Specialist):

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 period of time one (1) hour or longer. Each employee shall determine how this time is to be spent subject to the approval of their supervisor. Such time will be compensated on a 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, employee 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.
- G. The provisions below apply to the following employees and excludes those employees who have a twelve (12) month work year: Administrative Office Group (Student Support Services Specialist, Assessment Technical Compliance Specialist, Audit Technical Specialist, and 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 their supervisor. Such time will be compensated on a 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. Washington State Paid Family and Medical Leave (PFML):

1. Effective January 1, 2020, the Washington Family Leave Act is repealed and eligible employees are covered by Washington's Family and Medical Leave Program RCW 50A.04.
2. Eligibility for leave and benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one (1) percent (0.4%) of employees' wages (unless otherwise limited by action of the State).
  - a. Employees will pay, as a payroll deduction (as determined by RCW 50A.04.115):
    - i. The full cost of the premiums associated with family leave benefits; and
    - ii. Forty five percent (45%) of the cost of the premiums associated with the medical leave benefits. The District will pay the remaining fifty-five percent(55%) of the premiums associated with the medical leave benefits.
  - b. The pay deductions become effective September 1, 2019, and will be reflected on the October 2019 pay warrant.
3. For the duration of this agreement, the District will use the state insurance as the carrier for the PFML.

### B. School Employees Benefit Board (SEBB). The following provisions are presently in effect by the SEBB, and modifications made by the SEBB will be implemented as required by law. All of the provisions of this section shall be interpreted consistent with the rules and regulations of the SEBB. If the Washington State Legislature changes provisions of the SEBB to allow for change sin the employer contributions towards elective benefits or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiations over the changes.

1. Beginning January 1, 2020, the District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance program as adopted by the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.

2. The parties recognize there may be unanticipated impacts due to the transition and agree to ongoing and timely information sharing and problem-solving discussions with the intent to minimize and mitigate negative impacts to staff during the transition period.
3. Employee payroll deductions for premiums and surcharges will be based on the policies and rate schedules established by the SEBB Program. The District will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.
4. Benefits presently provided by the SEBB include, but are not limited to:
  - a. Basic Life and Accidental Death and Dismemberment Insurance (AD&D)
  - b. Basic Long-Term Disability
  - c. Vision
  - d. Dental, including orthodontia
  - e. Medical
5. Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangements (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction if available by SEBB for any supplemental insurance that they choose to enroll through SEBB (e.g., optional AD&D, Long Term Disability, etc.)
6. Dependent Coverage for the Purpose of SEBB.

Subject to SEBB dependent verification requirements:

- a. Legal spouses, state registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical disability who meet SEBB certification requirements.
- b. Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019 but who no longer qualify for coverage under the SEBB, the employee will have the opportunity to

enroll these dependents at the employee's cost for a period of up to 18 months in accordance with SEBB provisions and the opportunity to make such payments will be made through payroll deduction by the District and paid to the HCA for this purpose as long as the employee has sufficient net pay to cover the monthly cost.

7. Eligibility:

- a. Employees, including substitutes, shall be eligible for full insurance coverage under SEBB if they work, or are anticipated to work 630 or more hours in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1<sup>st</sup> through August 31<sup>st</sup>. All hours worked during the year shall count for the purposes of establishing eligibility.
- b. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 6130 hours, and the employee is anticipated to work 630 hours during the following year, that employee will be provided benefits coverage if the employee will be working at least 17.5 hours each week for six (6) of the last eight (8) weeks before the last day of school for those who work nine to ten (9-10) months, or six (6) of the last eight (8) weeks before the end of the year (August 31<sup>st</sup>) for eleven to twelve (11-12) month positions.
- c. In accordance with the SEBB program, paid leave shall count towards the 630 hours used to determine eligibility for benefits under this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State paid Family Medical Leave Program may continue to receive the employer contribution toward SEBB insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.
- d. For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying premiums and applicable surcharges to the HCA in accordance with the SEBB continuation coverage option.

8. Benefit Enrollment/Start:

- a. SEBB will provide an open enrollment period each year to allow employees to modify their benefit plan selection for the ensuing benefit plan year. The open enrollment period shall be established by the SEBB program.

- b. If an employee has a qualifying change in family or employment status, outside the annual open enrollment period, benefit changes may be requested in the manner and timeframe established by the SEBB program.
  - c. An eligible employee must complete enrollment and dependent verifications within the required timeframe established by the SEBB program.
  - d. In the event an eligible employee does not submit benefit enrollment information within the required timeline, the employee will be automatically enrolled in the employee only default plans for medical, dental, vision, basic life, AD&D, and basic long-term disability insurance, in accordance with the SEBB program.
  - e. Benefit coverage will begin the first day of the month following the first day of work for eligible positions (per the Eligibility clause above), except during the month of September when the employee's benefit coverage will begin in September on their first day of work if the employee is in an eligible position and the employee begins on or before the first school day in September.
  - f. Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630-hour eligibility mid-year for two (2) consecutive years, the employee will be anticipated to work 630 hours going forward if in the same position, and therefore, be eligible for benefits under SEBB.
9. Continuity of Coverage: Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefits coverage if they meet the eligibility requirements above.

