

September 1, 2009 to August 31, 2012

# Collective Bargaining AGREEMENT

*between*

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

*representing*



Spokane Public Schools  
*excellence for everyone*

**Educational Support Specialist**



*Partners in Building Spokane's Future*

## TABLE OF CONTENTS

PREAMBLE .....	3
ARTICLE I - ADMINISTRATION .....	5
Section 1 - Recognition .....	5
Section 2 - Conformity to Law .....	6
Section 3 - Distribution of the Agreement .....	6
Section 4 - Nondiscrimination .....	7
Section 5 - Labor/Management Meetings .....	7
Section 6 - Charter Agreement for Variances .....	7
ARTICLE II - BUSINESS .....	8
Section 1 - Dues Deduction .....	8
Section 2 - Management Rights .....	8
Section 3 - Association Rights .....	8
Section 4 - No Strike/No Lockout .....	10
ARTICLE III - PERSONNEL .....	11
Section 1 - Job Descriptions and Classification .....	11
Section 2 - Meal Breaks .....	11
Section 3 - Rest Break .....	11
Section 4 - Vacation .....	11
Section 5 - Non Twelve Month Employee Vacation Leave .....	12
Section 6 - Holidays .....	13
Section 7 - Layoff and Recall .....	13
Section 8 - Conference Procedures .....	14
Section 9 - Progressive Discipline .....	14
Section 10 - Personnel Files .....	15
Section 11 - Assignments and Transfers .....	16
Section 12 - Seniority .....	21
Section 13 - Employee Protection .....	21
Section 14 - Overtime and Compensatory Time .....	24
Section 15 - Identification Cards and Restitution .....	24
Section 16 - Employee Evaluation .....	25
Section 17 - Probation .....	25
Section 18 - Site Based Decision Making .....	25
Section 19 - Mentor Program .....	26
Section 20 - Summer Employees .....	26
Section 21 - Summer Mail Delivery .....	26
Section 22 - Safe Work Sites .....	26
Section 23 - In-Service Training .....	27
Section 24 - Student Workplace Training Opportunities .....	28
Section 25 - Mileage Allowance/Use of Personal Vehicles .....	28
Section 26 - Association Meetings .....	28
Section 27 - Joint Committee on School Calendar .....	29
Section 28 - Job Descriptions Task Force .....	29
Section 29 - Educational Support Specialist Leadership Team .....	29
Section 30 - Grant Applications .....	29
Section 31 - Student Health Needs .....	29
Section 32 - Volunteer Opportunities .....	29
ARTICLE III. A. - STUDENT ASSISTANCE/NURSING SPECIALISTS/TRUANCY LIAISON .....	31
Section 1 - Work Hours and Working Regulations .....	31
Section 2 - Employee Facilities .....	31
Section 3 - Home Visits/Transporting Students .....	32
Section 4 - Program Materials .....	32
ARTICLE III. B. - INTERPRETERS/BILINGUAL SPECIALISTS .....	33
Section 1 - Length of Workday .....	33
Section 2 - Facilities .....	33

Section 3 - Workload .....	33
Section 4 - Supplies and Materials .....	33
ARTICLE III. C. - DISTRICT RESOURCE OFFICERS (DRO) .....	34
Section 1 - Work Year .....	34
Section 2 - Work Hours and Working Regulations .....	34
Section 3 - Summer Hours .....	35
Section 4 - Protective Clothing .....	35
Section 5 - Clothing Allotment .....	35
Section 6 - District-Provided Vehicle .....	35
Section 7 - License Fees .....	35
Section 8 - Providing Back Up and Coverage .....	36
Section 9 - Report Writing .....	36
Section 10 - Facilities .....	36
Section 11 - Assignment Of District DROs .....	36
Section 12 - Training Fund .....	37
ARTICLE III. D. - FAMILY RESOURCE SPECIALISTS .....	37
Section 1 - Work Hours and Working Regulations .....	37
Section 2 - Facilities .....	37
ARTICLE IV - LEAVES .....	39
Section 1 - Sick, Family, and Injury Leave .....	39
Section 2 - Family Care Leave .....	40
Section 3 - Maternity Leave .....	40
Section 4 - Child Rearing Leave .....	41
Section 5 - Parenting Leave .....	41
Section 6 - Temporary Absence .....	41
Section 7 - Bereavement Leave .....	41
Section 8 - Family and Medical Leave .....	41
Section 9 - Military Leave .....	41
Section 10 - Public Service Leave .....	42
Section 11 - Community Service Leave .....	42
Section 12 - Jury Service .....	42
Section 13 - Subpoena Leave .....	42
Section 14 - General Leaves of Absence .....	42
Section 15 - Education Leaves .....	43
Section 16 - Temporary Closure .....	43
Section 17 - Shared Leave Pooling .....	43
ARTICLE V - SALARY AND BENEFITS .....	44
Section 1 - Salary Schedule .....	44
Section 2 - Skills Stipends .....	45
Section 3 - Benefits .....	46
ARTICLE VI - SETTLEMENT OF GRIEVANCES .....	48
Section 1 - Definitions .....	48
Section 2 - Time Limits .....	48
Section 3 - No Reprisals .....	48
Section 4 - Submission of Grievances .....	49
Section 5 - Grievance Processing Steps .....	49
Section 6 - Selection of the Arbitrator .....	50
Section 7 - Costs .....	50
ARTICLE VII - DURATION AND SIGNATORY PROVISION .....	51
ADDENDUM A - SALARY SCHEDULES .....	52
ADDENDUM B - NONCOMPULSORY WORKDAYS AND TRI DAYS .....	55
ADDENDUM C - FAMILY AND MEDICAL LEAVE .....	57
ADDENDUM D - SCHOOL CALENDAR .....	59
ADDENDUM E - PRESCRIBED CONSEQUENCES FOR STUDENT BEHAVIOR .....	60

## 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 educators, students, and parents 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 staff, parents, administrators, and students. The focus of site-based decision-making is on the fundamental issues of school improvement.

- **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.

Our mutual commitment to work collaboratively does not change the fundamental roles and responsibilities assumed by both the District and the Association. The District understands that it is the responsibility of the Union to advocate for its members and to ensure that the rights of individual members are protected for the benefit of all members. The Association understands that it is the District's responsibility to address the issues of the larger community of educators, students, and parents and to ensure that the work of the District is driven by the mission, philosophy, and goals established by the Board of Directors in accordance with State rules and regulations.

## ARTICLE I - ADMINISTRATION

### Section 1 - Recognition

- A. Spokane School District No. 81, hereinafter referred to as the "District," recognizes the Spokane Education Association, hereinafter referred to as the "Union," or the "Association" as the exclusive bargaining representative for all non-supervisory employees employed by the District in specialist positions.
  
- B. The bargaining unit shall consist of all full-time and part-time employees except those with supervisory duties, in the following programs and classifications:
  - 1. Student Assistance Program
    - a. Student Assistance Specialists
    - b. Community Truancy Center Managers
    - c. Truancy Liaison
  
  - 2. Interpreter Program
    - a. Interpreters of the Deaf/Hard of Hearing
    - b. Bilingual Specialists
  
  - 3. Security Program
    - a. District Educational District Resource Officers Specialists
    - b. School Educational Security Specialists
    - c. Lead Security Specialist
  
  - 4. Nursing Program
    - a. Non ESA Certified Registered Nurses
    - b. Licensed Practical Nurses
  
  - 5. Alternative Program Specialist
  
- C. 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 and including the following exceptions:
  - 1. Student Assistance Program
    - a. Work which has been traditionally assigned to P-12 ESA Certified counselors in the Certificated bargaining unit
  
  - 2. Interpreter Program
    - a. P-12 Certified teachers in the Certificated bargaining unit
  
  - 3. Security Program
    - a. Uniformed off-duty police officers hired for special events
    - b. All facility use contracts will state when there is a need for security, security specialists will have the first right of refusal

- 4. Nursing Program
  - a. ESA Certified nurses in the Certificated bargaining unit
  - b. Medication aides in the Secretarial/Clerical bargaining unit

- D. The District will keep part-time employees to a minimum.
- E. The term “employee” when used hereinafter in the Agreement shall refer to bargaining unit employees, as listed in B. 1-4 of this section, represented by the Association.
- F. The term “program” when used hereinafter in the Agreement shall refer to the various educational support specialist areas represented by the Association.
- G. The term “classification” when used hereinafter in the Agreement shall refer to the various position titles held by educational specialist employees represented by the Spokane Education Association.
- H. This Agreement shall supersede any District rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

## **Section 2 - Conformity to Law**

- A. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement or any application of this Agreement shall 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 PERC (Public Employment Relations Commission) 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 a 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. The Employer and the Association shall enter into negotiations within ten working days for the purpose of arriving at a mutually satisfactory replacement or deletion of the specific section(s) or provision(s).

## **Section 3 - Distribution of the Agreement**

- A. Following the completion of writing contract language, the District shall print enough copies of this Agreement for each employee and the Association will accept the Agreement on behalf of the employees and will be responsible for distribution of a copy to each employee. Additional copies shall be provided 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. In order to insure that all employees obtain a copy of this Agreement, the Human Resources Department shall provide the Association with a monthly updated list of new employees and their assignments.

#### **Section 4 - Nondiscrimination**

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, sexual orientation including gender expression or gender identity, honorably discharged veteran or military status. The private and personal life of any employee is not within the appropriate concern or attention of the District unless it adversely affects the employee's work or working relations with others, or has a negative impact on the educational atmosphere of the individual building or District. 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.

#### **Section 5 - Labor/Management Meetings**

The District and the Association shall conduct regular Labor/Management meetings for the purpose of resolving problems that may arise relative to the administration of this Agreement. The Superintendent and/or designee and the Association President and/or designee shall be in attendance at these meetings. Additional representatives of either party may be in attendance if the other party is in agreement. Additional meetings may be scheduled upon the request of either party.

#### **Section 6 - Charter Agreement for Variances**

Any site wishing to apply for a site variance from the negotiated agreement, District policy and/or state law, must have a minimum of a ninety percent (90%) favorable vote of the SEA members who work at the site before the variance request can be considered. The variance must align with the School Improvement Plan (SIP) and utilize an agreed upon decision-making process.

