

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

Instructional Assistants



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 the Instructional Assistant employees of the District.

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

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

- engage in open, honest, and appropriate communication
- share information, knowledge, and experience
- address concerns through collaborative problem solving
- refrain from making judgements 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 personnel, 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. The District recognizes the Association as the exclusive bargaining representative for all Instructional Assistants employed by the District except noon aides, crossing guards and overload aides. 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 employees represented by the Association.

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. The District agrees to deduct Association membership dues monthly from the pay of those employees who individually authorize in writing that such deductions be made or from those employees affected under "B" below. A percentage of the hourly wage plus a fixed dollar amount shall be deducted from the wages of represented employees. The amount to be deducted shall be certified to the District by the secretary/treasurer or designee of the Association. The aggregate deductions of all members shall be remitted together with an itemized statement to the treasurer of the Association after such deductions have been made. Such deductions shall be remitted to the Association within ten (10) working days of the normal payroll issue date. In the event of a change in the amount to be deducted, and in accordance with the above provisions, the Association shall notify the District of such change by the tenth day of the month prior to the payroll period during which the change would take place. Thirty (30) days' prior notice will be required when there are extensive changes.
- B. 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.
1. The District shall enforce this provision by deducting from the employee's salary, each pay period, the dues required of membership, or for non-members thereof, a fee equivalent to such dues. This provision safeguards the right of non-association of employees based on bona fide religious objection. 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.
 2. Employees hired before February 24, 1982, shall not be affected by the provision in "B" above.
- C. The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the Association shall select the attorney(s).

Section 2 - Management Rights

The Association recognizes that the District has the responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the District to the full extent authorized by the laws and the constitution of the state of Washington and the United States, provided that such rights and responsibilities shall be exercised by the employer in conformity with the provisions of this Agreement.

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 so indicate. 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 position previously assigned, provided that the position has not been changed or eliminated. In the event the position has been changed or eliminated a mutually agreed-upon position will be provided.
- 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.

Section 4 - No Strike - No Lockout

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

ARTICLE III - PERSONNEL

Section 1 - Employment Status

- A. The District and the Association identify four categories of employment status.
1. Probationary status: Any newly hired employee, except those with substitute status, shall serve a probationary period for the first sixty (60) working days of employment. Probationary employees may be discharged at the discretion of the district during the probationary period and shall have no access to the grievance procedures found herein in regard to such termination.
 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 unless originally assigned temporary status. Regular status employees working four (4) hours or more per day are subject to all terms and conditions of this agreement. Regular employees working fewer than four (4) hours per day are covered by all terms and conditions of this agreement unless specifically excluded.
 5. Temporary status shall refer only to those employees hired for a specified period of time not to exceed six (6) months or to those employees hired to replace an employee with regular status who is on leave. A temporary status position that requires posting must be so designated at the time of posting. Temporary status employees shall be covered by all terms and conditions of this agreement except Article III, Section 8, Layoff and Recall, and for those employees employed fewer than ninety (90) days, employee benefits.
 6. 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. Employees with substitute status shall receive the hourly rate specified in this Agreement and shall not be covered by any other terms and conditions of this agreement.

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 only to 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 being reprimanded. Employees shall have the right to representation by the Association in any meetings with the supervisor concerning requests to perform inappropriate job duties.

- C. New hires would be required to pass a physical exam done by an outside firm. Employees wishing to transfer from a non-lifting position to a lifting position will be required to pass a physical exam done by an outside firm.
- D. Any employee hired before January 1, 2003, will have a choice of selecting one of the following criteria to meet state or federal requirement (laws):
 - 1. AA degree (or higher) OR
 - 2. ETS test OR
 - 3. State approved portfolio OR
 - 4. 72 quarter credit hours or 48 semester credit hours OR
 - 5. Any criteria approved by state and/or federal requirements (laws)

