

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*

**Express Site Directors**



***Partners in Building Spokane's Future***

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## PREAMBLE

This Agreement is made and entered into between Spokane School District No.81, hereinafter referred to as the "District," and the Spokane Education Association, hereinafter referred to as the "Association," on behalf of full-time and regular part-time Express program Directors 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 "District," recognizes the Spokane Education Association hereinafter referred to as the 'Association as the exclusive bargaining representative for all full-time and regular part-time Express program Site Directors employed by the District. New positions will be included or excluded from representation as mutually agreed upon by the District and the Association.
- B. The term "employee" when used hereinafter in the Agreement shall refer to all Express Site Director employees represented by the SEA.
- C. The term "non-twelve month employees" shall refer to all employees who are regularly assigned to an annual work year that is equal to or approximates the school calendar.
- D. The term "substitute" shall refer to an employee who is hired on an incidental basis for a short duration, usually to replace an individual out in an absence for a brief or unknown period of time. These employees, upon serving the minimum number of days required by law for representation, are covered by the following sections: hours of work, lunch and rest periods, and identification cards. Employees with substitute status shall receive the hourly rate specified in this Agreement.
- E. 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. If any provision of this Agreement or of the application of such provision should be found contrary to law or declared invalid by a tribunal of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree that the courts and the Public Employment Relations Commission (PERC) shall be considered tribunals of competent jurisdiction in such matters. Should the state auditor and/or attorney general issue an opinion that a contract provision or practice does not comply with law, the parties agree that either side has the right to seek legal determination of such opinion and if declared invalid the invalid portion will be stricken from the Agreement upon final binding determination by the highest tribunal of competent jurisdiction to which an appeal has been filed in a timely manner.
- B. The District 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 a mutually determined number of copies of this Agreement. The Association will accept the Agreement on behalf of the employees and will be responsible for distribution of the copies. Additional copies shall be provided 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. 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 - 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.
- B. The District shall enforce this provision by deducting from the employee's salary each pay period the dues required of membership, or for nonmembers thereof, a fee equivalent to such dues. This provision safeguards the right of non-association of employees based on bona fide religious objections. Upon annual request, such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the public employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot reach agreement on such matter, PERC shall designate the charitable organization.
- C. The District shall transmit the dues to the Spokane Education Association each pay period.
- D. 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 mutual agreement applicable to all employees within the bargaining unit.
- B. Representatives of the Association, upon first making their presence known to the appropriate building principal or his/her designee, 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.
- C. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association may use District interschool delivery services for purposes of communicating with employees in connection with the Association duties as bargaining agent. All materials sent by the Association shall be labeled as Association materials. Such materials shall be in conformity with applicable law and a copy shall be provided the principal.

- D. 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 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 building previously assigned in a similar position, provided the same building is in operation and further provided that the position has not been changed or eliminated. In the event the previously assigned building is no longer in operation, or the position has been changed or eliminated a mutually agreed upon position will be provided.
- E. The District shall provide to the Association an aggregate of two hundred fifty (250) total days for all bargaining units represented by the Association 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 Washington Education Association (WEA) board members, National Education Association (NEA) board members, and arbitration witness (es) shall not be counted against this leave total. The District will provide substitute time for all joint committee meetings as needed that meet during the workday. Substitute time for joint committees will not be counted against Association leave days. Prior to the establishment of any joint committees, the District and the Association will agree as to the numbers and make- up of the joint committees. All joint committees will strive to minimize impact on school activities by scheduling meetings outside of the school day.
- F. 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.
- G. The Association's Representative Council can approve mid year contract changes after open meetings of bargaining unit involved.

#### **Section 4 - Labor/Management Meetings**

- A. 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.
- B. The Association will hold the District harmless for any suit or claim made against the District arising out of release time for attending to Association business.