## **ARTICLE II - BUSINESS**

### **Section 1 - Dues Deduction**

- A. All members of this bargaining unit shall, as a condition of employment, be a member of the Association or pay a representation fee (agency fee) equal to the dues of the Association. It shall be a further condition of employment that all new employees covered by this Agreement hired on or after its effective date shall either be Union members or become Union members within thirty (30) days after employment. In the event a worker fails to maintain his/her membership in accordance with this Section, the Union shall notify the Employer in writing and such notice shall constitute a request to the Employer to warn the employee that if he/she does not become a member in good standing in the Union within ten (10) working days, discharge proceedings against the employee will be commenced. Failure of the employee to respond to that notice by joining the Union shall result in discharge.
- B. The District agrees to deduct Union membership dues once each monthly pay period from the pay of those employees who individually authorize in writing that such deductions be made. The amount to be deducted shall be one percent (1%) of the employee's monthly salary plus a fixed dollar amount for each member and shall be certified in writing to the District by a designee certified by the President of the Association. The aggregate deductions of all members shall be remitted together with an itemized statement to the designee of the Association after such deductions have been made. Such deductions shall be remitted to the Association within ten (10) working days of the normal payroll issue date. In the event of a change in the amount to be deducted, and in accordance with the above provision, the Association shall notify the District of such change by the tenth of the month in which the change would take place.
- C. The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of 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 2 - Management Rights**

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. The foregoing enumerated functions of the Board shall not be deemed to exclude other functions of the Board not specifically set forth.

### **Section 3 - Association Rights**

- A. The Association has the right and responsibility to represent the interests of employees in the unit, to present its views to the District on matters of concern, and to enter collective negotiations with the object of reaching agreement applicable to all employees within the bargaining unit.
- B. Representatives of the Association shall have access to District premises during business hours; provided that no conference or meeting between employees and the Association representatives will in any way hamper or obstruct the normal flow of work. SEA representatives will follow District policies and procedures and state regulations when visiting schools.

- C. The District will provide the Association with the use of the District inter school 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 RCW 42.17.130. Courtesy copies will be made available to the building principal at the time of distribution. The Association will provide to the District thirty copies of Association communications for distribution at the discretion of the District.
- 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; no electioneering of political offices outside of internal Association positions;
  - 5. Recreational and social affairs of the Association; and
  - 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. Upon request, the President of the Association will be granted a leave of absence for the school year in which he/she is President. The Association will reimburse the District for the salary and fringe benefits of the President at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave. 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 School District. 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 position previously assigned, provided that the position has not been changed or eliminated. In the event the position has been changed or eliminated a mutually agreed upon position will be provided.
- F. The District shall provide to the Association an aggregate of two hundred fifty (250) total days for all bargaining units represented by the Union each school year for the purpose of Association leave. Use of such leave shall be approved by the President of the Association. The Association shall provide the full salary costs for the employee's absence when substitutes are required. Release time for WEA board members, NEA board members, and arbitration witness shall not be counted against this leave total. The District will provide substitute time for all joint committee meetings that meet during the workday. Substitute time for joint committees will not be counted against SEA leave days. The District will provide substitute time for all joint committees as needed. Prior to the establishment of any joint committees, the District and the SEA will agree as to the numbers and make-up of the joint committees. All joint committees will strive to minimize impact on school activities by scheduling meetings outside of the school day.
- G. Employees who hold a position within the Union that necessitates attending meetings shall have the right to adjust their workday to guarantee the ability to attend the meeting while still maintaining their normal number of work hours. This would be limited to five (5) individuals at any one time.

- H. 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.
- I. The Association's Representative Council can approve mid year contract changes after open meetings of the bargaining unit involved.

**Section 4 - No Strike/No Lockout**

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

## ARTICLE III - PERSONNEL

### Section 1 - Job Descriptions and Classification

- A. Job descriptions for all positions subject to this Agreement will be developed by the District and made available for each employee. Such job descriptions shall not describe any job in terms of responsibilities that rightfully belong within another bargaining unit. Any represented employee may submit written recommendations regarding job descriptions to his/her supervisor. No changes in job descriptions shall be made without good faith consultation with the Union addressing the District's perceived need for the change and suggested alternatives. Any changes in qualifications required in job descriptions shall apply to only employees not currently in those positions.
- B. Employees working under this Agreement shall be assigned work only in this bargaining unit. Should a condition arise that endangers life or property employees may be assigned to work temporarily in another bargaining unit.
- C. In the event a new classification is established, the applicable wage rate shall be fixed by the negotiation process. Once the rate is established 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 classification.
- D. The School District shall retain the sole right of selection of employees new to the District.

### Section 2 - Meal Breaks

Except in cases of an emergency, an employee shall not be required to work in excess of five (5) consecutive hours without a thirty (30) minute meal period; employees working three (3) hours or more past the normal work shift shall be allowed one (1) thirty (30) minute meal break during the overtime period.

### Section 3 - Rest Break

All employees working an eight (8) hour daily shift shall have one (1) fifteen (15) minute compensable rest break during the mid-part of the first four (4) hours of the work shift at a time to be designated by the Union member responsible for the worksite and shall have one (1) fifteen (15) minute compensable rest break during the mid-part of the second four (4) hours of the work shift at a time designated by the same person indicated above.

### Section 4 - Vacation

Twelve-month employees:

1. Twelve month employees shall earn vacation monthly on a pro rata basis.

<u>Years of Service</u>	<u>Vacation Eligibility</u>
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 - 15.4 hrs./mo.	23 days or 185 hours

In addition to the above noted vacation days each employee will be granted an additional three non-restricted vacation leave days annually. These days are separate from regular vacation days, can be accumulated up to a total of five (5) and will be front loaded each year. Three (3) non-restricted vacation leave days may be taken for which no reason need be given. The employee is not required to state the reasons for the request to take such leave days. These leave days are separate from sick, injury, and emergency leave days.

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.

Employees who elect to not utilize these days may elect to cash out days as provided in number 4 below. These days are prorated for a partial year worked.

2. Any terminated employee will receive prorated vacation pay on their last warrant.
3. 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. Employees requesting vacations during periods of student days shall be limited to a total of 10% of the bargaining unit at any one time. Selection shall be on seniority basis as long as the requests have been submitted at least thirty days in advance. If requests are not submitted at least thirty days in advance, requests shall be granted on a first-come, first-served basis up to the limit.
4. Employees may carry over up to one half of their earned regular vacation and up to two (2) days of non-restricted vacation days each year. Additional vacation may be accumulated if an employee is requested in writing to defer his/her vacation because of work schedules. In any year an employee may choose to sell back up to three (3) days of non-restricted vacation at the true per diem rate so long as in the last two years of employment the maximum total vacation days for cash out purposes does not exceed thirty (30).

## **Section 5 - Non twelve Month Employee Vacation Leave**

Two vacation leave days will be granted each year. These days can be accumulated to a total of five (5). Vacation leave days may be taken and the employee is not required to state the reasons for taking such leave days. These leave days are separate from sick, injury, and emergency leave days.

Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days for which no reason need be given, subject to supervisor approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.

Employees who elect to not utilize these days will receive an amount equal to one day's pay for each unused day. These days are prorated for a partial year worked. Three (3) days are eligible for sell back.

Non-twelve month employees will earn a salary increment stipend. See Article V Section 2 Stipends for details.

## **Section 6 - Holidays**

- A. Twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day and Independence Day.
- B. Non-twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, and Memorial Day.
- 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 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. Employees who are requested to work on the above described holidays shall receive twice their base rate for all hours worked on such holidays. The employee at his/her option has the right to take compensatory time at the rate it was earned instead of pay. Employees will not be required to work on Labor Day except in emergency situations.
- F. If a holiday lands on a planned vacation day, the employee will not be charged a vacation day.

## **Section 7 - Layoff and Recall**

- A. If it should become necessary for the District to reduce the work force, the number of positions that are to be retained in each job title shall be determined by the District. Seniority shall prevail for determining such layoffs. For the purpose of this section, seniority ties shall be broken by a coin toss. Seniority for the purpose of this Section shall mean that such layoffs shall start with the last person hired and proceed up the list in order of hiring date.
- B. Should the work force again be increased, the employees will be called back in the reverse order in which they were laid off to any position within their department that is equal to or less than the salary level from which they were laid off and had served in successfully for more than sixty (60) working days or meets the minimal qualifications listed in the job description comments at the time of the layoff. Seniority earned before the layoff will not be forfeited when an employee returns on recall except as specified in the paragraph D below.
- C. Employees who have been identified for layoff may access vacant represented positions in other classifications within their program on a seniority basis where there are no employees in a laid off state. The determination of the employee's qualifications to access the vacant position will be by the District evaluation of the employee's qualifications against the minimal qualifications listed in the job description comments at the time of the layoff.
- D. Laid-off employees may apply for employment in vacant District positions in other programs and in other bargaining units. The District agrees to grant to the laid-off employee preference for interviews for two (2) Association-represented positions if there exist no performance concerns with the laid-off employee who applies. The District shall award the Association represented position to the laid-off employee if:

1. During the hiring process, the District identifies no distinguishable differences among the laid-off employee who interviews for a position according to the terms of this paragraph and other candidates who interview for the subject position.
  2. No law, regulation, contract or other agreement prohibits the award.
- E. Seniority shall terminate after twenty-four (24) consecutive months of continuous unemployment or shall terminate at any time if the employee declines a recall to work. If the employee accepts the recall, the employee will be given two weeks to return to work. In cases of injury on the job or an Employer approved leave of absence, said employee's seniority shall terminate after twenty four (24) consecutive months of continuous unemployment.
- F. It shall be the sole responsibility of the employee to notify the Employer of a change in address. If a certified or registered letter, returned receipt requested, fails to produce a response from the affected employee within seven (7) calendar days of the sending of the letter of recall, then the Employer shall be absolved from any further responsibility to attempt to locate the employee, and that employee's name shall be removed from the recall list.
- G. Unused accumulated sick leave shall be restored to the employee upon his/her return to active employment. Other benefits will be reinstated as appropriate to the position held.

### **Section 8 - Conference Procedures**

Should an employee be requested to attend a meeting by a District official regarding a problem relating to his/her performance or other employee related issue, it is understood that he/she shall be advised of any source of complaints and/or the nature of any discrepancies in his/her work. Such meetings will occur during the employee's regular workday or if outside the regular workday be paid for at the appropriate rate of pay. Each employee should at all times feel free to visit the appropriate School District office and present any such problems which he/she may have.