Section 3 - Employee Evaluation

- A. All mechanical and/or electronic monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. 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 prior conference with the employee. 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 May 1 unless an employee has been placed on probation through the end of the school year. The employee has the right to attach comments to any evaluation report.
- D. The primary evaluator will be an administrator or supervisor. The certificated classroom teacher or immediate supervisor may be a contributing evaluator. The principal will be the primary evaluator, and the immediate supervisor may be a contributing evaluator unless an employee is notified by October 30 or thirty (30) days after employment who his/her evaluator(s) will be.
- E. Any formal observations conducted to assist in the evaluation process will be done openly and with full knowledge of the employee. The employee will be given a copy of each formal observation in a timely manner.
- F. Performance Probation:
 - 1. Employees may be put on probation for performance deficiencies. The employee will be given specific reasons for being placed on probation. The District will provide a plan for improvement and the necessary help to give the employee an opportunity to improve.
 - 2. Any probation period will last a minimum of forty-five (45) working days if implemented prior to April 15. Employees put on probation on April 15 will serve a probationary period through the end of the school year.
 - 3. An employee cannot be put on probation after April 15 and will not be terminated for performance deficiencies without being placed on probation as described in this section.

G. No Adverse Affect:

1. An employee successfully completing probation will have no adverse affect from having been placed on probation.
2. An employee not placed on probation and who has corrected any problems appearing on his/her evaluation will not be adversely affected by the appearance of those problems on an evaluation.

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 (excluding summer and school year breaks). Substitute experience and service of fewer than four (4) hours daily will be excluded when computing seniority.
- 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. 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.
- D. The District will make a seniority list available to employees annually. The list will not include employee social security numbers.

Section 5 - Assignments and Transfers

A. Definition of Terms:

1. ASSIGNMENT: An individual's current job placement.
2. REASSIGNMENT: A change in assignment within a building or program, either by request or because of building/program needs. OR, a change in assignment in the Special Design Program, regardless of location. Additional hours added to employee positions can be considered reassignments provided they do not exceed two (2) hours. Reductions to hours cannot exceed one-half (1/2) hour.
 - a. When an IA in the Special Design Program moves from one building to another while still in the Special Design Program, it is considered to be a reassignment.
3. PROGRAM: District-level programs eligible for reassignment within buildings. Programs are: K-12 Resource Room (includes all Resource Room instructional assistants); K-12 Special Design (includes Itinerants, MHOH, OI, Behaviorally Impaired, Designed Instruction, IMAGES, Pre-School, Autism, Individual Student Assistant IA ("S-IA")); K-12 Grant Funded (includes Title/LAP, ESL, Indian Ed, SALT, Juvenile Detention Center); K-12 Basic Education (includes Sacred Heart, Crosswalk, Technology, Childcare: Havermale, Horticultre).
4. JOB CLASSIFICATION: The specific position an Instructional Assistant has within a program.
5. POSITION OPENING: A building or program position that is available.

6. TRANSFER: Voluntary or involuntary movement of staff from one building to another, or from one program to a different program in another building..
 - a. INVOLUNTARY TRANSFER: Placement by the District in as similar position as is feasible at another building.
 - 1) When an IA in the Special Design Program moves from one building to another while still in the Special Design Program, it is NOT considered to be an involuntary transfer.
 - b. VOLUNTARY TRANSFER: Movement from a position to a position at another building within the instructional assistant bargaining unit.
7. PROMOTION: When an employee changes from one assignment to an assignment whereby the employee receives increased hourly pay.
8. SENIORITY: Seniority is defined as the number of years an instructional assistant has been in the instructional assistant bargaining unit with a four (4) hour or more position. All other provisions of seniority in this agreement also apply.

B. Sequence of Assignments and Transfers:

1. Building/Program reassignments
2. Placement of special needs transfers.
3. Placement of current year involuntary transfers.
4. Placement of involuntary transfers within the last three years.
5. Returns from leaves.
6. Posting of position openings.
7. Voluntary transfers.
8. Posting of vacancies outside the bargaining unit.

C. Reassignment procedure:

1. Prior to posting a building opening during the school year, the principal must notify the building staff in writing of the anticipated opening. The opening will be approved for the building reassignment process if the additional FTE is supported within the District's budget and does not restrict the District's option of placing staff who are impacted by involuntary transfer or staff returning from leaves of absence.
2. One-on-one student IA (S-IA) positions will be offered in-building only if the one-on-one IA currently assigned to the student has vacated the position or does not move to the new site with that student.
3. Building instructional assistant staff interested in consideration for reassignment to the opening must complete a building reassignment form, if qualified, and turn it in to the principal within two (2) days.