10. Benefit Termination/End:

- a. Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through the last day of the calendar month of employment, consistent with SEBB provisions.
- b. In accordance with SEBB provisions, when an employee eligible for benefits separates from employment after completion of the employee's full contract obligation, the separation will be effective August 31<sup>st</sup>. In cases when an employee provides notice of an alternate date, the

District will provide the employee notification of the impact on benefit eligibility and coverage.

- C. COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law and SEBB provisions.
- D. In accordance with state and federal law, employees have the opportunity to participate in making VEBA contributions based on the outcome of the employee group votes 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 votes, 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 for the next calendar year. The election results remain in place for the entire calendar year.
- E. Retirement: Employees participate in retirement in accordance with the rules and regulations established by the Washington State Department of Retirement Systems.
- F. Tax sheltered annuity and Washington State Deferred Compensation deposits shall be transferred by payday each month. Every employee participating in an annuity of the state's deferred compensation program will be provided notice of the day of transfer of their tax-sheltered annuity.
- G. The District shall provide automatic payroll deduction for health club fees at the employee's option.

## **ARTICLE XV – 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 they were 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 their 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 their 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**

- A. 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 wherein 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 their 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, they shall within five (5) days refer the grievance in writing to the superintendent or their 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 their 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 their 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**

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

## ARTICLE XVI – 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, 2025. At any time that rules, regulations, 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

DECEMBER 14, 2022  
\_\_\_\_\_  
Date

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

12.14.22  
\_\_\_\_\_  
Date

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

1/4/23  
\_\_\_\_\_  
Date

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

1/4/23  
\_\_\_\_\_  
Date

## ADDENDUM A: 2022-2023 SALARY SCHEDULES

Sept. 1, 2022

### SPOKANE SCHOOL DISTRICT NO. 81 SECURITY SPECIALISTS, SALARY SCHEDULE SS, 2022-23

LEVEL			EXPERIENCE INCREMENTS		LONGEVITY INCREMENTS			
			0-4	5-8	9-13	14-18	19-23	24
01	Campus Response Specialist	Hourly	24.73134	25.35522	25.97364	27.29028	28.64677	30.08314
03	Campus Safety Specialist 200	Hourly	34.13805	34.98593	35.86356	37.66343	39.53767	41.51602
05	Campus Safety Specialist 260	Hourly	35.53631	36.42878	37.33616	39.21041	41.15903	43.22665

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.

Sept. 1, 2022

### SPOKANE SCHOOL DISTRICT NO. 81 STUDENT ASSISTANCE SPECIALIST, CLASSIFIED REGISTERED NURSE, COMMUNITY SCHOOL LIAISON, TRUANCY LIAISON, DRUG AND ALCOHOL SPECIALIST, DISTRICT DIVERSION LIAISON, COMMUNITY ENGAGEMENT BOARD LIAISON, AND FAMILY MENTAL HEALTH THERAPISTS SALARY SCHEDULE SS, 2022-23

LEVEL			EXPERIENCE INCREMENTS					LONGEVITY INCREMENTS				
			0	1	2	3	4	5-8	9-13	14-18	19-23	24
10	Hourly	34.70977	36.45019	38.28398	40.20935	42.22632	44.33667	46.56152	48.89737	51.35119	53.91958	
Student Assistance Specialist Classified Registered Nurse School Community Facilitation Truancy Liaison, BCBA-Classified Drug and Alcohol Specialist District Diversion Liaison Community Engagement Board Liaison												

		EXPERIENCE INCREMENTS				LONGEVITY INCREMENTS				
		0	1	2	3	4-8	9-13	14-18	19-23	24
23	Hourly	27.47765	28.84442	30.27518	31.78061	33.37666	35.04557	36.80333	38.65178	40.59621
Family Mental Health Therapist										

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.