#### **Section 5 - 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 - Employees**

- A. All positions within this bargaining unit shall be either ten month or twelve month positions. Ten month employees hired for summer employment shall be considered twelve month employees.
- B. The District and the Association identify three categories of employment status.
  - 1. Any newly hired employee 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.
  - 2. Probationary employees are covered by all terms and conditions of this agreement except layoff/recall, progressive discipline, and grievance process.
  - 3. 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.
  - 4. Regular status: Upon successful completion of the probationary period, employees achieve regular status.
  - 5. Substitute status: An employee who is hired on an incidental basis for a short duration, usually to replace an individual out in an absence for a brief or unknown period of time has substitute status. Substitutes will be obtained from a qualified list of applicants. The District will maintain an adequate list of substitutes.
- C. Hiring for summer employment shall be based first on summer employment seniority and then on bargaining unit seniority.
- D. Employees shall have the right to refuse summer employment.
- E. Except in the event of field trips and in the case of Express Pre-School or Kindergarten school sites with 10 or fewer kids (while meeting state prescribed adult to child ratios), no employee will be expected or requested to staff an Express site alone.

### **Section 2 - Job Descriptions**

- 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 Association 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. When an employee feels that he/she is being asked to perform inappropriate job duties, the employee has the right to discuss the concern with his/her supervisor and/or program director without negative consequences. Employees shall have the right to representation by the Spokane Education Association in any meetings with the supervisor concerning requests to perform inappropriate job duties.

- C. If job descriptions for current positions are modified in a manner that would exclude current employees for assignment to those positions, all employees currently working in that position or similar positions shall be grandfathered as deemed qualified for assignment under that job description.
- D. New hires would be required to pass a physical exam done by an outside firm. Employees wishing to transfer from a non-lifting to a lifting position will be required to pass a physical exam done by an outside firm.

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

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

- 1. PROGRAM: A group of positions within the Express Program:
  - a. Infant/Toddler Program.
  - b. School-Aged Program.
  - c. Early Childhood/Preschool Program.
- 2. ASSIGNMENT: An individual's current job placement.
- 3. REASSIGNMENT: A change in assignment within the Express program, either by request or because of program needs.
- 4. OPENING: A position that is available to members of a bargaining unit.
- 5. 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 bargaining unit, within half hour of current position, and meeting qualifications.
  - b. VOLUNTARY TRANSFER: Movement from one position to another within the same pay level across programs.
- 6. VACANCY: A position that is available to individuals outside of the bargaining unit.

#### **B. Sequence of Assignments and Transfers:**

- 1. Building/program reassignments.
- 2. Declaration of openings as they become available.
- 3. Placement of new involuntary transfers if there is a need.
- 4. Placement of employees who have been previously involuntary transferred within the last three years.
- 5. Placement of returns from leave.
- 6. Posting of openings.

7. Voluntary transfers
8. Posting of vacancies outside the bargaining unit

C. Building/Program Reassignment Procedure:

1. Building/program reassignments 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.

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

E. Involuntary Transfer Procedures:

1. Prior to any involuntary transfers occurring, the District will identify the location and number of staff needing to be relocated.
2. Employees identified for involuntary transfer will be least senior in the bargaining unit.
3. All identified surplus staff will be ranked from most to least senior.
4. In an attempt to prevent involuntary transfers, the District will seek volunteers to take the place of those identified for involuntary transfer. Once an employee volunteers to be an involuntary transfer, he/she chooses positions with his/her own seniority.
5. All known open assignments will be listed.
6. Beginning with the most senior person to be involuntary transferred he/she will be allowed to choose an assignment for which they are qualified and within half hour of their current assignment from the available openings. Qualifications will be verified with the State of Washington within two weeks of the involuntary transfer notification or as soon as possible. If there are no openings, the District will follow the layoff procedures negotiated in this Agreement.
7. Selection of a site includes agreement with the site's charter and any prior approved variance(s).
8. 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.
9. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Assistant or Associate Superintendent or Human Resources or his/her designee shall meet with him/her. The employee can, at his/her option, have an Association representative present at such meeting.

10. No employee will be involuntarily transferred two years in a row unless positions are eliminated at the site where the employee was involuntarily transferred the prior year.
11. Involuntarily transferred employees shall suffer no financial loss.
12. An employee involuntarily transferred shall receive five (5) days notice prior to such transfer.
13. Where two sites are combined, the most senior employee of the two becomes the employee at the combined site. The least senior of the two is allowed to displace the least senior of the entire list of employees through the involuntary transfer procedures outlined in this provision, or through layoff and recall provisions, if applicable.