4. Reassignment requests will be considered and acted upon by the principal, in coordination of the program manager(s), prior to the district-wide posting of position openings for the building. Decisions will not be made in an arbitrary and capricious manner.
 5. Staff interested in openings which occur during the summer may leave a reassignment form, for positions for which they are qualified, with the principal prior to leaving for the summer break.
 6. Part-time instructional assistant staff must be three (3) hours or greater, and must be qualified for the requested position, to be eligible for reassignment. Part-time staff will be eligible for reassignment to positions of equal, less, or greater (greater up to two (2) hours) FTE if the additional FTE is supported within the District's budget and does not restrict the District's option of placing staff who are impacted by involuntary transfer or staff returning from leaves of absence.
 7. Staff who are part-time in several schools will be eligible for reassignment in the schools in which they are three (3) hours or greater.
 8. If hours are being reduced to employees in a program, the reduction will occur first to the least senior employee in that building within that program. The reduction will not exceed one half (1/2) hour per employee in any given calendar year.
 9. In the event that an IA's hours in the IA bargaining agreement are reduced from four (4) hours or more, to below four (4) hours, the following will occur if the majority of the IA's assignment contains IA hours in the IA bargaining unit: Added miscellaneous, non-represented, designated hours will count toward seniority, if needed to meet the four (4) hour minimum requirement for seniority status. Seniority is defined as the number of years an instructional assistant has been in the instructional assistant bargaining unit with a four (4) hour or more position. All other provisions of seniority in this agreement also apply.
- D. District coordinates with the SEA to make special needs transfers. Such placements would by-pass other transfer provisions. The District and the Association may agree to the special placement of a bargaining unit member for unique circumstances. Such placements will be agreed to by the employee.
- E. Involuntary transfers into remaining positions: District conducts involuntary transfer process.
1. In an attempt to prevent involuntary transfers, the District will seek volunteer instructional assistants 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.
 2. Employees identified for involuntary transfer from a building will be the least senior (per seniority definition) employee in the building by the following categories:
 - a) K-12 Resource Room IAs
 - b) K-12 Grant Funded IAs
 - c) K-12 Basic Education IAs
 3. Identified surplus staff will be ranked from most to least senior in each category noted in 2.
 4. If there are not enough K-12 Special Design positions district-wide in which to reassign K-12 Special Design program employees, the least senior K-12 Special Design employee(s) in the district will be involuntarily transferred.

5. If an employee voluntarily transfers into the position vacated by the SEA president, he/she agrees to become an involuntary transfer in the event the SEA president returns to his/her position at the end of his/her term.
6. Place remaining involuntary transfers.
 - a. Notice of meeting is given to employees who have been involuntarily transferred.
 - b. Conduct the placement meeting. If possible, this meeting will occur before school is out. At the placement meeting, an explanation of the process, and of each position available, with preferred qualifications, will be distributed. Representatives from the district and the SEA will also attend.
 - c. Employees who need to be placed and who cannot attend the meeting will be provided with the information and asked to return the interest form, noted below, to human resources prior to the meeting.
 - d. If there are not enough available positions and/or hours in a program to place involuntary transfers in that program, then, beginning with the most senior person, current year involuntarily transferred program staff will be offered the position in the program which is currently filled by the least senior program member who has the same amount of hours in the same program (one of the four (4) programs as defined in Definition of Terms, #3). If the involuntarily transferred employee turns down that assignment, he/she must choose from among the positions during the regular involuntary transfer process as noted below.
 - e. Among the current year's involuntary transfers, beginning with the most senior program employee, he/she will be allowed to choose an assignment for which he/she is qualified from the available openings in his/her current program. The assignment must be within one half (1/2) hour of the employee's current assignment.
 - f. Once program staff have selected from their program positions, the remaining least senior employees will select from among all remaining positions within one half (1/2) hour of their current assignment, starting with the most senior employee of all remaining involuntary transfers choosing among all remaining positions.
 - g. 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.
 - h. Selection of a site includes agreement with the site's charter and any prior approved variance(s).
 - i. If the involuntary transfer does not agree to accept the charter and the agreed upon variances at any of the available positions he/she may be assigned as a substitute. The employee will be offered other positions as they become available throughout the year.
 - j. Involuntary transfers from prior years who voluntarily select a position, and are placed in that position, will be removed from the involuntary transfer list for subsequent years.
 - k. An employee cannot be involuntarily transferred two (2) consecutive times and/or two (2) consecutive years in a row, unless due to a program location change or a program elimination.
 - l. Employees who have been involuntarily transferred prior to this agreement will maintain their involuntary transfer status for three (3) years. They will also be invited to the involuntary transfer

meetings scheduled after the adoption of this agreement. If, as of June 2008, they have not selected a position, they will be removed from the involuntary transfer list. Comparable position forms will continue to be used during the 2005-2006 school year.