Sept. 1, 2022

**SPOKANE SCHOOL DISTRICT NO. 81  
INTERPRETERS, BILINGUAL SPECIALISTS, LICENSED NURSES, FAMILY SUPPORT SPECIALIST,  
STUDENT DIVERSION SPECIALIST, STEM CAREER/COLLEGE SPECIALIST  
SCHOOL COMMUNITY FACILITATION SPECIALIST, HOMELESS COMMUNITY SPECIALIST, SCHOOL ACADEMIC SUPPORT SPECIALIST  
CHEMICAL DEPENDENCY PROFESSIONAL & TRAINEE, VISION PARAEDUCATOR, STUDENT SUPPORT SPECIALIST, LANGUAGE SPECIALIST  
SALARY SCHEDULE SS, 2022-23**

LEVEL			EXPERIENCE INCREMENTS					LONGEVITY INCREMENTS			
			0	1	2	3	4-8	9-13	14-18	19-23	24
20	Chemical Dependency Professional Trainee	Hourly	21.26732	22.20095	23.12577	24.06113	25.89669	26.72284	28.20785	29.51845	30.89774
21	Vision Paraeducator, Licensed Nurse Bilingual Specialist Student Support Specialist	Hourly	22.14810	23.08172	24.00653	24.94190	26.77748	27.60362	29.08861	30.39921	31.77855
25	Language Specialist, Interpreter-Deaf/Hard of Hearing	Hourly	23.37670	24.31033	25.23513	26.17050	28.00608	28.83222	30.31721	31.62782	33.00715
22	Student Diversion Specialist, Family Support Specialist School Community Facilitation Specialist Homeless Community Specialist, Chemical Dependency Professional, School Academic Support Specialist, STEM Career/College Specialist, School Community Specialist	Hourly	26.36371	27.67506	29.04780	30.49221	32.02356	33.62480	35.31130	37.08480	38.95040

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.

Sept. 1, 2022

**SPOKANE SCHOOL DISTRICT NO. 81  
PARAEDUCATORS, TRANSITION LIFE SKILLS COACHES  
SALARY SCHEDULE - SS, 2022-23**

LEVEL		EXPERIENCE INCREMENTS						LONGEVITY INCREMENTS		
		0	1	2	3	4-8	9-13	14-18	19-23	24
30	Hourly	16.75456	17.74636	18.71957	19.73174	20.74771	21.62065	22.92077	24.06295	25.26645
33	Hourly	19.00637	20.13147	21.23548	22.38369	23.53620	24.52647	26.00132	27.29701	28.66226
35	Hourly	19.20637	20.33147	21.43548	22.58369	23.73620	24.72647	26.20132	27.49701	28.86226
40	Hourly	20.33910	21.32346	22.29853	23.28477	25.21821	26.08926	27.65681	29.03860	30.49099

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.

Sept. 1, 2022

**SPOKANE SCHOOL DISTRICT NO. 81  
EXPRESS  
Salary Schedule - SS, 2022-23**

LEVEL		EXPERIENCE INCREMENTS						LONGEVITY INCREMENTS			
		0	1	2	3	4	5-8	9-13	14-18	19-23	24
Express Activity Leaders 45	Hourly	15.63175	15.79815	16.70988	17.47934	18.36708	19.10849	20.04226	20.95199	21.99798	23.09608
Site Directors 50	Hourly	18.19872	19.10849	20.18653	21.12432	22.17032	23.10208	24.18615	25.27422	26.53462	27.86321

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.

Sept. 1, 2022

**SPOKANE SCHOOL DISTRICT NO. 81  
EDUCATIONAL SUPPORT SPECIALIST SALARY SCHEDULE - SS, 2022-23**

LEVEL			EXPERIENCE INCREMENTS						LONGEVITY INCREMENTS			
			0	1	2	3	4	5-8	9-13	14-18	19-23	24
52 Bindery/Mail Operator	Hourly		16.75195	17.57805	18.45495	19.37541	20.34308	21.36161	22.42371	23.53119	24.71491	25.94401
53 Press/Bindery Operator	Hourly		18.09241	19.00112	19.95172	20.95113	21.99418	23.08427	24.24590	25.44940	26.71915	28.05521
54 Audit/Technical Assistant Event Services Specialist	Hourly		19.74940	20.74884	21.79184	22.88019	24.01392	25.22090	26.49067	27.80578	29.19067	30.64531
55 Accounting Technician Student Support Services Specialist	Hourly		20.74884	21.79184	22.88019	24.01392	25.22090	26.49067	27.80578	29.19067	30.64531	32.18543
56 Lead Operator Days Assessment Tech Compl. Spc.	Hourly		21.79184	22.88019	24.01392	25.22090	26.49067	27.80578	29.19067	30.64531	32.18543	33.79881
57 Achievement GAP Intrn Spcl. (AGIS) SVL Support Specialist Career Specialist	Hourly		22.88019	24.01392	25.22090	26.49067	27.80578	29.19067	30.64531	32.18543	33.79881	35.47844
58 Physical Therapy Assistant Occupational Therapy Assistant (COTA) SVL Support Specialist Lead	Hourly		28.57848	30.00870	31.50693	33.07151	34.72845	36.47786	38.29183	40.19822	42.21798	44.33542
59 ELD Program Specialist	Hourly		30.30344	31.82285	33.41334	35.06297	36.84064	38.67902	40.60636	42.62787	44.76275	47.01097
60 Gear Up Program Liaison Homeless Program Liaison	Hourly		32.11914	33.73077	35.41045	37.18076	39.04356	40.99355	43.03598	45.19182	47.46100	49.84702
AA Degree Stipend		\$300										
BA/BS Stipend		\$400										
Masters/CPA Stipend		\$1,461										

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.