F. Placement Of Employees On Involuntary Transfer Status Within the Last Three Years Procedure:

1. The District will generate a list of those who are under involuntary transfer status from prior three years.
2. Involuntary transfers from prior three (3) years will select from all remaining positions, beginning with the most senior, selecting a position within one half (1/2) hour of his/her former assignment.

G. Returns From Leave Procedure:

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

H. Posting Of Openings:

1. All open positions will be posted in a timely manner. A Notice of Position Opening shall be developed and posted at all work sites for a minimum of five (5) working days where employees are routinely assigned. Notices will be promptly placed in an identified location.
2. In addition, during non-student periods, notification of position openings shall be made via audio recording and accessible to employees by phone call. 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.

I. Voluntary Transfer Procedure:

1. Requests for transfer to a different position within the bargaining unit 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 and whose most recent performance evaluation showed satisfactory ratings. See "M" below.
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 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.

J. Posting Of Vacancies: Vacancies will be posted to individuals outside of the bargaining unit after all reassignment, transfer, and position placements have been made.

K. The District and the Association may agree to the special placement of a staff member for unique circumstances. Such placements would by-pass other transfer provisions and be agreed to by the employee.

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

M. All educational requirements must be met before a position is offered. For newly hired employees, all non-educational requirements (i.e., first aid certificate, food handlers permit, etc.) for the position must be obtained within 60 days of hire. If the employee does not obtain required certifications/permits within the 60 days, the conditional offer of hire will be withdrawn and the employee will be terminated.

Current employees must maintain valid certificates/permits as required for the position. Failure to do so will result in the employee being placed on unpaid leave until all required certificates/permits have been obtained. Such unpaid leave will not exceed 60 days. If the required certificates/permits are not obtained within 60 days, the employee will be terminated from employment.

- N. Newly hired employees must complete their probationary period prior to requesting a transfer to another location or assignment.

#### **Section 4 - Seniority**

- A. Seniority is defined as the length of time the employee has had uninterrupted service, including any authorized leave, in a position represented in the bargaining unit.
- B. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. 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.
- C. Activity Leaders who are hired by 8/31/01 and are promoted to Site Director before 9/01/06 carry their seniority with them when they become Site Directors.

Activity Leaders who are promoted on 9/01/06 or after, do not carry their seniority with them.

- D. The District will make a seniority list available to employees annually. The list will not include employee social security numbers.

#### **Section 5 - Employee 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 6 - Employee Evaluation**

- A. An employee shall be given a copy of any written evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be placed in the employee's file without their review. No employee shall be required to sign a blank or incomplete evaluation form.
- B. An employee will normally have one evaluation per school year unless he/she is having performance problems. An employee may request additional evaluations.
- C. Evaluations will be completed on a form developed by the District after consultation with the Association. Evaluations will be completed by the last day of school unless an employee has been placed on a plan of assistance through the end of the school year. The employee has the right to attach comments to any evaluation report.
- D. The primary evaluator will be an administrator or supervisor. The principal may be a contributing evaluator.
- E. Express supervisors are expected to conduct regular observations and visitations to observe activities, barring emergencies, and unforeseen staff reductions.

## **Section 7 - Paid 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. If the employee is hired to work both days on each side of the Fourth of July, they will receive holiday pay for the Fourth of July.
- C. Eligible employees shall receive holiday pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked his/her last shift preceding the holiday, or is on paid sick leave on the shift preceding the holiday, shall be eligible for pay for such unworked holiday.
- D. Employees who are requested to work on the above-described holidays shall receive twice their base rate for all hours worked on such holidays.
- E. If a holiday lands on a planned vacation day, the employee will not be charged a vacation day.

## **Section 8 - Billing Procedures**

Employees shall not be expected or requested to handle billings to parents for District services.

## **Section 9 - Substitutes**

- A. When a site director is absent the most senior activity leader at the site will be offered the opportunity to assume the site director position. An employee with performance and/or discipline concerns may be prohibited from assuming the site director position.