- m. Instructional Assistants who do not meet qualifications for positions will attend the involuntary transfer meeting to choose positions for which they're qualified per normal process. If there are not enough positions for non-highly qualified Instructional Assistants to select, they will not displace any current Instructional Assistants, but will go on layoff status.

F. Returns From Leave Procedure:

1. Prior to departing on a leave of absence, the employee will fill out a form indicating the type of position to which he/she would wish to be returned. Options may include work site, classification, shifts, grade level or a combination of these.
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.

G. Posting Of Openings:

1. All open positions will be posted in a timely manner. A Notice of Position Opening shall be developed and posted on the District website for a minimum of five (5) working days. Openings will be posted as soon as reasonably possible.
2. Staff with limited or no computer access may call Human Resources and inquire about postings.
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.

H. Voluntary transfers within the same classification:

1. Requests for transfer to a different position within the same classification 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. An employee with current evaluation performance deficiencies may be denied a transfer.

3. The employee must agree to sign the site charter and any site variances.
 4. An opportunity to match the employee to these requirements and to provide the employee with opportunity to learn first-hand what the job entails will be provided through a face to face meeting between the employee and the supervisor of the site/program prior to granting the transfer.
 5. Should two or more employees meet the requirements listed in I.2-4, the position will be awarded based on seniority.
 6. An employee who does not receive an assignment to a specific posted vacancy for which the employee had submitted a specific letter of application during the posting period will, upon request of the employee, be informed of the reasons why he/she did not receive the assignment.
 7. An employee who is selected for a voluntary transfer within the same classification will begin the new position on the required start date. A substitute will be placed in the employee's former position, if needed. A permanent replacement will not be hired for the employee's former position until any employees who were interviewed, but were not selected for the new position, have an opportunity to complete the grievance hearing process. The grievant must initiate the process within five (5) working days of being notified by Human Resources that he/she has not been selected for the position.
- I. Voluntary transfers within different classifications at the same or lower pay level(s):
1. Requests for transfer to a different classification within the same or lower pay level(s) 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. An employee with current evaluation performance deficiencies may be denied a transfer.
 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 J.2-4, the position will be awarded based on the following considerations:
 - a. First consideration: prior work experience as it relates to the posted opening and/or other related experiences
 - b. Second consideration: seniority
 - c. The position will not be awarded in an arbitrary or capricious manner.
 6. An employee who does not receive an assignment to a specific posted vacancy for which the employee had submitted a specific letter of application during the posting period will, upon request of the employee, be informed of the reasons why he/she did not receive the assignment.

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

J. Promotion:

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

K. Posting Of Vacancies:

1. Additional hours may be offered to current employees before the District hires additional personnel provided the additional hours are compatible with the schedule of the employee and provided that

it is practical.

2. Vacancies will be posted to individuals outside of the bargaining unit after all reassignment, transfer, and position placements have been made. Applicants outside the bargaining unit will be considered after all reassignment, transfer and position placements have been made.

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

- L. The parties realize that from time to time positions currently held by bargaining unit employees will evolve into different positions with new titles and job descriptions. When that occurs, employees in the eliminated positions, if obviously qualified and if performing near identical performance responsibilities, will move into the new positions without those positions being posted and without going through the normal application, screening, and interviewing process.
- M. The District and the Association may agree to the special placement of a staff member for unique circumstances. Such placements would by-pass other transfer provisions and be agreed to by the employee.
- N. With the exception of special placement of staff, Subsection N above, no Instructional Assistant shall transfer more than twice during any single student year.
- O. Up to five (5) educational support personnel, entry-level positions per year may be filled by the District irrespective of hiring priorities and all transfer provisions. These positions are to enable the District to hire people who can offer special and unique contributions and to fill areas of shortage. The District will notify the Association, in writing, when this provision is applied.
- P. Newly hired employees must complete their probationary period prior to requesting a transfer to another location or assignment.