## **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 their 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.
  - a. the placement of a child with the employee for adoption or foster care that requires State action.
  - b. 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.
  - c. 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 they are 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 they are entitled prior to going on unpaid family medical leave. When requesting family and medical leave, the employee shall notify the District of their intention regarding use of accrued paid leave to which they are 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 their 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: CONTRACT WAIVER APPLICATION

### 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 Request:** \_\_\_\_\_  
i.e.: Certificated, Unified Trades, ESS, Nutrition Services, CGW, IT,  
Secretarial/Clerical. More than one unit may be listed.)

**SEA unit(s) Effected by the Request:** \_\_\_\_\_  
i.e.: Certificated, Unified Trades, ESS, Nutrition Services, CGW, IT,  
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, or guidelines or procedures will replace the waived provisions?**

**Certification:** I certify that eighty-five (85) percent of the SEA members affected by this waiver request voted in favor of the above request.

\_\_\_\_\_  
SEA Building Rep.                      Date

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

# ADDENDUM D-1: CALENDARS

## 2022-2023 SCHOOL YEAR

### AUGUST

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	30	31		

### SEPTEMBER

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

### OCTOBER

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				

### NOVEMBER

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		

### DECEMBER

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

### JANUARY

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			

### SIGNIFICANT DATES

Aug. 29 - 31 ..... Teacher Work Day/ Prof. Learn. Imp. Day  
 Sept. 1-2 ..... Launch Conferences  
 Sept. 5 ..... Labor Day  
 Sept. 6 ..... First Day of Classes (1st through 12th)  
 Sept. 7 ..... First Day of Kindergarten (A/B Rotation)  
 Sept. 13 ..... First Day of All Kindergarten Together  
 Sept. 26 ..... First Day for School Day Preschool (PK)  
 Sept. 27 ..... First Day for AM/PM & CIP PK  
 October 14 ..... Prof. Learn. Imp. Day / Non-Student Day  
 Nov. 11 ..... Veterans Day  
 Nov. 23-25 ..... Thanksgiving Break  
 Dec 19-Jan 2 ..... Winter Break  
 Jan 16 ..... MLK Day  
 Jan 26-27 ..... Elementary Progress Conferences / Non-Student  
 Feb 3 ..... Semester Break-Day / Non-Student Day  
 Feb 20 ..... President's Day  
 Feb. 21 ..... Prof. Learn. Imp. Day / Non-Student Day  
 April 3-7 ..... Spring Break  
 May 29 ..... Memorial Day  
 June 9 ..... Last Day for AM/PM & CIP PK  
 June 13 ..... Last Day for School Day PK  
 June 16 ..... Last Day of School  
 June 19 ..... Juneteenth  
 June 20-22 ..... Weather Make Up Days

### ELEMENTARY GRADING PERIODS

Jan. 27 ..... End of First Semester Elementary  
 June 16 ..... End of Second Semester Elementary

### ELEMENTARY REPORTING

#### First Grading Period

Feb. 6 ..... Report Cards

#### Second Grading Period

June 16 ..... Report Cards

### SECONDARY GRADING PERIODS

Nov. 4 ..... End of First Quarter  
 Jan. 27 ..... End of First Semester  
 Apr. 14 ..... End of Third Quarter  
 June 16 ..... End of Second Semester

### SECONDARY REPORTING

Nov. 15 ..... First Quarter Report Cards Secondary  
 Feb. 7 ..... First Semester Report Cards Secondary  
 Apr. 24 ..... Third Quarter Report Cards  
 June 22 ..... Second Semester Report Cards



### FEBRUARY

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

### MARCH

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

### APRIL

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

### MAY

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	30	31		

### JUNE

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

### LEGEND

- First/Last day of School
- Late Start/Collaboration
- Holiday
- No School/School Break Day
- Conferences
- ▲ Friday Collaboration Day/Early Release
- ◆ Teacher Workday/Prof. Learn. Imp. Day
- ★ Weather/Emergency Makeup Day

# 2022-2023 SPS Calendar

*DREAM. ACCESS. OPPORTUNITY.*

## ADDENDUM D-2: CALENDARS

### 2023-2024 SCHOOL YEAR

2023-2024

August '23

SMTWTFSS

12345

6789101112

13141516171819

20212223242526

2728293031

Professional Learning Improvement Day (PLID)