- B. The District will hire a total of one (1) permanent itinerant for the Express program. Temporary, substitute, or cross-training positions should not require outside experience, but should be an avenue of learning a new job and assessing future interest in working for that department should a future opening occur. Choices for cross training should be made by seniority, and a satisfactory work record for the previous two (2) years only; as long as the person can physically do the required work and meets the minimum qualifications of the job as determined by the District. Educational credits will not be a factor in meeting minimum qualifications for cross training. Such cross training shall be limited to no more than a one (1) year period of time.
- C. Human Resources will make a concerted/good faith effort to generate and maintain a pool of subs for Express positions which may include but not be limited to the following activities: job fairs, advertising, local university programs and network with other districts to identify potential subs.

### **Section 10 - Transportation Reimbursement**

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

### **Section 11 - Length of Workday**

- A. The workday shall be in accordance with the hours defined by the position description terms of employment.
- B. 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 a 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 program manager except in the instance of late or abandoned children.
- C. 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. 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. 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.
- D. The parties agree to comply with the requirements of the Fair Labor Standards Act.
- E. All meetings, training, planning sessions or activities at which the District expects, requests, directs, or suggests employees' attendance shall be counted toward work hours. There will be no expectation of additional employee attendance at any other meeting, training or planning session or activity at which the District does not require attendance with the exception of required state training for new hires and plans for improvement for staff placed on probation.
- F. Preparation time shall be for the purpose of planning at the work site. No District-wide meetings shall be held during preparation time.

- G. Each Site Director shall have one hour of preparation time per week and one additional hour per month for team planning during the school year. This additional hour per month can be “banked” during the school year for a total of 10 per employee. These are “use it or lose it” hours.

If a site director works only a morning or an afternoon shift, he/she will receive a prorated preparation time along with transition time to adequately plan and prepare with other staff to meet the needs of the children enrolled in those programs. The total of the preparation time and transition time will not exceed one hour.

Summer site directors will have four hours to be used for planning, prepping, and scheduling the summer Express program.

- H. In order to ensure that Express students receive the maximum use of the Express Site Director’s time, Express Site Directors may have the option of completing up to half of their weekly prep time off site when access to their room is not readily available. After exploring all space options with their supervisor and with supervisor approval the employee may work off-site. (For example, the art teacher is in the Express room.)
- I. 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 12 - 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 5 below. These days are prorated for a partial year worked.

- 2. Any terminated employee will receive prorated vacation pay on their last warrant.

3. 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. Twelve-month employee vacation requests during periods of non-student days shall be granted providing that work site coverage, as determined minimally necessary by the District, can be maintained. Selection shall be based on seniority as long as the requests are submitted at least 30 days in advance from the start of the non-student days program (i.e. break, summer). If requests are not submitted at least thirty days in advance, requests shall be granted on a first-come, first-serve basis up to the limit.
5. 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 requesting 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 13 - 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 14 - Facilities and Identification Cards**

- A. Employees shall be provided a common lockable storage area for personal belongings. The District shall provide a secure area for the storage of program money.
- B. The District agrees to provide access to first aid equipment at the Express site.
- C. Employees shall have access to telephones at the Express site.
- D. 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.

- E. 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).

- F. Room assignments will not be made in an arbitrary or capricious manner.
- G. Express program is a recognized school activity. The program will have access to the school gymnasium following the completion of after school sports. If an Express program must be displaced, appropriate and reasonable notification will be given to the Express Site Director and an alternate site will be designated.
- H. 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 15 - Student Discipline**

- A. The Behavior Guidance Plan (in the Express parent manual) will be reviewed annually and revised as needed by the Express Leadership team.
- B. The District shall provide information and training on the Behavior Guidance Plan and prescribed consequences for student behavior (Addendum E) annually to all employees in this bargaining unit.
- C. Emergency Removal:
1. If a child's behavior creates a serious concern for his/her own or others' safety, a child may be suspended from the program. These behaviors include harassment, leaving a designated area

without permission, and verbal or physical violence. No child may be suspended or removed from the program without Express supervisor approval.