Section 6 - 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 7 - 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 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 recurrence, the new level of the 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 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 8 - Layoff and Recall

- A. Layoff shall be defined as a reduction in the work force causing a severance of employees.
- B. Layoff will be applied by category title using the following procedures:

1. The District shall first determine how many positions will be retained in each salary level in each category title.
2. Within a category title, the District shall first lay off probationary employees, then the least senior employees in that category title.
3. The district will then proceed to lay off employees by reverse seniority until the designated employment level is reached within the category title grouping.
4. Employees who have been identified for layoff by provisions 1, 2, and 3 above may displace employees in represented positions at the same or lower salary levels in the same or other category titles provided that they:
 - a. have prior successful experience in the specific position, or
 - b. meet the current qualifications for the position, and
 - c. possess greater seniority than employees who would otherwise be retained in the position.
5. The determination of whether or not qualifications have been met shall be made by the District evaluation of the employee's qualifications against the qualifications enumerated in the position description.
6. Instructional Assistants who do not meet qualifications for positions will attend the involuntary transfer meeting to choose positions for which they're qualified per normal process. If there are not enough positions for non-highly qualified Instructional Assistants to select, they will not displace any current Instructional Assistants, but will go on layoff status.
7. Employees wishing to exercise this provision must complete a district-provided form that will be included with the initial notice of layoff. This form shall include job category titles, assignment, insurance benefits (for employees on benefits at time of layoff), physical disabilities which may affect performance (medical verification also required). If the form and notice of layoff are delivered in person to the employee, the completed form must be returned to the Human Resources office within six (6) calendar days. If the form and layoff notice are delivered via certified mail return receipt requested, the form must be returned to the Human Resources office within six (6) calendar days of the receipt being signed by the recipient.

C. Recall Procedures:

1. Employees on layoff status shall be recalled, according to seniority, to any position that:
 - a. is equal to or less than the salary level of the position from which they were laid off and had served in for more than sixty (60) working days;
 - b. for which they meet the specified qualifications;
 - c. meets the terms identified by the employee via Section B.6.
2. 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/her current mailing address. A recalled employee shall be given up to five calendar days following receipt of

the letter to accept the reemployment offer by signing and returning the appropriate copy of the recall notice to the Human Resources office.

3. 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.
4. Employees on layoff shall retain their earned seniority for purpose of recall for a period of eighteen (18) months. Employees on layoff for more than eighteen (18) months shall lose their rights under this Agreement.
5. 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.
6. Employees who are laid off at the end of a school year and recalled at the beginning of the subsequent school year, so long as they are recalled into a position prior to October 1, shall not lose experience credit for purposes of salary schedule placement.

Section 9 - Length of Workday

- A. Hours are subject to program needs. Special Education Instructional Assistants who provide before and after school busing duties for special education/special design students will be assigned a 6.5 hour work day in order to provide student supervision.
- 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 week shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. Approval for additional time or overtime must be obtained in advance from the building principal or program manager.
- 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. The maximum amount of time Instructional Assistants will be used for noontime duties will be 30 minutes per day exclusive of travel to and from the designated area and emergencies.
- F. Four times a year SEA will be authorized to hold school site meetings during the 30 minute period before or after the student day.

Section 10 - Lunch and Rest Periods

- A. 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.

- B. 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.
- C. When employees are not completely relieved from duty during their lunch period, such time will be paid as work time.

Section 11 - Holidays

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.

Section 12 - 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 13 - Employee Protection

- A. Employees who sustain a personal injury/illness, covered by workers' compensation, in the course of employment will be paid full salary for the period of absence less the amount of the workers' compensation award made for disability due to such injury/illness; such absence shall not be charged to the annual or accumulated illness leave up to a maximum of thirty (30) workdays. If a deduction in accumulated leave or salary has been implemented by the District, the leave bank or salary will be reinstated upon receipt of the Department of Labor and Industry order and notice form approval. After thirty (30) workdays, such absence shall be charged to the annual or accumulated illness leave in the pro rata amount paid by the District.
- B. Injury Related Reassignments:
 - 1. Any employee who incurs a compensable injury as a result of performing work for the District and is unable to perform the duties of the employee's regular position at the time a physician or medical panel certifies that the employee is able to work may be reassigned to another position without the position being posted and without regard to seniority. The employee may be assigned to a position outside the jurisdiction of the Association without loss of seniority. An employee not represented by the Association may be temporarily assigned into a represented position without the position being posted and the employee shall not be required to pay a representation fee. The employee will continue to receive all rights, privileges, and protections normally given under this Agreement.
 - 2. The Association will be informed in writing, by way of a copy of the employee's assignment article, if any employee not represented by the Association is assigned to a position represented by the

bargaining unit or if an employee represented by the Association is placed in a position outside of the bargaining unit.