Teacher Workday

Late Start/Collaboration

First Day of Classes/ Last Day of School

Holidays

Conferences

Weather Make Up

Winter/Spring Breaks

February '24

SMTWTFSS

123

45678910

11121314151617

18192021222324

2526272829

September '23

SMTWTFSS

12

3456789

10111213141516

17181920212223

24252627282930

Aug. 28 - 30: Teacher Work Day/ PLID

Aug 31 - Sept 1: Launch Conferences

September 4: Labor Day

September 5: First Day of Classes (1st through 12th)

September 6: First Day of Kindergarten (A/B Rotation)

September 12: First Day of All Kindergarten Together

September 25: First Day for School Day Preschool (PK)

September 26: First Day for AM/PM & CIP PK

October '23

SMTWTFSS

1234567

891011121314

15161718192021

22232425262728

293031

November '23

SMTWTFSS

1234

567891011

12131415161718

19202122232425

2627282930

December '23

SMTWTFSS

12

3456789

10111213141516

17181920212223

24252627282930

January '24

SMTWTFSS

123456

78910111213

14151617181920

21222324252627

28293031

March '24

SMTWTFSS

12

3456789

10111213141516

17181920212223

24252627282930

31

April '24

SMTWTFSS

123456

78910111213

14151617181920

21222324252627

282930

May '24

SMTWTFSS

1234

567891011

12131415161718

19202122232425

262728293031

June '24

SMTWTFSS

1

2345678

9101112131415

16171819202122

23242526272829

30

# School Days

Aug1

Sept20

Oct21

Nov18

Dec16

Jan17

Feb18

Mar20

Apr17

May22

June10

TOTAL180

## ADDENDUM D-3: CALENDARS

### 2024-2025 SCHOOL YEAR

2024-2025						
August '24						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
September '24						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
October '24						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
November '24						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
December '24						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
January '25						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
February '25						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
March '25						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
April '25						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
May '25						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
June '25						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**Professional Learning Improvement Day (PLID)**

**Teacher Workday**

**Late Start/Collaboration**

**First Day of Classes/ Last Day of School**

**Holidays**

**Conferences**

**Weather Make Up**

**Winter/Spring Breaks**

Aug. 26-28: Teacher Work Day/ PLID

September 29-30: Launch Conferences

September 2: Labor Day

September 3: First Day of Classes (1st through 12th)

September 4: First Day of Kindergarten (A/B Rotation)

September 10: First Day of All Kindergarten Together

September 23: First Day for School Day Preschool (PK)

September 24: First Day for AM/PM & CIP PK

October 11: PLID

November 11: Veterans Day

November 27-29: Thanksgiving Break

Dec 23-Jan 3: Winter Break

Jan 16-17: Elementary Progress Conferences

Jan 20: MLK Day

Jan. 31: Semester Break-Day / Non-Student Day

Feb. 14: PLID

Feb. 17: President's Day

Feb. 18: Snow Make-Up / Non Student Day

March 14: Snow Make-Up / Non Student Day

April 7-11: Spring Break

May 23: Snow Make-Up / Non Student Day

May 26: Memorial Day

June 11: Last Day for AM/PM & CIP PK

June 13: Last Day for School Day PK

June 17: Last Day of School

June 19: Juneteenth

**# School Days**

Aug	2
Sept	20
Oct	22
Nov	17
Dec	15
Jan	18
Feb	17
Mar	20
Apr	17
May	20
June	12
<b>TOTAL</b>	<b>180</b>

## ADDENDUM D-4: EMPLOYMENT DATES

### DATES OF EMPLOYMENT 2022-23 EDUCATIONAL SUPPORT SPECIALIST

Updated 8/16/2022

Number of Days:	191	194	198	200	200	211
Job Titles:	ECEAP Family Support STEM Career & College Language Specialist Bilingual Specialist Interpreter Itinerant Interpreter Truancy Liaison Licensed Nurses/LPN	Classified Registered Nurse School Academic Support Student Support Specialist School Community Facilitation Specialist	Family Mental Health Therapist	School Community Specialist Homeless Community Specialist	Campus Safety Specialist	Liaison Homeless Program
Start Date:	August 31, 2022 One day before the School Year Launch	August 26, 2022 Four days before the first School Year Launch	August 24, 2022 Six days before the School Year Launch	August 25, 2022 Five days before School Year Launch	August 22, 2022 Eight days before School Year Launch	August 17, 2022 Eleven days before School Launch
End Date*:	June 16, 2023* Work last day of school Full workday	June 16, 2023* Work last day of school Full workday	June 20, 2023* Two days after the last day of school	June 23, 2023 Five days after the last day of school	June 20, 2023 Two days after the last day of school	June 30, 2023* Ten days after the last day of school