### **Section 16 - Workload**

- A. The actual work dealing with transferring and consolidation of sites as well as staff development time will be paid.
- B. State licensing requirements will be followed in staffing Express sites.
- C. 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.
- D. 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 17 - Employee Dependent Care**

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

### **Section 18 - 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 19 - Layoff and Recall**

- A. Layoff shall be defined as a reduction in the work force causing a severance of employees.
- B. Employees will be laid off by reverse seniority until the designated employment level is reached.
- C. Where two sites are combined, the most senior employee of the two becomes the employee at the combined site. The least senior of the two is allowed to displace the least senior of the entire list of employees through the involuntary transfer procedures of this Agreement, or through layoff and recall provisions, if applicable.
- D. If a reduction in force is necessary, the District will provide the option for laid off employees to fill up to two substitute positions. Such employees will retain their benefit eligibility status under the contract while serving as substitutes. Recall rights into regular positions will continue for these employees under existing contract provisions.
- E. Employees on layoff status shall be recalled, according to seniority, and must meet qualifications.
- F. Notice of recall shall be sent by certified or registered mail to the last address of record. It shall be the responsibility of the employee to keep the Human Resources office notified of her/his current mailing address. A recalled employee shall be given up to five (5) calendar days following receipt of the letter to accept the re-employment offer by signing and returning the appropriate copy of the recall notice to the Human Resources office.
- G. Employees on layoff shall retain their earned seniority for purpose of recall for a period of forty eight (48) months. Employees on layoff for more than forty eight (48) months shall lose their rights under this Agreement.
- H. Unused accumulated sick leave shall be restored to employees upon their return to active employment. Other benefits will be reinstated as appropriate for the position held.
- I. An employee recalled to work is obligated to take said work. An employee who declines recall to perform work for which qualified shall forfeit his/her rights to recall. The District may fill the vacant position on a temporary basis for up to fifteen (15) working days while the employee is being recalled.

## **Section 20 - Expense Advancement**

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

## **Section 21 - Lunch and Rest Periods**

- A. Employees working a split shift before school of less than three (3) hours in the morning, and after school of three hours (3), but not more than four (4) hours shall receive a five (5) minute break during the morning shift and a ten (10) minute break during the afternoon shift.
- B. Employees assigned four (4) or five (5) hours will receive a fifteen (15) minute rest period and employees assigned to three (3) hours will receive a ten (10) minute rest period. The rest period will be scheduled by their supervisor as near the midpoint of their work period as practicable. Employees who work six (6) hours or seven (7) hours per day will be provided one ten (10) minute and one fifteen (15) minute rest period. Employees who work eight (8) hours per day will be provided two fifteen (15) minute rest periods. No wage deduction shall be made for such rest periods.
- C. Employees assigned five (5) hours or more shall be allowed an unpaid meal period of not less than thirty (30) minutes per day. The meal period shall be scheduled by the supervisor as near the midpoint of their work period as practicable.
- D. In the occasional instance when employees are not completely relieved from duty during their lunch period, such time will be paid as work time.

## **Section 22 - Employee Protection**

- A. The District agrees that it will include employees as insureds in the District liability policy.
- B. An employee who, in the course of his/her employment, sustains a personal injury/illness covered by workmen's compensation will be paid his/her full salary for the period of absence less the amount of the workmen's compensation award made for disability due to such injury/illness; such absence shall not be charged to the employee's annual or accumulated illness leave up to 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 Department of Labor and Industry Order and Notice Form approval. After thirty (30) workdays, such absence shall be charged to the employee's annual or accumulated illness leave in the pro rata amount paid by the District.
- C. 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. The employee will continue to receive all rights, privileges, and protections normally given under the Collective Bargaining Agreement.
  - 2. The Association will be informed in writing, by way of a copy of the employee's assignment article if an employee represented by the Association is placed in a position outside of the bargaining unit.

3. Compensation for employees on rehabilitation shall be determined by the Department of Labor and Industries Loss of Earning Power Standards.
4. If placement of employees not represented by the bargaining unit exceeds ten percent of the permanent bargaining unit positions, the District will seek concurrence from the Association.