### **Section 9 - Progressive Discipline**

- A. The District has the right to discipline, suspend, or dismiss for just cause. Prior to instituting progressive discipline steps, the District will have made a reasonable attempt to counsel with the employee and to clarify job expectations. All disciplinary action shall be in accordance with the principles of progressive discipline. Progressive discipline may include: verbal warning, written warning, and written reprimand. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.
- B. No employee shall be disciplined in any form whatsoever without such employee being informed by his/her supervisor of the right to have representation from the Association.
- C. After a supervisor concludes that actions of an employee may be cause for discipline, he/she shall notify the employee of the nature of the concern which has come to his/her attention and allow the employee an opportunity to meet with the supervisor and respond. Such notification must include complainant(s)' name(s). An employee or group of employees shall have the right to be accompanied by a representative of the Association during any such meeting. If, after the investigation is complete the District chooses to discipline the employee, the District may hand deliver the letter of discipline to the employee without calling a special meeting.

- D. An employee shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action and shall have access to the grievance procedure.
- E. After two (2) years from the date of the discipline, during which the employee has not had a recurrence of the behavior cited, the employee may submit a written request that the progressive disciplinary document revert to the next lowest step of progressive discipline. From the date of the request to lower the discipline level of the document, if there has been no reoccurrence, the new level of discipline will be noted as revised and dated on the original document. 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. Two years after the issuance (or dated change) of a verbal warning, the verbal warning will be removed from the supervisor's file upon receipt of a written request from the employee. 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.
- F. The Washington Administrative Code governing acts of unprofessional conduct will be used as the guideline for all employees. In the event the disciplinary action falls under these standards, the two-year provision of this section may not apply.

## **Section 10 - Personnel Files**

- A. Personnel Files:
  - 1. Personnel files are confidential and shall be available for inspection only to the District's management and the individual employee.
  - 2. By prior appointment an employee shall have the opportunity to review the contents of his/her file and copy, at the employee's expense, materials within the file.
  - 3. A review of the personnel file will be supervised by the assistant superintendent of Human Resources or designee(s).
  - 4. The employee may request an additional individual, chosen by the employee, be present for the personnel file review.
  - 5. The employee may work with the assistant superintendent for Human Resources, or designee, to add material to, or delete material from, his/her personnel file. Any material except that material required by statute or placed as a result of disciplinary action, will be removed, if so requested in writing, from the employee's file two (2) years after its initial placement.
  - 6. The employee shall have an opportunity to attach written comments to anything in his/her file.
  - 7. Any derogatory document not provided to an employee within fifteen (15) workdays after receipt shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee having been provided a copy first and been provided the opportunity to attach his/her own comments. Such written response shall become part of the employee's written personnel records.
  - 8. The personnel file is a District file and shall be maintained in the District's Human Resources office.

9. All confidential materials currently in an employee's personnel file will remain except as removed according to the procedure outlined in Paragraph 5 above. Confidential materials can be placed in an employee's personnel file only with the employee's permission.

**B. Supervisor File:**

1. An employee's principal or program supervisor may maintain a supervisory file at his/her work site.
2. The supervisory file is kept for the purpose of containing material pertinent to the employee's performance and for completion of an employee's evaluation(s).
3. The supervisory file will be open for review by the employee upon request of the employee to set a mutually agreeable time, within 24 hours if possible, for such review. The employee may choose to have a representative present. The employee may copy materials from the file at his/her own expense.
4. The supervisor file may be maintained as long as the principal or program supervisor has the responsibility for evaluating the employee's performance at the work site or program. 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. Documentation of counseling sessions will be destroyed after one (1) year and documentation of verbal warnings after two (2) years, provided that no further issues of a similar nature have occurred during that period of time.

**C. Other Materials:**

1. Other materials include confidential files on grievances, discipline, and litigation.
2. These materials 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.
3. These materials will be kept separate from other District files; provided that materials regarding discipline may be placed in the application or screening files and considered in filling vacant positions for a period of three years from the date the incident occurred.

**D. 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 11 - Assignments and Transfers**

- A. No assignment, reassignments, transfers or promotions may occur between programs. Employees may use the vacancy process or the lay-off/recall to obtain positions in other programs.

**B. Definition of Terms:**

1. **ASSIGNMENT:** An individual's current job placement.

2. REASSIGNMENT: A change in assignment within a classification/program, either by request or because of program needs.
3. OPENING: A position that is available to members of a bargaining unit.
4. TRANSFER: Voluntary or involuntary movement of staff.
  - a. INVOLUNTARY TRANSFER: Placement by the District in as similar a position as is feasible within the same program.
  - b. VOLUNTARY TRANSFER: Movement from one position to another within the same pay level.
5. PROMOTION: When an employee changes from one assignment to an assignment whereby the employee receives increased hourly pay within the same program.
6. VACANCY: A position that is available to individuals outside of the program/bargaining unit.

C. Sequence of Assignments and Transfers:

1. Program reassignments
2. Declaration of openings as they become available
3. Placement of employees who have been previously involuntary transferred
4. Placement of new involuntary transfers if there is a need
5. Placement of returns from leave
6. Posting of openings
7. Voluntary transfers
8. Promotions
9. Posting of vacancies outside the program/bargaining unit

D. Building/Program Reassignment Procedure:

1. Program reassignments within a classification/program may be made either by request of the employee or by the supervisor. Employee input will be taken prior to any reassignment.
2. Decisions will not be made in an arbitrary or capricious manner.

E. Declaration Of Openings Procedures: The District will identify all known openings by classification as they occur throughout the year.

F. Placement Of Employees Who Are On Involuntary Transfer Status From Prior Years Procedure:

1. The District will generate a list of those who are under involuntary transfer status from prior years.
2. Based on known available openings, employees will be offered transfers back to their original classification.

G. Involuntary Transfer Procedures:

1. Prior to any involuntary transfers occurring, the District will identify the job classifications and number of staff needing to be relocated.
2. Employees identified for involuntary transfer will be least senior in the job classification identified as needing to reduce the workforce.
3. All identified surplus staff will be ranked from most to least senior within the job classification.
4. In an attempt to prevent involuntary transfers, the District will seek volunteers from the identified job classification to take the place of those identified for involuntary transfer. For purpose of selecting a new assignment, volunteers will assume the seniority ranking of the employee they are replacing. When an individual's turn to select a new position comes up he/she may withdraw his/her offer to volunteer and the originally identified employee will be placed back on the involuntary transfer list.
5. All known open assignments will be listed by job classification.
6. Beginning with the most senior person at the highest pay level to be involuntarily transferred within each job classification, he/she will be allowed to choose an assignment for which they are qualified from the available openings within the program. If there are no openings and the employee's seniority is greater than another employee's at the next lower classification, he/she may displace the least senior person in that classification and program.
7. Involuntarily transferred employees shall suffer no financial loss.
8. Employees who have been involuntarily reassigned to an assignment in which they have no previous experience will not be discharged for performance deficiencies the first (1st) year of their involuntary assignment. Upon request, involuntarily transferred employees will be provided with the necessary help and assistance to learn their new job.
9. No employee will be involuntarily transferred two years in a row.
10. Selection of a site includes agreement with the site's charter and any prior approved variance(s).
11. If the involuntary transfer does not agree to accept the charter and agreed upon variances at any of the available options he/she may be assigned as a regularly employed substitute for the District or be temporarily assigned to a site. The employee will be offered other positions as they become available throughout the year.

H. Returns From Leave Procedure:

1. Employees returning from a leave of absence will be returned to their prior job classification. If their return necessitates the need for involuntary transfers or layoff, the District will follow procedures as established within this agreement.
2. Employees returning from a leave of absence will be offered a choice from as like positions as possible within their program and based on their indicated interest.
3. Agreement to take the leave of absence means the employee is willing to accept the charters and any approved variances in the service area where he/she is placed.

I. Posting Of Openings:

1. All open positions will be posted in a timely manner. A Notice of Position Opening shall be developed and posted on the District website for a minimum of five (5) working days.
2. Copies of the posting will be available upon request from Human Resources.
3. The Notice of Position Opening shall contain all information necessary for an employee to evaluate his/her interest in the position. For example:
  - a. Position location and supervisor;
  - b. Description of responsibilities, qualifications and terms and conditions of employment;
  - c. Identification of existing charter, variances and any other governance documents and where the employee can obtain copies for inspection; and
  - d. Timelines and procedures for filling the position opening.

J. Voluntary Transfer Procedure:

1. Requests for transfer to a different position within the program must be made on a form provided by the District as specific openings become available. 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 the break.
2. The employee selected for transfer must meet qualification requirements for the position.
3. The employee must agree to sign the site charter and any site variances.
4. An opportunity to match the employee to these requirements and to provide the employee with opportunity 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.
5. Should two or more employees meet the requirements listed in I.2-4, the position will be awarded based on seniority.
6. An employee who does not receive an assignment to a specific posted vacancy for which the employee had submitted a specific letter of application during the posting period will, upon request of the employee, be informed of the reasons why he/she did not receive the assignment.

7. An employee who is selected for a voluntary transfer within the same classification will begin the new position on the required start date. A substitute will be placed in the employee's former position, if needed. A permanent replacement will not be hired for the employee's former position until any employees who were interviewed, but were not selected for the new position, have an opportunity to complete the grievance hearing process. The grievant must initiate the process within five (5) working days of being notified by Human Resources that he/she has not been selected for the position.

K. Promotion:

1. Employees may request a promotion within their program to an assignment whereby the employee receives increased hourly pay by completing a promotion form as provided by the District as specific openings become available. 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 the break.
2. The employee selected for transfer must meet qualification requirements for the position and must complete the following steps:
  - a. Become familiar with the specific responsibilities and safety and maintenance procedures that are a part of the position.
  - b. Visit the site and meet with the supervisor/work site administrator to discuss specific site needs.
  - c. Sign charter and any site variances.
3. Should it be determined that two or more employees match the requirements listed in J.2, the position will be awarded based on seniority.
4. An employee who does not receive an assignment to a specific posted vacancy for which the employee had submitted a specific letter of application during the posting period will, upon request of the employee, be informed of the reasons why he/she did not receive the assignment.
5. An employee who is selected for a promotion will begin the new position on the required start date. A substitute will be placed in the employee's former position, if needed. A permanent replacement will not be hired for the employee's former position until any employees who were interviewed, but were not selected for the new position, have an opportunity to complete the grievance hearing process. The grievant must initiate the process within five (5) working days of being notified by Human Resources that he/she has not been selected for the position.

L. Posting Of Vacancies: Positions may be posted within and outside the bargaining unit concurrently to expedite the hiring process. Application files from those outside the bargaining unit will be kept separate from the files of bargaining unit members. No one involved in the interview process will be made aware of whether or not applications exist from outside the unit, or if so, how many or who from outside has applied until after it has been determined that no bargaining unit member qualifies for the position.