	191	211
Job Titles:	Paraeducator Special Programs Special Ed Title/LAP	Media Transcriber, Visually Impaired
Start Date:	August 31, 2022 One day before School Launch	August 16, 2022 Twelve days before School Launch
End Date*:	June 16, 2023* Work the last day of school – Full workday	June 29, 2023* Nine days after the last day of school

Number of Days:	193
Job Title:	Activity Leader Site Director
Start Date:	August 30, 2022 Two days before the School Launch
End Date*:	June 19, 2022* One day after the last day of school

	191	198	211	222
Job Titles	Achievement Gap Intervention Specialist Gear Up Program Liaison Special Ed COTA Career Specialist SVL Support Specialist Student support Services Intervention Specialist Career Specialist Physical Therapy Assistant	Specialist ELD Program	Student Support Services Specialist Event Services Specialist	Volunteer Specialist Audit/Technical Assistant Communication Specialist
Start Date:	August 31, 2022 One day before School Launch	August 24, 2022 Six days before School Launch	August 17, 2022 Eleven days before School Launch	August 02, 2022 Twenty-two days before School Launch
End Date*:	June 16, 2023* Work the last day of school – Full workday	June 20, 2023* Two days after the last day of school	June 30, 2023* Ten days after the last day of school	June 30, 2023* Ten days after the last day of school

## ADDENDUM E – PARAEDUCATOR CERTIFICATION MOU

The District and Association agree to the following MOU. The parties will reconvene in the event the law or regulations related to the paraeducator Certification are altered or changed.

- A. The District will create a committee to help review and further develop this training to include practicing District paraeducators and other affected employee groups (see list).
  - 1. The Committee will have equal numbers of District and Association appointed members.
  - 2. The Association president will appoint the Association members of the committee.
- B. Employees, regardless of hours worked, classified by the District on the S275 shall be required to complete the following training as outlined in state law and when funding is available.
  - 1. **Fundamental Course of Study (FCS)** – twenty-eight (28) hours of training that covers paraeducator standards of practice.
    - a. For Paraeducators hired on or before September 1, 2022 Districts must provide the first two (2) days (fourteen [14] hours) of FCS training by September 30<sup>th</sup>. Districts must provide the second two days of training within six (6) months of the paraeducator's hire day.
    - b. For paraeducators hired after September 1, 2022, the District must provide the first two (2) days (fourteen [14] hours) of FCS training within six (6) months of the date of hire, or by September 1, 2023.
    - c. Seven (7) of these hours must occur in person. Employees who are unable to attend a scheduled training can attend additional dates for that section of training. The District will give seventy-two (72) hours of notice if cancelling an in-person class.
    - d. Employees may choose to complete this training during the workday or outside of the workday.
      - i. Employees choosing to complete this training during the workday will need to use time provided in the two (2) days before school, conference days, or during collaboration time.
      - ii. Employees choosing to complete this work outside the workday will be paid their hourly rate. This pay is additional compensation and is not deducted from employee TRI balances.
    - e. The District is responsible for providing this training.

2. **General Paraeducator Certificate** – Seventy (70) additional clock hours, beyond the twenty-eight (28) completed for the FCS, to help improve instructional practices.
  - a. Fourteen (14) hours of training towards the General Paraeducator Certification is required each school year after the employee has completed the FCS.
    - i. If the legislature funds additional hours beyond the fourteen (14) then required hours will match the new legislative funded hours.
  - b. Employees may choose to complete this training during the workday or outside the workday.
    - i. Employees choosing to complete this training during the workday will need to use time provided in the two (2) days before school, during conference days, or during collaboration time.
    - ii. Employees choosing to complete this work outside the workday will be paid their hourly rate. This pay is additional compensation and is not deducted from employee TRI balances.
  - c. Clock hours earned to obtain this certification must be from an approved OSPI providers.

3. **Subject Matter Certification** –

- a. As part of the seventy (70) hours to achieve the General Para Certification, employees can take twenty (20) hours in a specific area of certification.
  - i. Currently those two areas are Special Education and Multilingual Learners.
- b. This certification cannot be earned until the Fundamental Course of Study is completed.
- c. Subject Matter Certifications are only valid for five (5) years, at which time it would need to be renewed.

4. **Advanced Certification**

- a. Employees earning this optional certification must have already completed the General Certificate plus seventy-five (75) hours of additional professional development.