D. Personal Property Protection:

1. The District shall reimburse employees for replacement of any clothing or other personal property damaged or destroyed in a disturbance as provided by state statute.
2. The District shall reimburse employees for the loss of any personal property used for instructional purposes in the workstation which is damaged, destroyed, or stolen during the course of their employment as long as prior approval of the program coordinator has been received for the use of such personal property. Such reimbursement shall be for the amount of the loss.
3. The District shall also reimburse employees for personal items damaged, destroyed, or stolen from the building or work station, provided the employee(s) has taken steps to secure such property by locking or other appropriate security measure(s). Such reimbursement shall be for the amount of the loss.
4. 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, and
  - b. The vandalism must have occurred while the employee was at a district work site performing district business, and
  - c. Damage resulting from a collision or damage from another vehicle is not reimbursable, and
  - d. Reimbursement shall be made per vandalism occurrence in the amount of \$125 or the employee's deductible, whichever is less.

E. 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.

F. 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.

- G. 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.

- H. Express staff are district employees and will have access to pertinent information that relates to children with special needs and children who are in Special Education.
- I. 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.
- J. 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 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 agrees to the importance of current and pertinent staff development for Express staff. Yearly, staff will be surveyed as to interests and needs. Staff development will be provided through the Libby Professional Development Center. As funds permit, staff may apply to attend out-of-District conferences.
  - E. Prior to assignment of a Site Director to a new site, the newly designated Site Director at his/her option may spend two (2) days at the new site, with another Site Director, in consultation with the program coordinator or assistant coordinator, or in preparation for the new position.
  - 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 - 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 25 - 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 26 - 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 27 - Mentor Program**

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

### **Section 28 - Summer Employees**

- A. Selection Process:

1. Employees with previous summer school experience shall have first opportunity for available positions at the same or fewer number of hours and/or level of pay as is assigned during the school year.
  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 bargaining unit 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 29 - 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, 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 30 - State Licensing Requirements for Employees**

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

### **Section 31 - 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.

The Joint Calendar Committee will reassess the modified Collaborative Time model throughout the 2002-2003 school year. The structure for the fall of 2003 will be subject to a vote of the affected membership.

### **Section 32 - Joint Task Force on Summer Hiring**

A task force with representatives made up of district and bargaining members shall be charged with developing the summer hiring process.

### **Section 33 - Express Site Directors Leadership Team**

The District and the Association will establish a Express Site Directors Leadership Team that will meet on a regular basis to discuss and address employee issues as they arise.

### **Section 34 - 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 IV - LEAVES OF ABSENCE

### Section 1 - Sick, Injury and Emergency 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. court appearance, 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.
3. Employees who are members of recognized religious groups have the right to request in advance through human resources up to three (3) days per work year of non-accumulating accommodation leave when:
  - a. the recognized religious group celebrates a holy day or religious holiday and
  - b. requires attendance at the celebration and
  - c. the celebration is only scheduled at a time which conflicts with the employee's scheduled work day and shift.

- 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 - 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 3 - Child Rearing Leave**

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

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

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

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

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

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

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

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

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

### **Section 8 - Military Leave**

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

- B. Military leave of absence for a period not to exceed fifteen (15) calendar days as granted under RCW 38.40.060 shall be leave with pay.

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

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

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

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

### **Section 11 - Jury Service**

- A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to his/her giving such jury service. 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 12 - General Leaves of Absence**

- A. Upon approval by 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.

### **Section 13 - 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 14 - 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 15 - Temporary Closure**

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

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

A 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 - Salaries

- A. The salary schedule is attached as Appendix A.
- B. Salary Schedule Placement:
  - 1. 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.
  - 2. 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.
- C. 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.
- 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 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.

- F. 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.

- 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 - 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 \$200 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. **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.