M. 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.

- N. 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 work, may be reassigned to another position without the position being posted and without regard to seniority. The employee may be assigned to a position outside of the jurisdiction of the Association without loss of seniority. An employee not represented by the Association may be temporarily assigned (as recommended by the consulting physician) into a represented position without the position being posted and the employee shall not be required to pay a representation fee. Such medical reviews shall not total more than one (1) year.
- O. 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.
- P. Newly hired employees must complete their probationary period prior to requesting a transfer to another location or assignment.

### **Section 12 - Seniority**

- A. Seniority shall be defined as the length of service within the specific District program as a member of the bargaining unit and in accordance with law. 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. In the event that two or more employees have the same seniority date of work, the tie shall be broken as determined by a toss of a coin. The winner being the most senior.
- B. The District will make a seniority list available to employees annually. The list will not include employee social security numbers.
- C. Employees' earned seniority shall not be lost due to illness, authorized leave of absence, or temporary layoff.
- D. An employee shall lose seniority and be deemed to be separated from employment with the District if he or she resigns voluntarily. In the case of an employee who fails to return to work at the end of a leave of absence, the District shall send a certified letter to the employee's last known address, asking for the employee's intentions. If the employee has not responded within ten calendar days after the District sends the letter, the District may proceed with terminating the employee.

### **Section 13 - Employee Protection**

- A. The District shall provide employees with insurance protection covering those employees while engaged in maintenance of order and discipline and the protection of school personnel and students and property thereof. Such insurance protection must include liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while engaged in any supervisory capacity as designated by the District or its representatives. The limit of liability provided under this policy for school employees' personal property is \$100 per employee for each claim.
- B. The District shall provide a safe and healthful working environment for all employees. Conditions which employees consider to be unsafe or hazardous shall immediately report them to their supervisor. All such conditions shall be potential topics for discussion at labor/management meetings.

C. Employees who sustain a personal injury/illness, covered by worker's compensation, in the course of employment will be paid full salary for the period of absence less the amount of the worker's compensation award made for disability due to such injury/illness; such absence shall not be charged to the annual or accumulated illness leave up to a maximum of thirty (30) workdays. 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. After thirty (30) workdays, such absence shall be charged to the annual or accumulated illness leave in the pro rata amount paid by the District.

D. Protection for Automobiles:

1. The District shall reimburse employees for vandalism damage done to an employee's vehicle under the following conditions:
  - a. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the vehicle which has been damaged.
  - b. The vandalism must have occurred while the employee was at a district work site performing district business.
  - c. Reimbursement shall be made per vandalism occurrence in the amount of \$125 or the employee's deductible, whichever is less.
  - d. Any incident initiating a claim for reimbursement for loss must be reported by the employee to the building principal or supervisor and to the District Security department.
  - e. Damage resulting from a collision or damage from another vehicle is not reimbursable.
2. All claims for reimbursement for loss 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.
3. For those employees who have no personal insurance, the District agrees to reimburse up to one-half (1/2) of the loss not to exceed one hundred dollars (\$100).

E. Injury Related Reassignments:

1. Any employee who incurs a compensable injury as a result of performing work for the District and 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 able to work may be reassigned to another position without the position being posted and without regard to seniority. The employee may be assigned to a position outside the jurisdiction of the Association without loss of seniority. An employee not represented by the Association may be temporarily assigned into a represented position without the position being posted and the employee shall not be required to pay a representation fee. The employee will continue to receive all rights, privileges, and protections normally given under this Agreement.
2. The Association will be informed in writing, by way of a copy of the employee's assignment article, 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.

3. If placement of employees not represented by the bargaining unit exceeds 10 percent of the permanent bargaining unit positions, the District will seek concurrence from the Association.
  4. Compensation for employees on rehabilitation shall be determined by the Department of Labor and Industries Loss of Earning Power Standards.
- F. The District agrees that it will include employees as insureds in the District's liability policy.
- G. 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 one hundred dollars (\$100), 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 one hundred dollars (\$100), whichever is less.
- H. For those employees who have no personal insurance, the District agrees to submit the claim(s) to the District's insurance company for consideration.
- I. 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.
- J. An employee should not accept a position that requires working in a building alone unless he/she understands the potential danger and is qualified to assume the assignment. A communication device should be available to the employee. 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.
- K. 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. "Shall be informed" is a shared responsibility between staff and administration and support staff. "Evidenced behaviors" are obtained through a self-report registration document as well as any other information that clearly presents a safety problem. A student cannot, however, be withheld from class pending the schools receipt of the student's records. Certificated 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 Policy 3400 where release by the student is necessary or where the record is the working notes only seen by the person making them. 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.

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.

- L. Any case of assault upon an employee by a student, parent, or guardian shall promptly be reported to the employee's supervisor or designee. The District will counsel with the employee on those legal rights and alternative courses of action available to the employee. The District acknowledges the extraordinary impact that assault on staff members has on the educational process and will, therefore, take more severe disciplinary action for exceptional misconduct. Such disciplinary action may include expulsion or emergency expulsion whenever appropriate in accordance with student due process rights. The District will also attempt to apply the same disciplinary standards to special education students. It is understood, however, that specific legal requirements and limitations apply to the discipline of special education or Section 504 students.

For the purposes above, the following definitions apply:

**ASSAULT:** A reckless or intentional act, which results in harmful physical contact on a staff member.

**THREAT:** A threat to a staff member, which creates a reasonable fear of bodily harm.

- M. In those situations where it is mutually determined appropriate, the District will provide legal defense in criminal cases. In those situations where criminal charges arising out of employment have been filed against an employee, the District agrees to reimburse all legal fees as deemed reasonable by the court to the employee if he/she is found innocent of the charges. All necessary forms for implementing the provisions shall be made available by the District in every building.
- N. 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.

#### **Section 14 - Overtime and Compensatory Time**

- A. All hours worked beyond the regular shift shall be paid at the employee's regular hourly rate of pay. All hours worked beyond eight (8) hours a day or forty (40) hours week shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. Approval for additional time or overtime must be obtained in advance 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 must be taken before the end of the school year or it will revert to paid time. Compensatory time shall be taken at the rate of 1 1/2 hours for each hour of overtime worked beyond forty (40) hours per week.

Employees who have generated compensatory time during the year must use it by August 15 or the District will pay out any unused compensatory time balance an employee may have.

- C. The parties agree to comply with the requirements of the Fair Labor Standards Act.

#### **Section 15 - Identification Cards and Restitution**

- A. The District will provide employees with their initial photo identification card. Any employee who loses his/her ID card will be responsible for contacting the Security Office to obtain a new ID card. Employees

will be charged a replacement fee not to exceed the actual cost of replacing the ID card. Employees whose cards have been damaged or lost on the job may receive a replacement ID card at no cost.

- B. Every effort needs to be made to recover lost district property through appropriate channels (e.g.. fines, security, withholding records, criminal prosecution.) If restitution is obtained, those dollars will be credited to the school or non school department (e.g. custodial services.)

Money received from restitution will be used solely for the replacement of lost, stolen or damaged books, supplies and materials or lost, stolen or damaged non school department items (e.g. snow blowers).

### **Section 16 - Employee Evaluation**

- A. An employee will normally have one evaluation per school year unless he/she is having performance problems. An employee may request additional evaluations.
- B. Evaluations will be completed on a form developed by the District after consultation with the Association. Evaluations will be completed by May 1 unless an employee has been placed on probation through the end of the school year. The employee has the right to attach comments to any evaluation report.

### **Section 17 - Probation**

- A. Any newly hired employee, except those with substitute status, shall serve a probationary period for the first sixty (60) working days of employment. 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 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.

### **Section 18 - Site Based Decision Making**

- A. The Faculty Involvement Group (FIG) is a group of staff members who make recommendations to the staff, not final decisions.
- B. The District and the Association believe that the future of public education depends upon restructuring our public school system. Acting on this belief will require restructuring of the District and the Association and the development of new relationships between the Board, the District, and the Association, and the community at large. In order to act on this commitment, the District, through the Board, and the Association have created the Joint Committee on Site-Based Restructuring to oversee the process. Either party to this Agreement can terminate this Agreement by providing the other party sixty days notice. At least two meetings of the Joint Committee on Site-Based Restructuring must be held within the sixty-day period.
- C. Arrangements will be made to allow interested employees to participate in site-based restructuring efforts.

- D. **District Budget Impact on Building Budgets:** In order to better understand impacts of district budgeting on building budgets (distribution of dollars to buildings, non-employee related costs, building budget carry forward, etc.), buildings will schedule a building budget information session or will share budget update data no later than November 30 of each year.

### **Section 19 - Mentor Program**

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

### **Section 20 - Summer Employees**

A. Selection Process:

1. Employees with previous summer school experience shall have first opportunity for available positions within their classification 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 program seniority.

B. If an employee works summer school, he/she will be paid for Independence Day.

C. All provisions of this Agreement shall be in effect for employees working the summer program.

### **Section 21 - Summer Mail Delivery**

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

### **Section 22 - Safe Work Sites**

- A. Unless legally prevented from doing so, and in accordance with student due process rights, any student who has assaulted an employee will be reassigned to another site if or when the student is allowed back into school.
- B. All sites will be mandated to have a crisis plan, including plans for the office. The crisis plan must be in print and a copy provided to each staff member at a review and information session at the beginning of each school year.
- C. At each building site, staff members will be provided with information and training regarding critical incidents which may arise in the conduct of their individual assignments. Topics to be covered should include, but not be limited to, anger management, diffusion techniques, conflict management, and problem resolution.

To assist staff faced with disruptive student behavior they find difficult to control the District will offer a variety of workshops, such as de-escalation training for aggressive and assaultive students, for employees. Classes will be scheduled a minimum of three times during each year of this contract. The District will use a joint task force under the direction of the Joint Safe Schools Coordinating Committee to assist in determining effective class offerings.

- D. Victim Assistance information will be provided in writing and explained to staff members at the beginning of each school year. Jointly, the Association and the District will develop an instrument which will provide specific items of information relative to assisting staff members who have experienced personal attacks to themselves or their property. Such acts may include, but not be limited to assault, theft, vandalism, harassment, threats, intimidation, etc.
- E. As necessitated by student behavior, the Special Education Program Supervisor shall work with the site administrator and site staff to determine what alternate setting is best suited to the situation and facility for students who need an immediate and temporary place to de-escalate. The Special Education Program Supervisor will then coordinate with the Plant Department and the Site Administrator to establish an alternate setting for each BI classroom, and for DI classrooms.