- b. Advanced certification expires after five (5) years.
  - c. Employees earning this certification must meet the following qualifications:
    - i. Assist in high impact classes
    - ii. Support specialized instruction
    - iii. Mentor other paraeducators
    - iv. Act as a short-term emergency substitute teacher. Substitute opportunities will follow normal District substitute hiring practices.
- C. Each employee, regardless of number of hours worked, shall be required to complete the fourteen (14) hours of Fundamental Course of Study coursework. This includes all classified school district employees who work under the supervision of a certificated or licensed staff member from grades Kindergarten to grade twelve (12), to support and assist in providing instructional and other services to students and their families. These currently include:

ITINERANT PARAED STUDENT SERVICES  
 PARAEDUCTOR BASIC EDUCATION  
 PARAEDUCATOR DEAF/HH SPEC ED  
 PARAEDUCATOR MEDIA TRANSCRIBER  
 PARAEDUCATOR PRESCHOOL/ECEAP  
 PARAEDUCATOR SPED – BI  
 PARAEDUCATOR SPED – DI  
 PARAEDUCATOR SPED – MH/OH  
 PARAEDUCTOR SPED – VISION  
 PARAEDUCATOR SPED – DI ABLE  
 PARAEDCUATOR SPED – ITINERANT  
 PARAEDUCATOR TITLE I/LAP EL  
 PARAEDUCATOR SPED – RESOURCE  
 STUDENT ACADEMIC PARAEDUCATOR  
 STUDENT PARAEDUCATOR  
 STUDENT PARAEDUCATOR 504  
 PARAEDUCATOR, SACRED HEART  
 PARAEDUCATOR TUTOR INDIAN ED  
 TRANSITION LIFE SKILLS COACH

- D. Trainings shall be offered following the five (5) standards of practice defined by PESB as:
  - 1. Supporting instructional opportunities
  - 2. Demonstrating professional and ethical practices

3. Supporting a positive and safe learning environment
  4. Communicating effectively and participating in the team process; and
  5. Demonstrating cultural competency
- E. A training schedule will be provided by the District to include multiple dates and times such as: inclusive of the employee workday, afterschool, PLID, Summer Institute, and Conference weeks.
  - F. Employees who are unable to attend a scheduled training can attend additional dates for that section of training.
  - G. Employees shall be paid at their hourly rate of pay if the trainings occur outside of their normal workday or in excess of their normal workday.
  - H. If the employee wishes to seek the required training by means outside of the District, the employee will be provided information for submission of their completed training hours to the District.
  - I. The District and Association will address the following items at the Educational Support Specialists Leadership Team meeting: How to address make up for classes for those who miss trainings, how new hires are trained, and the methods the District will use to track employees' progress in completing the fourteen (14) hours of training.

## ADDENDUM F – PARAEDUCATOR RELOCATION CLASS SIZE RATIOS

Should at any time the class size fall below the students ratio as outline in the certificated CBA, section 31, Special Education Workload (below), paraeducator(s) may be temporarily relocated to support the building's needs.

Preschool	Comprehensive Intervention Program	<ul style="list-style-type: none"> <li>Should on any given day the class size fall below five (5) students, one (1) paraeducator may be temporarily reallocated.</li> <li>To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</li> </ul>
	AM/PM-Inclusion Model	<ul style="list-style-type: none"> <li>Should on any given day the class size fall below ten (10) students per session, one (1) paraeducator may be temporarily reallocated.</li> <li>To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</li> </ul>
Elementary	Designed Instruction (DI)	<ul style="list-style-type: none"> <li><u>Primary classrooms:</u> Should on any given day the class size fall below five (5) students, one (1) paraeducator may be temporarily reallocated.</li> <li>To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</li> <li><u>Intermediate classrooms:</u> Should on any given day the class size fall below six (6) students, one (1) paraeducator may be temporarily reallocated.</li> <li>To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</li> </ul>

Elementary - Continued		
	Self-Contained ABLE	<ul style="list-style-type: none"> <li>• Should on any given day the class size fall below five (5) students, up to two (2) paraeducators may be temporarily reallocated.</li> <li>• To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</li> </ul>
	Behavior Intervention	<ul style="list-style-type: none"> <li>• <u>Primary classrooms:</u> Should on any given day the class size fall below five (5) students, one (1) paraeducator may be temporarily reallocated.</li> <li>• To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</li> <li>• <u>Intermediate classrooms:</u> Should on any given day the class size fall below five (5) students, one (1) paraeducator may be temporarily reallocated.</li> <li>• To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</li> </ul>
	Comprehensive intervention Program (CIP)	<ul style="list-style-type: none"> <li>• The only time a paraeducator may be temporarily reallocated from CIP is if the number of staff is greater than the number of students.</li> </ul>
Secondary		
	Designed Instruction (DI)	<ul style="list-style-type: none"> <li>• Should on any given day, the class size fall below six (6) students, one (1) paraeducator may be temporarily reallocated.</li> <li>• To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</li> </ul>
	Self-Contained (ABLE)	<ul style="list-style-type: none"> <li>• Should on any given day the class size fall below five (5) students, up to two (2) paraeducators may be temporarily reallocated.</li> </ul>