- G. **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 will provide toward the employee's health insurance benefits program the amount of individual state appropriation allotted per month per full-time employee (FTE) for this purpose. Such premium money will be applied toward basic life insurance at the group rate; long-term disability, dental insurance, and vision insurance at the composite rate; and a district-approved medical plan of the employee's choice at the tiered rate. The District will also pay the monthly cost per FTE billed by the state for retirees' health benefits.
- B. Any additional District contributions during the life of this Agreement will be provided as a result of new legislation and/or modification of the state operating budget which authorizes and funds such improvement in the District contribution. Furthermore, benefits provided will be in accordance with state and federal rules and regulations. Sections that may prove to be out of compliance or may be amended or nullified by state or federal laws will be brought into compliance with the laws, rules, and regulations in effect. Compliance required will be communicated to the Association.
- C. Eligible employees for benefits are those employees who work at least half time or more in a regular position. The District will use 1440 hours for an FTE for calculation of basic health benefits. The formula for calculation to be days x hours divided by 1440 equals percentage of an allowable monthly benefit amount.
- D. An eligible employee and dependents must enroll within thirty (30) calendar days of the date when first eligible to qualify for employee benefits. The open enrollment period for all employee benefits will be on an annual basis determined by the plan administrator. If an employee has a change in family or employment status outside the annual open enrollment period, changes may be requested by completing the required paper work within thirty (30) calendar days of the qualifying event. Acceptance and approval of the changes made by an employee are subject to the terms and conditions of the master contract and plan description of the insurance carrier or the IRS rules and regulations.
- E. Fringe benefit pooling practices will be in accordance with RCWs.
- F. Employees shall have access to flexible benefits plan (under Section 125 of the IRS Code) for District-designated benefits for all employees who qualify for health benefits.

- G. Employees will have access to purchase district-sponsored optional insurance benefits payable through the payroll deduction plan.
- H. The District shall provide automatic payroll deduction for health club fees at the employee's option.
- I. COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law, and/or carrier limitations.
- J. The Association will annually notify the District of its intention to participate in VEBA III.
- 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 SCHEDULE**

**Sept. 1, 2010**

**SPOKANE SCHOOL DISTRICT NO. 81  
EXPRESS SITE DIRECTOR & INFANT/TODDLER LEAD SALARY SCHEDULE - EX, 2010-2011**

LEVEL		EXPERIENCE INCREMENTS						LONGEVITY INCREMENTS			
		0	1	2	3	4	5-8	9-13	14-18	19-23	24
1	Annual	22,371.02	23,489.36	24,814.55	25,967.34	27,253.12	28,398.53	29,731.17	31,068.67	32,618.06	34,251.21
	Monthly	1,864.25	1,957.45	2,067.88	2,163.95	2,271.09	2,366.54	2,477.60	2,589.06	2,718.17	2,854.27
	Hourly	10.75530	11.29296	11.93007	12.48430	13.10246	13.65314	14.29383	14.93686	15.68176	16.46693

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

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SS-EX-1

## **ADDENDUM B - NONCOMPULSORY WORKDAYS**

- A. All Express employees will receive (1) one extra full workday before and at the end of each school year for set up, close down, transfer and consolidation. Full day is defined as an employee's normal workday.
- B. In lieu of up to one half of the above noncompulsory day, employees may utilize an equivalent amount of money to reimburse tuition or workshop fees for classes or workshops related to their employment. Such fees to be claimed as time as opposed to actual tuition fee reimbursement.

## 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
<b>September 2</b>	.....	<b>First Day of School</b>
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**

<b>FIRST GRADING PERIOD</b>	
Conferences/Progress Reports	..... Nov. 18, 19, 22, 23, 24
<b>SECOND GRADING PERIOD</b>	
Conferences/Progress Reports	..... Mar. 28, 29, 30, 31, Apr. 1
<b>THIRD GRADING PERIOD</b>	
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

Serious Behaviors	Short-Term Suspension	Long-Term Suspension	Expulsion/ Emergency Expulsion	Police Notification Request	Notification of District Security
Fire Arms			1st Offense	✓	✓
Use & Possession of Drugs/Alcohol	1st Offense re-entry plan required	2nd Offense re-entry plan required	3rd Offense re- entry plan required		✓
Sale & Distribution of Drugs/Alcohol			✓	✓	✓
Assault Staff	K-2    3-5 Days 3-6    5 Days 7-12   10 Days 1st Reckless Offense re-entry plan required 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	✓	✓