If the appropriate solution is deemed to be a “time out” room, Special Education Program Supervisor shall plan for such need prior to moving or creating additional program rooms or sites. When the conditions at an existing location change, and thereby require a “time out” room, the Special Education Program Supervisor shall submit a written request to the Director of Plant and Facilities.

- F. After school officials have been alerted regarding a potentially dangerous student, parent, other adult, or visitor; they will notify potentially affected staff in a timely manner, and in accordance with all state and federal laws.

Before a portable can be used as a workstation, the District will provide a functional communications system between the portable and main office.

### **Section 23 - In-Service Training**

- A. The Association and District shall jointly plan training institutes on Saturdays, evenings or other agreed upon times for any educational support staff. While these institutes will be geared primarily for educational support staff, all employees will be welcome. The District shall provide a training fund of \$15,000.
- B. 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 survival 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.
- C. All time required to obtain training will be paid time over and above regular hours or included in the workday. 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.
- D. The District shall administer to employees at least every three (3) years a needs assessment. The needs assessment does not preclude staff members or the Association from presenting in-service program suggestions at any time. Any time in-service training is required by the District, the classes or training shall be held during the normal workday or be paid at an employee’s true per diem at the District’s option.

- E. Tests for licenses or permits which are currently required by the District and needed to maintain a job classification will be taken during the employees regular work shift.
- F. 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 24 - Student Workplace Training Opportunities**

- A. The District and the Association agree that students benefit from opportunities to learn good work ethics and workplace skills. It is further agreed that students will at times be provided with these opportunities within the school environment, either on a volunteer basis, for credit, and/or via paid status from various District and community sources.
- B. 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. Should such work opportunities crossover into regularly assigned bargaining unit work, the following shall prevail:
  - 1. 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.
  - 2. 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 25 - Mileage Allowance/Use of Personal Vehicles**

- A. Employees may utilize their personal vehicles in performance of official District business only upon specific written authorization by the District. This authorization shall be requested and obtained in advance of the anticipated usage. Forms will be available from the appropriate site managers. No employee will be required to use his/her personal vehicle in the performance of official District duties without reimbursement if they are required to attend meetings at their buildings during the part of the day when they are not on duty.
- B. Employees shall present documentation as to actual usage of personal vehicles in a form and manner approved by the District and shall receive a cost-per-mile reimbursement.
- C. The reimbursement rate shall be the current IRS guidelines applied prospectively from the effective date of this Agreement.

#### **Section 26 - Association Meetings**

SEA will be authorized to hold four (4) school site meetings a year during the 30 minute period before or after the student day.

## **Section 27 - Joint Committee on School Calendar**

A joint committee consisting of representatives of SEA and District management shall recommend the school calendar. The Committee's work will be completed by the last working day in April, two school years in advance of implementation.

Representatives from each group shall obtain input from their constituents regarding calendar options such as start and end of school, school breaks, non-student days, early release/late arrival days, conference days, emergency make-up days, and other calendar related issues.

Parent representatives on this committee may participate in an advisory capacity.

Should the legislature change the rules or regulations regarding the setting of the school calendar, the joint committee shall convene and develop a new calendar proposal.

The Association agrees that the District may alter the work year to meet emergencies or unforeseen circumstances, provided, however, that the total number of contracted workdays for the year shall not change. The schedule for workdays to be made up shall be subject to discussion in labor/management meetings, or through negotiations if necessary.

## **Section 28 - Job Descriptions Task Force**

The District and Association will establish an Educational Support Specialist leadership team that will meet on a regular basis to discuss and address employee issues as they arise.

## **Section 29 - Educational Support Specialist Leadership Team**

The District and the Association will establish an Educational Support Specialist Leadership Team that will meet on a regular basis to discuss and address employee issues as they arise.

## **Section 30 - Grant Applications**

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

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

When a student has special health needs, resulting in extra work for the classroom teacher, the building administrator will assemble a team (e.g. principal, teacher, custodian, nurse) to develop a plan using available resources so that the classroom teacher is not unduly burdened.

## **Section 32 - Volunteer Opportunities**

- A. The District and the Association agree that the District benefits from community volunteers serving in our schools. It is further agreed that volunteers will be provided opportunities to assist in the school system.

- B. The District and the Association agree that volunteers are not intended to take away work normally assigned to bargaining unit members. Should such volunteer opportunities crossover into regularly assigned bargaining unit work, the following shall prevail:
1. 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.
  2. 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.
  3. Volunteers wishing to complete a project that would normally be assigned to bargaining unit members shall follow the Volunteer and Community Support Program process in accordance with Spokane Public Schools Policy and Procedure #9295.

## **ARTICLE III. A. - STUDENT ASSISTANCE/NURSING SPECIALISTS/TRUANCY LIAISON**

### **Section 1 - Work Hours and Working Regulations**

No employee will be required to report to work earlier than 7 a.m. or stay beyond 4 p.m. Specific reporting hours will be coordinated with the building supervisor. This time may be flexed with the agreement of the employee and the supervisor to attend meetings, peer helper retreats, or other agreed-upon activities. If employees are to be on duty during student lunch periods, they will not be required to administer student discipline except when an emergency exists.

School nurses may, in consultation with and approval of the coordinator of health services, determine the need for contracted licensed care for students with medication and/or treatment needs which require licensed intervention during the school day or the school week.

Truancy Liaison work hours will be 8:00 a.m. to 4:30 p.m., Monday through Friday, with a 30 minute duty free lunch. This time may be flexed with the agreement of the employee and the supervisor.

No more than two (2) additional hours each month would be available for the High School SAS to use for mandatory data collection per grant requirements. This amount will not in excess of a 40-hour work week. 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 program supervisor.

### **Section 2 - Employee Facilities**

- A. 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. A work area containing equipment and supplies to aid in the preparation of instructional materials or court documents, as applicable;
  - 2. A furnished faculty lounge;
  - 3. A serviceable desk and chair;
  - 4. A confidential office with a lockable filing cabinet and storage area;
  - 5. A key to the employee's office;
  - 6. A computer access code for counselor screen; and
  - 7. A code to access SCAN line.
  
- B. The District agrees that, to the extent possible and depending upon practicality and availability of funds, the District will endeavor to provide the following:
  - 1. Group meeting facilities; and
  - 2. A communication system between the work area and the main office.

- C. If there is an environmental concern at a district work site, the employee will email/notify the District's Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern.

Based on the reported concern, the District Industrial Hygienist will:

- Test and monitor the area.
- Track the employee concern as reported on physical hazard notification forms and employee logs.
- Facilitate, research, and recommend solutions in a timely manner.
- Ensure that reported concerns are addressed through work orders, school building improvements, repair and/or preventative maintenance program.

For unresolved indoor environmental issues, the Joint Indoor Air Quality Committee 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 select independent testing groups.

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

The District and Association agree that home visits and employee transportation of students are not required. Should the building or program supervisor and the employee agree that either or both are necessary in a specific situation, the following rules shall govern:

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.
3. Should the employee determine that a threat of danger to the employee exists in either the home visit, the transport of the students(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 Student Assistance/Nursing Specialist.

### **Section 4 - Program Materials**

Each Student Assistance/Nursing Specialist shall receive a stipend of \$150 per year per school for the purchase of program materials. This money will be allocated directly to the employee as additional compensation as incentive to purchase materials. At the employee's option, all or part of the total may be returned to the program supervisor for other program needs.

## **ARTICLE III. B. - INTERPRETERS/BILINGUAL SPECIALISTS**

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

The workday shall be in accordance with the hours defined by the position description terms of employment.

### **Section 2 - Facilities**

- A. Employees shall be provided a lockable storage area for personal belongings, a key to the home-base room and an adult sized chair.
- B. If there is an environmental concern at a district work site, the employee will email/notify the District's Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern.

Based on the reported concern, the District Industrial Hygienist will:

- Test and monitor the area.
- Track the employee concern as reported on physical hazard notification forms and employee logs.
- Facilitate, research, and recommend solutions in a timely manner.
- Ensure that reported concerns are addressed through work orders, school building improvements, repair and/or preventative maintenance program.

For unresolved indoor environmental issues, the Joint Indoor Air Quality Committee 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 select independent testing groups.

### **Section 3 - Workload**

All employees working five or more hours per day will be provided 30 minutes of preparation time each day.

The District shall maintain one (1) itinerant deaf/hard of hearing interpreter position.

### **Section 4 - Supplies and Materials**

Each Interpreter/Bilingual Specialist working four hours or more shall receive a stipend of \$75 for the purchase of supplementary materials. This money will be allocated directly to the employee as additional compensation as incentive to purchase materials.

## **ARTICLE III. C. - DISTRICT RESOURCE OFFICERS (DRO)**

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

All positions covered by this bargaining agreement shall be twelve-month positions except for High School District Resource Officers (DRO). The work year for High School DROs shall be the same as the school calendar, with an additional five days before the start of school and five days after the last day of school.

With Security Supervisor agreement High School DROs will be able to utilize two (2) of the current five (5) beginning of the school year readiness days as flex training days during the summer.

### **Section 2 - Work Hours and Working Regulations**

- A. Work hours for District DROs are from 8:00 a.m. to 4:00 p.m., Monday through Friday, inclusive of a 30-minute duty-free lunch from 4:00 p.m. to 4:30 p.m. The duty-free lunch may be taken away from the regular work site. This time may be flexed with the agreement of the employee and the supervisor.
- B. High School DRO shall work eight consecutive hours daily, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m. Regular hours within this time frame shall be determined by the principal at the beginning of the school year. Starting and ending times may be changed if mutually agreed-upon by the principal and the employee. Employees shall have a 30 minute unpaid, duty free lunch. The district has the option of flexing the work day outside of the regularly scheduled work day, and/or outside of the regularly scheduled work week up to three (3) times during the school year. Additional times may be flexed if mutually agreed upon between the principal and the employee. This flexible scheduling may include split shifts, and may include up to one (1) Saturday each semester. Hours flexed under this section shall be in no less than three-hour blocks. This provision shall not apply to Sundays or holidays.

If a DRO believes overtime is necessary to complete his/her job, he/she should consult either the Security Supervisor or the building administrator, if appropriate for approval.