3. If placement of employees not represented by the bargaining unit exceeds 10 percent of the permanent bargaining unit positions, the District will seek concurrence from the Association.
 4. Compensation for employees on rehabilitation shall be determined by the Department of Labor and Industries Loss of Earning Power Standards.
- C. The District agrees that it will include employees as insureds in the District's liability policy.
- D. The District shall reimburse the employees for:
1. The replacement of any clothing or other personal property damaged or destroyed in a disturbance as defined by state statutes.
 2. Any District-registered personal property used for instructional purposes in the workstation which has been damaged, destroyed, or stolen during the course of their employment. Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or one hundred dollars (\$100), whichever is less.
 3. Personal items damaged, destroyed, or stolen from the building or work station, provided steps have been taken to secure such property by locking or other appropriate security measure(s). Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or one hundred dollars (\$100), whichever is less.
 4. Vandalism damage 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 family 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. For those employees who have no personal insurance, the District agrees to submit the claim(s) to the District's insurance company for consideration.
- F. The District will strive to improve security in parking lots and shall vigorously pursue investigations of vandalism occurring on school property and shall report to the affected employee/Association.
- G. 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.
- H. 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.

- I. 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.

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

Section 14 - Facilities and Identification Cards

- A. Employees shall be provided a lockable storage area for personal belongings, a key to the home-base room and an adult sized chair. If a lockable storage area is not available, upon request of the Instructional

Assistant, a lockable locker which will be placed near or in the room where they work the most often. The District will make every effort to provide an adequate classroom/work space for each I.A.

- B. The District will provide each school with a communication system that is connected to the school office for employees to use when required to supervise students anywhere on the site, such as for playground, bus, and patrol duty.
- C. Instructional Assistants who are required to exit and enter the school building during their assigned work hours as part of their job responsibilities may request a building key from the principal. Such requests will normally be granted. Building rules for distribution of keys will be followed.
- 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. 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 - Workload

- A. Instructional assistants who are assigned to regular classes or individual students when those classes or students are served by specialists, shall accompany the student(s) to the specialists' class.

- B. Only appropriately trained support staff in the multiple handicapped/orthopedically handicapped (MHOH), developmentally impaired (DI), and preschool programs shall change diapers. The District shall make every effort to assign same-gender trained staff to perform job functions involving diapering and other personal hygiene duties. This provision shall not apply to employees assigned to work in licensed childcare settings.
- C. Only appropriately medically trained support staff in the MHOH/DI/preschool programs shall change catheters. The District shall make every effort to assign same-gender medically trained staff to perform job functions involving catheterization.
- D. No bargaining unit employee shall be required by the District to dispense or administer medication or perform other medical functions unless he/she has been provided with proper training and if he/she so volunteers. Should a bargaining unit employee provide such medication or perform any medical functions during the course of his/her assigned duties, the District agrees to hold harmless such employee from any and all liability that might result therefrom.
- E. The District shall maintain nine(9) Itinerant Instructional Assistant positions. These employees will be used to provide supplemental staff in DI, BI and MHOH classrooms and to cover for absent employees as needed. The pay level for these employees will be the same as special education, special design employees.
- F. All employees delivering direct instruction will be provided forty-five (45) minutes of coordination/readiness time per week. The time is to be encompassed into their normal workweek.

Special Design IA's BI/DI/MHOH/OI (or any other IA who is not able, after collaborating with their principal, to get their 45 minutes readiness/consultation time during the work day) who work four or more hours per day shall be eligible to access up to 3 hours per month of coordination/readiness "use it or lose it" time. (45 minutes per week). Accessing this coordination/readiness time shall not result in overtime.