Secondary - Continued		<ul style="list-style-type: none"> <li>To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</li> </ul>
	Behavior Intervention (BI)	<ul style="list-style-type: none"> <li>Should on any given day the class size fall below six (6) students, one (1) paraeducator may be temporarily reallocated.</li> <li>To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</li> </ul>
	Comprehensive Intervention Program (CIP)	<ul style="list-style-type: none"> <li>The only time a paraeducator may be temporarily reallocated from CIP is if the number of staff is greater than the number of students.</li> </ul>

## ADDENDUM G – 10-MONTH MENTAL HEALTH THERAPIST MOU



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SPOKANE SCHOOL DISTRICT  
AND  
THE SPOKANE EDUCATION ASSOCIATION  
REPRESENTING  
FAMILY MENTAL HEALTH THERAPISTS

The District and the Association agree to the following Memorandum of Understanding (MOU) regarding the creation of 10-month Family Mental Health Therapist positions and the transition of current employees to the new positions. The decision to create the 10-month position option is due to employee interest and has not been made for financial reasons.

Both the District and Association agree that in the spring of 2019, this option will be offered to all current Family Mental Health Therapists. Up to half of the current positions can be 10-month positions. There must be at least one 12-month position for every 10-month position. After this initial offering of the positions, it shall be up to the District to post 10-month or 12-month positions. Existing contract language shall apply to any future postings.

Any 10-month position shall begin during the 2019-20 school year. The first summer that an employee would not work would be 2020. They shall be 198-day employees.

### **Meeting for All Mental Health Therapists and Process for Applying**

The District shall share information about the new 10-month position at a regularly scheduled Mental Health Therapist meeting. SEA representatives shall be invited. Topics to be covered at this meeting shall include, but not be limited to, the process for applying for one of the positions, an explanation of how pay is spread out over 12 months, vacation, how moving to a 10-month position may impact retirement and benefits, the 10-month calendar, as well as the expectations of accepting a 10-month position. At such a meeting, the District shall also explain how and when employees shall close cases and/or transition them to a colleague who is working during the summer.

After the meeting, the District shall offer the 10-month option to all current Family Mental Health Therapists. Employees shall be able to submit their names via email to Katie Ridenhour for consideration, no later than 5 working days following the meeting. If more employees request to be reassigned to a 10-month position, than the number of positions available, seniority shall be used to determine who shall get the positions. No employee will be forced to take a 10-month position.

Anyone who requests to go to a 10-month position shall be officially resigning from their 12-month position. By resigning the employee would not lose existing seniority. Employees selected for a 10-month position will also be provided an offer letter in which they will need to sign in order to officially accept a 10-month position. If an employee wishes to return to a 12-month position they may apply to a 12-month position when a vacancy arises, consistent with the assignment and transfer provisions of the Collective Bargaining Agreement.

### **Working Conditions**

The work year for the new 10-month positions shall begin six (6) days prior to the start of the student year and shall end two (2) days after the last day of school for students.

Non-twelve-month employee vacation leave language shall apply to these new positions (page 103 of the current contract).

10-month Mental Health Therapists shall be eligible for the non-twelve-month stipend (page 109).

Only one job title shall exist; therefore, only one seniority list would be maintained.

For the purposes of reassignment, an employee's work year will not be impacted through the reassignment process.

### **Transition of Students for the Summer and Summer Work**

All Mental Health Therapists will work to close or "pause" cases by the end of the school year. This may include any "transfer up" students going to a new level of education (elementary to middle or middle to high school).

By the end of April, Mental Health Therapists and Supervisors will review caseload and collaboratively develop a plan to manage the caseload over the summer. A summer transition plan with expectations will be shared.

By May 15, Supervisors shall assign student summer caseloads from the 10-month therapists to 12-month therapists. Decisions regarding reassignment of caseload shall not be made in an arbitrary, capricious or retaliatory manner. When reassigning clients, the following factors shall be considered:

- Travel time, school location and proximity
- Experience with the client population
- Experience with client age range
- Severity, intensity and frequency of symptom expression
- 12-month therapist's caseload
- Equity in caseload

If a 12-month therapist has concerns with their summer caseload/workload, they will bring the concern to their Supervisor or the Program Director, if the Supervisor is not available.

In May, at a regularly scheduled Mental Health Therapist meeting, therapists shall be provided an opportunity to meet to discuss cases that are being transferred to a different therapist.

During the summer, 12-month therapists shall have access to 10-month therapist's neighborhood school and office to facilitate services for the students they are serving during the summer months. 12-month therapists shall maintain their original supervisor for their entire caseload in the summer.

For services during the summer months, the service plan and staffing will determine the modality(s) of service (i.e. Individual, group, family sessions).

The District and the Association agree to this language for the 2019-20 school year, unless both parties mutually agree to amend this MOU.