- C. Callback duty is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift. Callback time begins at the time the employee leaves his/her home and ends when the employee arrives home. Callback duty shall be rotated equally among the Central DRO.

Employees called back to work shall receive a minimum of two (2) hours at time and one-half or overtime for the actual time worked, whichever is greater.

- D. Facilities Security Specialists (FSS) will be non-commissioned and will be responsible to "observe and report." These positions will work swing shift, graveyard, weekends, and holidays. When a regularly employed FSS is unable to cover a shift, Central DRO's will be asked to cover as standby duty.
- E. Standby is defined as duty that requires an employee be ready to respond as soon as possible, be reachable by telephone or cell phone, be able to report to work in a reasonable amount of time, and refrain from activities which might impair his/her ability to perform assigned duties. Employees on standby may be called upon to resolve problems by telephone without leaving their homes or going out into the field. Standby time is not to be construed as work time.

The Director of Safety and Risk Management shall set a rotating schedule of standby at the start of each year. The list will be rotated equally among the Central DRO's. When there is a need to use a DRO for standby, the DRO at the top of the list shall be contacted to fill the standby first. If they decline the duty, the District will contact the other DRO's on the list. If no one else will accept the duty, it will be the responsibility of the DRO at the top of the list to fill the standby duty or find someone else to fill it.

For each hour on stand-by, each employee shall receive one-half hour of compensation at the contract rate. Should standby occur on a holiday, compensation shall be according to the provisions of the contract language for holiday pay. Should the employee be called back anytime during standby, compensation will be per the contract for callback duty.

### **Section 3 - Summer Hours**

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

### **Section 4 - Protective Clothing**

When an employee's job responsibilities necessitate protective clothing, the employee will receive a stipend of \$125 for initial purchases of protective gear during their first year. Each year thereafter the employee shall receive a stipend of \$50 per year for replacement items. These monies will be allocated directly to the employee as additional compensation as incentive to purchase such items.

### **Section 5 - Clothing Allotment**

Upon hire, the District shall provide six (6) shirts and one (1) jacket of agreed upon design and insignia. The District shall replace these items as needed, by request of the employee, with the approval of the supervisor. Annually, the District shall provide \$300 per year for each DRO/FSS for pants, and for replacement and maintenance of agreed upon uniform clothing. The amount will be distributed in twelve (12) equal amounts in the monthly check or in one lump sum at the employees' option.

Unit members and the Director of Safety and Risk Management shall agree upon the standards for the wearing of the uniform. It is understood that the uniform shall be worn as prescribed on a daily basis. Further it is understood that on special occasions (school color days for high school officers, dress down Fridays or special events), that clothing other than the uniform may be worn. Variations for pants or shorts may be allowed for high school bike patrol officers.

### **Section 6 - District-Provided Vehicle**

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

### **Section 7 - License Fees**

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

## **Section 8 - Providing Back Up and Coverage**

- A. If in a responding officer's opinion the situation calls for additional support, he/she should call for police back up.
- B. While officers are primarily assigned to their designated site or areas the security department is considered a district program. As such, shared staffing may occur under the direction of the Security Supervisor.

## **Section 9 - Report Writing**

Officers will make every attempt to complete reports during the regular workday. If, however, the workload is such that overtime needs to be authorized to complete reports in a timely manner, the Security Supervisor will have authority to authorize overtime. While not routinely done, the Security Supervisor, as time is available, can spell other DROs for report writing.

## **Section 10 - Facilities**

- A. Each site that has a School DRO regularly assigned to it shall make every effort to arrange a location where the officer can conduct confidential interviews. In addition each site needs to provide a secure area to store confidential reports and other information.
- B. If there is an environmental concern at a district work site, the employee will email/notify the District's Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern.

Based on the reported concern, the District Industrial Hygienist will:

- Test and monitor the area.
- Track the employee concern as reported on physical hazard notification forms and employee logs.
- Facilitate, research, and recommend solutions in a timely manner.
- Ensure that reported concerns are addressed through work orders, school building improvements, repair and/or preventative maintenance program.

For unresolved indoor environmental issues, the Joint Indoor Air Quality Committee 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 select independent testing groups.

## **Section 11 - Assignment Of Central DROs**

Central DROs will be assigned to sites as directed by the supervisor to provide a quick response to their assigned areas.

## **Section 12 - Training Fund**

A training fund of \$4000 per year will be established to enable officers to attend classes, seminars and workshops. All requests for training will be coordinated through the Security Supervisor. Unspent money will be carried over into following years.

## **ARTICLE III. D. - FAMILY RESOURCE SPECIALISTS**

### **Section 1 - Work Hours and Working Regulations**

The workday shall be in accordance with the hours defined by the position description terms of employment. If budgetary and/or grant reductions require an adjustment in the working hours, the District will meet and confer with the SEA regarding those adjustments.

### **Section 2 - Facilities**

- A. 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. A work area containing equipment and supplies to aid in the preparation of instructional materials.
  2. A furnished faculty lounge.
  3. A serviceable desk and chair.
  4. A key to the employee's office.
  5. A computer and access to School Scout, or SASI.
  6. A code to access SCAN line.
- B. The District agrees that, to the extent possible and depending upon practicality and availability of funds, the District will endeavor to provide the following:
1. Group meeting facilities; and
  2. A communication system between the work area and the main office.
- C. Family Resource Specialists may be called upon to occasionally transport students on an as needed basis. The employee must meet minimum state requirements for transporting students (valid driver's license and current proof of insurance).
- D. If there is an environmental concern at a district work site, the employee will email/notify the District's Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern.

Based on the reported concern, the District Industrial Hygienist will:

- Test and monitor the area.
- Track the employee concern as reported on physical hazard notification forms and employee logs.
- Facilitate, research, and recommend solutions in a timely manner.
- Ensure that reported concerns are addressed through work orders, school building improvements, repair and/or preventative maintenance program.

For unresolved indoor environmental issues, the Joint Indoor Air Quality Committee 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 select independent testing groups.

## ARTICLE IV - LEAVES

### Section 1 - Sick, Family, and Injury Leave

- A. Employees under a ten (10) month school year contract shall be allowed sick, family, and injury 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 12 days per year. Such leave days are accumulated each year on a prorated basis for assigned daily hours and for partial year worked.
1. A continuing employee will be entitled to the yearly allowable number of such leave days on the day he/she reports to work in the new school year.
  2. If employment is terminated during the year for other than health reasons, the days allowed for the current year will be adjusted pro rata to those actually earned and the employee will be liable for return of pay for those days used but not earned.
  3. Unused sick and injury leave shall accumulate in accordance with the appropriate WAC or its replacement. The yearly allowable number of leave days will be prorated for all leaves to participate in public service. A person commencing employment during the school year will be granted leave days on a pro rata basis.
- B. Sick and Injury Leave:
- Sick leave is defined as days of absence from duty because of personal sickness and for which no deduction is made in compensation of the employee, provided the employee has 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 injury leave may be taken to the full amount of accumulation.
- C. Emergency Leave:
1. Emergency leave may be granted for problems for which pre planning is not possible or could not relieve the necessity for the employee's absence (ex. Religious holidays, funeral of friend, etc.).
  2. Emergency leave shall be deducted from available sick leave. An individual may not use more in annual total than is annually available in his/her sick leave balance.
- D. 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 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 day for each four full days accrued in excess of 60 days.
  3. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four days for every one day's monetary compensation.

4. At the time of separation from District employment due to retirement or death, remuneration shall be granted at a rate equal to one day's current compensation for each four days of accrued illness and injury leave. The maximum number of days which can be remunerated is 25 percent of 180 days (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 - Family Care Leave**

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. Immediate family is defined as parent, parent-in-law, brother, sister, husband, wife, son, daughter or person with whom one has had association equivalent to these family ties.

## **Section 3 - Maternity Leave**

- A. Absence for Maternity - Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington State Human Rights Commission change, the administrative procedure will be revised accordingly.
- B. Notification - An employee shall notify the assistant superintendent of Human Resources in writing of the expected date of the birth of the child at least three (3) months before that date.
- C. Request for Leave of Absence - An employee, upon request, shall be granted a leave of absence from her position prior to the birth of the child; the exact date to be determined between the employee and the administration.
- D. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:
  1. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, provided the employee works up to the day her physician indicated as the beginning of her disability.
  2. Sick leave will terminate following birth of her child on the date her physician indicates she can perform her employment responsibilities.
  3. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on sick/injury leave without pay for the duration of the period.
  4. A substitute may be placed in the employee's position during the period of absence.
- E. An employee returning from maternity leave must notify the District Human Resources office in writing at least five working days before the date she anticipates returning to work. A statement of medical release from her physician must be received by the District before the employee returns.

## **Section 4 - Child Rearing Leave**

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

## **Section 5 - Parenting Leave**

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

## **Section 6 - Temporary Absence**

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

## **Section 7 - Bereavement Leave**

- A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. Such leave shall be granted in incidence of a death in the employee's immediate family (including stepfamily) with pay for a period of up to five (5) days. Immediate family is defined as parent, parent-in-law, grandparent, grandchild, brother, sister, husband, wife, son, daughter, or other dependent child.
- B. Absences due to the death of a near relative in the employee's family shall be allowed for a period of up to two (2) days. Near relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- C. In special cases, the superintendent or designee may extend the definition of immediate family and/or grant extra days.
- D. Funerals and attendance to other business related to personal loss not covered in Paragraphs A, B, and C above may involve the use of emergency leave or vacation.

## **Section 8 - Family and Medical Leave**

Any eligible employee is entitled to a total of twelve (12) work-weeks of family and medical leave during any fiscal year (September 1 - August 31), as provided for in District Policy No. 5242, as revised, August 23, 1995. See Addendum C.

## **Section 9 - Military Leave**

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

## **Section 10 - Public Service Leave**

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

## **Section 11 - Community Service Leave**

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

## **Section 12 - Jury Service**

- A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to his/her giving such jury service. Jurors are selected per RCW 2.36.080 and excused as per RCW 2.36.100.
- B. When an employee is required to actually perform jury duty, he/she shall do so without loss of pay and/or benefits. Jury fees, exclusive of mileage, shall in each case be remitted to the District. In the interest of maintaining the continuity of the educational program, whenever an employee is released early (half or more than half of the workday remaining) from jury duty, he/she shall return to the building for assignment.

## **Section 13 - Subpoena Leave**

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

## **Section 14 - General Leaves of Absence**

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

- ii. requires attendance at the celebration
- iii. the celebration is only scheduled at a time which conflicts with the employee's scheduled work day and shift.

### **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 of the hourly amount required to designate the employee as full-time. Upon approval the employee may work half time. The employee will request the leave in writing.
- B. Upon approval by the District, an employee may take up to one year leave of absence for education without pay or District contribution to benefits. Upon return the employee will be placed in the same position or a similar position for which he/she is qualified, if a position is available at time of return.
- C. The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.

### **Section 16 - Temporary Closure**

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

### **Section 17 - Shared Leave Pooling**

A leave sharing pool shall be in operation within the District. Such bank shall operate under the rules as established and agreed between the Association and the District.

## ARTICLE V - SALARY AND BENEFITS

### Section 1 - Salary Schedule

- A. The salary schedules for Educational Support Specialists are attached as Addendum A.
- B. 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 \$25. Additional overpayment options may be utilized, if approved, when unique circumstances exist:
  - 1. Lump sum repayment.
  - 2. Equal payments to be completed by the end of the school year.
  - 3. Equal payments spread over one year.
  - 4. If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the final pay warrant.

Repayment will begin in the warrant following individual notification that such repayment is necessary.

- C. All regular District experience will count toward an employee's placement on the salary schedule regardless of the number of hours worked per day, if such experience either did allow or would have allowed the employee to move forward on the appropriate salary schedule in effect at the time. Excluded from allowable experience is all substitute experience. The step increase date will be the actual date of hire, minus any unpaid leave(s) of absence or other breaks in service. Military leave and unpaid leaves of absence in which the Educational Support employee receives worker's compensation benefits shall be exceptions to this clause and shall not be considered breaks in service.
- D. If requested by the unit, a salary compensation study will be conducted every three years beginning with the fall of 2005. The process utilized will be jointly decided by the Association and the District.
- E. Employees who work less than 4 hours per day in ESP positions (with regular daily hours) are not eligible for insurance benefits. In order to establish consistent methods for the payment of wages, these employees will be paid in 10 even amounts from September through June.

For NEW hires or current employees who move into ESP positions of 4 hours or more per day, wages will be paid in 12 even monthly installments from September through August.

For continuing employees who work 4 hours or more per day in ESP positions, wages will be paid automatically in 12 even monthly installments from September through August unless the employee requests in writing 10 payments. Requests must be made annually to continue the 10-month payment process. Once an employee moves to payments over 12 months, the 10-month option is no longer available to them.

The district will provide an education process to inform employees regarding implications of choosing 10 month or 12 month payment plans.

Reminders to employees about the annual election of choosing 10 payments will be provided in one paycheck prior to the end of the school year and in the SEA Views.

Implementation will be as follows:

Beginning Fall 2002: All new hires or current employees moving into positions of 4 hours or more will be paid in 12 even installments.

Spring/Fall 2002: Current employees in positions of 4 hours or more who have previously chosen the 10-month option will now be required to provide annual notification in writing.

- F. An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoiding employee hardships. Any error which results in incorrect salary schedule placement will be corrected by District payment or employee repayment only from the present year. Prior year's placement error will be adjusted only if such error is brought to the attention of the Human Resources department of the District prior to October 1 of the present year.
- G. A salary compensation survey will be available every three (3) years to any unit upon request. Comparison will be with peer and local districts with adjustments to be discussed when compensation falls below the fourth district surveyed.

## Section 2 - Skills Stipends

- A. **Education Stipend** -- Employees will earn a stipend for acquiring the following education levels. Each employee can only earn one education stipend per year.
  - 1. 4 year college degree - \$400 stipend, or
  - 2. 2 year college degree - \$300 stipend
- B. **Certificate Stipend** -- Employees will earn a stipend of \$200 for completion of a certificate related to the assignment, as approved by the supervisor. Each employee can only earn one certificate stipend per year.
- C. **Training Stipend** -- Employees will earn a \$200 stipend for completion of annual training topics. Topics will be decided upon jointly by the District and the Association, and training will be approved by the supervisor. Each employee can only earn one training stipend per year.
- D. **Clothing/Supplies/Materials Stipend** -- Employees will receive a stipend of \$400 for Bilinguals and Interpreters; \$350 for RN/LPNs; \$550 for security; and \$350 for SAS/APS in recognition of position requirements for clothing, supplies, and materials. Each employee can only earn one clothing/supplies/materials stipend per year, prorated by FTE.
- E. **Longevity Stipend** -- Employees shall receive a \$200 longevity stipend in February for having completed 20 years of employment with the district as of the previous August 31.
- F. **Working Conditions Stipend** -- Deaf Education Interpreters who are required to perform personal care services to students such as toileting and diapering shall receive a \$1,000 personal care stipend each year, prorated by FTE.
- G. **Grandparent Stipend** -- Employees who were hired prior to September 1, 2006 who have earned stipends in excess of the total dollars offered for stipends as noted above will receive a Grandparent stipend in the amount of the difference between the average total stipend amount earned in the

previous three years (2003-04; 2004-05; 2005-06) and the current available stipend amount. This Grandparent stipend shall remain the same once established for each individual.

- H. **Non-twelve Month Employee Stipend** -- Non-twelve month employees will earn a salary increment stipend in consideration of the fact that these non twelve-month employees are only eligible to earn a limited number of paid vacation days off, regardless of their years of service. Employees will have a choice of a lump sum amount or a monthly stipend paid from December through June. Once a payment selection plan is made the District will continue to use the same payment method unless informed by the employee. This stipend will be calculated based on annual salary as of December 1 according to the following schedule:

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

### **Section 3 - Benefits**

- A. The District agrees to provide toward the benefits program the amount of individual state appropriation allotted per month per full-time employee (FTE) for this purpose. Such premium money shall be applied toward life insurance, long term disability, dental and vision insurance, and a District-approved medical plan of the employee's choice at the composite rate.
- B. Any additional District contributions during the life of this Agreement shall be provided as a result of new legislation and/or modification of the state operating budget which authorizes and funds such improvement in the District contribution.
- C. The District shall provide automatic payroll deduction for health club fees at the employees option.
- D. Employees shall have access to Section 125 of the IRS Code for District-designated benefits for all employees who qualify for health benefits.
- E. COBRA benefits will be extended to all eligible employees until such time as new rules are established by the legislature.
- F. Fringe benefit pooling practices shall be in accordance with RCW's.
- G. As of October 1, 1992, the District will use 1440 hours for an F.T.E. for calculation of Medical benefits. The formula for calculation to be days X hours divided by 1440 = % of allowable monthly benefit amount.
- H. The District agrees to pay the monthly cost per FTE billed by the state for retiree's health benefits.
- I. The Association shall annually notify the District of its intention to participate in VEBA III.
- J. The Employee Benefits Communication Committee (EBCC) will continue to review employee health insurance program options.

- K. The Employee Benefits Communication Committee (EBCC) will continue to review employee health insurance program options. SEA will work with the District to educate members about the advantages of the health management services benefit program to reduce anticipated premium increases.

## **ARTICLE VI - 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 or the Association.
- C. To the extent that time limits are expressed in days, days shall refer to school days when school is in session during the student calendar, and actual business days during the summer.

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

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

### **Section 3 - No Reprisals**

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

#### Section 4 - 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 a Class Action or 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 Two.
- C. If an employee is aggrieved by an action or non-action of an administrator above the supervisor, Step One of the procedure shall begin with the responsible administrator.

#### Section 5 - Grievance Processing Steps

- A. **Informal Step** – Within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later, an employee shall notify his/her supervisor of the concern. The employee shall then attempt to resolve the grievance informally with his/her immediate supervisor or principal.

The parties acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. Thus, an employee who believes he/she might file a grievance shall discuss it first with the principal or immediate supervisor. This informal discussion will not be bypassed unless it is an Association or class action grievance. Every effort shall be made to resolve the problem at this level in an informal manner. An employee requesting such a meeting shall identify the subject of the concern. If the problem-solving is unsuccessful, the following steps shall be followed in the processing of the formal grievance.

- B. **Step One** – 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 the Informal Step. 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 (see Addendum). Upon receipt, the Principal or Supervisor shall arrange a conference to discuss the written grievance. The grievant and an association representative (if the grievant desires) will be present at the conference, Human Resources or co-supervisors may also attend the meeting to assist in discussing a resolution. If the Association is not in attendance, they shall be notified of the Step 1 grievance meeting. 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 Two** – In the event that the grievant is not satisfied with the disposition of the grievance at Step One, he/she shall within five (5) days refer the grievance in writing to the superintendent or his/her designee. The District Superintendent or designee shall meet with the grievant in order to discuss the grievance and possible resolutions, and shall provide the grievant with a written disposition of the grievance within five (5) days of such meeting.
- D. **Step Three** – Conciliation. Grievances which are unresolved at Step Two may by mutual agreement, be discussed at a Labor Management meeting provided the request is made within five (5) days following termination of Step Two. All pertinent facts and information available will be reviewed in an effort to resolve the grievance through conciliation.

**E. Step Four** – The parties to this Agreement agree to submit to arbitration any grievance which has not been resolved through the use of the above enumerated grievance steps and procedures, provided it is submitted within ten (10) days following Step Three of the grievance procedure. The Association will notify the other party in writing that the matter is to be submitted. The arbitrator to hear the case shall be chosen using the process described in the following section of this article. The arbitrator shall follow the rules of the American Arbitration Association and/or the Federal Mediation & Conciliation Service and shall have no authority to extend, alter, or modify this Agreement or its terms. The arbitrator shall limit his/her findings and decision solely to specific terms of this Agreement and application of such terms herein set forth. The arbitrator shall have no power to extend or limit the Agreement beyond what the parties have agreed upon. The arbitrator shall be without power to award punitive damages. The arbitrator shall make a written report of his/her findings of fact and decision including the basis in law, if any, for such decision, to the District, the Association, and the grievant within thirty (30) days after the final hearing is concluded. 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 6 - Selection of the Arbitrator**

If the grievance is not resolved at Step Three of the grievance processing steps (or through mediation), and is not subject to the exclusions herein, the Association, at its sole discretion, may advance the grievance to final and binding arbitration within twenty (20) days of receipt of the Step Three response. The arbitrator shall be selected from a list provided by the Federal Mediation & Conciliation Service (FMCS) or the American Arbitration Association (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. Hearings shall be conducted in accordance with the rules of the agency that was selected.

### **Section 7 - Costs**

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

**ARTICLE VII - 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, 2012. 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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM A - SALARY SCHEDULES**

**Sept. 1, 2010**

**SPOKANE SCHOOL DISTRICT NO. 81  
SECURITY SPECIALISTS, SALARY SCHEDULE SS, 2010-2011**

LEVEL	STEP	LONGEVITY INCREMENTS						
		0-4	5-8	9-13	14-18	19-23	24	
01	Security Response Specialist	Annual	25,786.30	26,436.80	27,081.60	28,454.40	29,868.80	31,366.40
		Monthly	2,148.86	2,203.07	2,256.80	2,371.20	2,489.07	2,613.87
		Hourly	12.39726	12.71000	13.02000	13.68000	14.36000	15.08000
02	Pre-Commission	Annual	38,188.80					
		Monthly	3,182.40					
		Hourly	18.36000					
03	District Resource Officer	Annual	47,736.00	48,921.60	50,148.80	52,665.60	55,286.40	58,052.80
		Monthly	3,978.00	4,076.80	4,179.07	4,388.80	4,607.20	4,837.73
		Hourly	22.95000	23.52000	24.11000	25.32000	26.58000	27.91000
05	District Resource Officer - Central	Annual	49,691.20	50,939.20	52,208.00	54,828.80	57,553.60	60,444.80
		Monthly	4,140.93	4,244.93	4,350.67	4,569.07	4,796.13	5,037.07
		Hourly	23.89000	24.49000	25.10000	26.36000	27.67000	29.06000

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 A - SALARY SCHEDULES (Continued)**

Sept. 1, 2010

**SPOKANE SCHOOL DISTRICT NO. 81  
STUDENT ASSISTANCE SPECIALIST, CLASSIFIED REGISTERED NURSE, TRUANCY SPECIALIST, TRUANCY LIAISON  
SALARY SCHEDULE SS, 2010-2011**

LEVEL	STEP	EXPERIENCE INCREMENTS						LONGEVITY INCREMENTS			
		0	1	2	3	4	5-8	9-13	14-18	19-23	24
10	Annual	48,535.43	50,969.11	53,533.33	56,225.64	59,046.04	61,996.96	65,108.06	68,374.28	71,805.55	75,396.94
	Monthly	4,044.62	4,247.43	4,461.11	4,685.47	4,920.50	5,166.41	5,425.67	5,697.86	5,983.80	6,283.08
	Hourly	23.33434	24.50438	25.73718	27.03156	28.38752	29.80623	31.30195	32.87225	34.52190	36.24853

Revised 5/24/2010  
Printed 6/23/2010

SS-2.xls

SS-SS-2

# ADDENDUM A - SALARY SCHEDULES (Continued)

Sept. 1, 2010

**SPOKANE SCHOOL DISTRICT NO. 81  
 INTERPRETERS, BILINGUAL SPECIALISTS, ALTERNATIVE PROGRAM SPECIALISTS  
 MENTAL HEALTH THERAPISTS, LPNS AND ECEAP FAMILY SUPPORT SPECIALIST  
 SALARY SCHEDULE SS, 2010-2011**

LEVEL	STEP	EXPERIENCE INCREMENTS					LONGEVITY INCREMENTS				
		0	1	2	3	4-8	9-13	14-18	19-23	24	
20	Alternative Program Specialists	Annual	29,738.55	31,044.06	32,337.28	33,645.23	36,211.93	37,367.14	39,443.64	41,276.29	43,204.99
		Monthly	2,478.21	2,587.01	2,694.77	2,803.77	3,017.66	3,113.93	3,286.97	3,439.69	3,600.42
		Hourly	14,297.38	14,925.03	15,546.77	16,175.59	17,409.58	17,964.97	18,963.29	19,844.37	20,771.63
21	Interpreters, Bilingual Specialists and LPNs	Annual	30,970.18	32,275.69	33,568.87	34,876.82	37,443.54	38,598.79	40,675.25	42,507.90	44,436.62
		Monthly	2,580.85	2,689.64	2,797.41	2,906.40	3,120.30	3,216.57	3,389.60	3,542.33	3,703.05
		Hourly	14,889.51	15,517.16	16,138.88	16,767.70	18,001.70	18,557.11	19,555.41	20,436.49	21,363.76
22	Family Connections Mental Health Therapist and ECEAP Family Support Specialist	Annual	36,864.96	38,698.65	40,618.20	42,637.94	44,779.24	47,018.34	49,376.60	51,856.54	54,465.24
		Monthly	3,072.08	3,224.89	3,384.85	3,553.16	3,731.60	3,918.20	4,114.72	4,321.38	4,538.77
		Hourly	17,723.54	18,605.12	19,527.98	20,499.01	21,528.48	22,604.97	23,738.75	24,931.03	26,185.21

## **ADDENDUM B - NONCOMPULSORY WORKDAYS AND TRI DAYS**

### **Student Assistance Specialists/Nurses/Tuancy Center Manager/Tuancy Liaison**

- A. Each employee shall have the option of working seven (7) extra workdays. Such time will be in increments of no less than one hour for periods of time one hour or longer. Each employee shall determine how this time is to be spent subject to the building or program supervisors, but employees shall continue to use one (1) of these days for compiling program-related statistical data at the end of each school year after grades are reported. Such time will be compensated on supplemental contract.
- B. Not less than one (1) non-compulsory day, and up to a total of three (3) non-compulsory days, will be provided if the supervisor deems necessary to classified Registered Nurses to develop life threatening health and medication plans.
- C. 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.
- D. The length of extra workdays for employees will be the same length as their normal workday and are prorated for a partial year worked. Workdays may include attendance at workshops for which the supervisor has approved.
- E. In lieu of up to one and one half 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.

### **Interpreters/Hard of Hearing/Bilingual Specialists**

- A. Each employee shall have the option of working extra workdays. Such time will be in increments of no less than one hour for periods of time one hour or longer. Each employee shall determine how this time is to be spent subject to the approval of his/her supervisor. Such time will be compensated on supplemental timecard.
- B. 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. Workdays may include attendance at workshops for which the supervisor has approved.
- C. 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.
- D. In lieu of up to one and one half 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.

### **Alternative Program Specialist**

- A. Each employee shall have the option of working seven (7) extra workdays. Such time will be in increments of no less than one hour for periods of time one hour or longer. Each employee shall determine how this time is to be spent subject to the building or program supervisor's approval. Employees may use one or more of these days for closing student cases after the end of the school year. Such time will be compensated on supplemental contract.

- B. 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.
- C. The length of extra workdays for employees will be the same length as their normal workday and are prorated for a partial year worked. Workdays may include attendance at workshops for which the supervisor has approved.
- D. In lieu of up to one and one half 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.

### **Counselor Assistant Specialists**

- A. Each employee shall have the option of working seven (7) extra workdays. Such time will be in increments of no less than one hour for periods of time one hour or longer. ***Each employee shall determine how this time is to be spent subject to the building or program supervisors, but employees shall continue to use one (1) of these days for compiling program-related statistical data at the end of each school year after grades are reported.*** Such time will be compensated on supplemental contract.
- B. 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.
- C. The length of extra workdays for employees will be the same length as their normal workday and are prorated for a partial year worked. Workdays may include attendance at workshops for which the supervisor has approved.
- D. In lieu of up to one and one half 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.

## **ADDENDUM C - FAMILY AND MEDICAL LEAVE**

### **A. Family and Medical leave:**

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

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

benefits will be restored to the terms that would have been provided if the employee had continued in employment for the duration of such leave.

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

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

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

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

10. The District may require instructional employees who request intermittent (or reduced) leave for planned medical treatment for more than 20 percent of the total number of days in the period during which the leave would be used to elect to:
  - a. take leave for a particular duration of time which is not greater than the duration of the planned treatment, or
  - b. be transferred to an alternative position.

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

**ADDENDUM D**

**SEPTEMBER**

M	T	W	T	F
	31	1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

**OCTOBER**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

**NOVEMBER**

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

**DECEMBER**

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

**JANUARY**

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
★24	25	26	27	28
31				

**Significant Dates**

August 31 ..... Teacher Collaboration Day  
 September 1 ..... Teacher Workday  
**September 2 ..... First Day of School**  
 September 6 ..... Labor Day  
 November 11 ..... Veterans Day  
 November 12 ..... School Break Day - No School  
 November 18-24 ..... Elementary Conferences  
 November 25-26 ..... Thanksgiving Holiday  
 December 20-31 ..... Winter Break/Holidays  
 January 3 ..... Back to School  
 January 17 ..... Martin Luther King, Jr. Holiday  
 January 24 ..... Semester Break Day/  
 No School/Snow Makeup Day  
 February 18 ..... School Break Day/  
 No School/Snow Makeup Day  
 February 21 ..... Presidents' Day  
 March 28 - April 1 ..... Elementary Conferences  
 April 4-8 ..... Spring Break  
 May 30 ..... Memorial Day  
 June 15 ..... Last Day of School  
 (Unless extended by snow makeup days)  
 June 16 ..... Designated Snow Makeup Day  
 June 17 ..... Designated Snow Makeup Day

**Elementary Grading Periods**

End of First Trimester ..... November 23  
 End of Second Trimester ..... March 15  
 End of Third Trimester ..... June 15

**Elementary Reporting To Parents**

**FIRST GRADING PERIOD**  
 Conferences/Progress Reports ..... Nov. 18, 19, 22, 23, 24  
**SECOND GRADING PERIOD**  
 Conferences/Progress Reports ..... Mar. 28, 29, 30, 31, Apr. 1  
**THIRD GRADING PERIOD**  
 Progress Reports ..... June 15  
 Kindergarten Checklist ..... November 18-24

**Secondary Grading Periods**

End of First Quarter ..... November 2  
 End of First Semester ..... January 21  
 End of Third Quarter ..... April 1  
 End of Second Semester ..... June 15

**Secondary Reporting To Parents**

First Quarter Report Cards ..... November 15  
 First Semester Report Cards ..... February 2  
 Third Quarter Report Cards ..... April 19  
 Second Semester Report Cards ..... June 21

**FEBRUARY**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	★18
21	22	23	24	25
28				

**MARCH**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

**APRIL**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

**MAY**

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

**JUNE**

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	★16	★17

**Legend**

- Holiday
- School Break Day - No School
- ★ Designated snow closure makeup days:  
 #1 January 24      #2 February 18  
 #3 June 16        #4 June 17



**Spokane Public Schools Calendar 2010-2011**

## ADDENDUM E - PRESCRIBED CONSEQUENCES FOR STUDENT BEHAVIOR

### Exceptional Misconduct

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

#### Student Serious Behavior Discipline

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