- G. It is important that employee workload and district budget implications are considered before an application is made for any grant. Consequently, all grant applications must follow the procedures established by Labor Management as indicated on the Grant Application Form, available on-line in the Policies and Procedures Manual.
- H. Instructional Assistants need to be provided time and access to conveniently located district communication and technology resources (e.g. classroom computer) for the purpose of timely and efficient communication with building staff, including work related paperwork. This time will be provided during the normal work day.
- I. 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.
- J. For information related to staffing levels in various special education programs, you may refer to the Certificated Collective Bargaining Agreement, Article IV, Section 14, Employee Workload.

Section 16 - 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 for all classroom staff to be better prepared for working with a diverse range of students (e.g. Special Education, ELL and 504 students), the Special Education Leadership Team, Student Services Department, ELD Department, and Professional Development Department will collaborate to:
 - 1. Plan for and offer a cyclical matrix of professional development classes for staff who want to be better prepared in providing service to Special Education, ELL and 504 students.
 - 2. Develop first day success tip sheets for classroom staff which address the specific needs and circumstances of various Special Education, ELL and 504 students.
- C. 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. When an Instructional Assistant begins a new job, initial training will include an orientation to equipment to be used. Yearly refresher training will be provided if requested.
- E. Early in an assignment to a new position, the supervisor will meet with the new employee to discuss job expectations. Expectations will be in writing.
- F. The District will encourage and facilitate on site college classes in accordance with existing facilities usage policies and procedures.
- G. IAs will have access to “use it or lose it” time to be used for Building/District staff development purposes. Specifically, IAs will have six hours of time for each day that is provided by the state legislature which provides additional staff development days to the certificated state salary schedule. If no days are designated by the state to the certificated state salary schedule, no hours are provided for IA use.
- H. Core Competencies are required of all IAs. See Addendum G.
- I. 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 17 - Mentor Training Program

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

Section 18 - Summer Employees

- A. Selection Process:
 - 1. Employees with previous summer school experience as instructional assistants 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 instructional assistants are interested than there are available

positions with the same or fewer number of hours and/or level of pay as is assigned during the school year, selection will be based secondly on bargaining unit seniority.

- B. If an instructional assistant works summer school, he/she will be paid for Independence Day.
- C. The District and the Association agree to the concept that building-level instructional programs are generally best served by building-level staff if those programs extend longer than the regular school year. To that end, it is the intent of the District and the Association to allow priority be given to building-level staff during the selection process for extended year programs. Within a bargaining unit, when positions for building-level extended year programs are available, priority will be given in the following order:
 - 1. First priority: building-based bargaining unit members, by seniority, for those employees having prior building-level extended program experience (by classification for educational support employees).
 - 2. Second priority: building-based bargaining unit members, by seniority (and by classification for educational support employees).
 - 3. Third priority: other building-based bargaining unit members by seniority, and if qualified.
 - 4. Fourth priority: all other bargaining unit employees as per the appropriate collective bargaining agreement. Multi-building District summer school programs will continue to be staffed under the applicable provisions in each collective bargaining agreement.

Section 19 - 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 20 - 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 21 - 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 22 - 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 23 - Joint Committee on Special Education

A committee will be formed to determine the allocation of additional time needed to support case management activities at the building level and to determine the effectiveness of the Assessment Centers on reducing case load management issues. Other tasks may be assigned to this joint committee as approved by the District/Association labor/management group.

Section 24 - Joint Committee on School Calendar

- A. 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.
- B. 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.
- C. Parent representatives on this committee may participate in an advisory capacity.
- D. 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.
- E. The Association agrees that the District may alter the work year to meet emergencies or unforeseen circumstances, provided, however, that the total number of contracted workdays for the year shall not change. The schedule for workdays to be made up shall be subject to discussion in labor/management meetings, or through negotiations if necessary.

Section 25 - Instructional Assistant Leadership Team

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

Section 26 - Special Education Leadership Team

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

Section 27 - 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 preplanning 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 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 - Family Care Leave

Employees shall be allowed to use their accrued leave under this section to care for immediate family members with a health condition that requires treatment or supervision. Immediate family is defined as parent, parent-in-law, brother, sister, husband, wife, son, daughter or person with whom one has had association equivalent to these family ties.

Section 3 - Maternity Leave

- A. Absence for Maternity - Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington State Human Rights Commission change, the administrative procedure will be revised accordingly.
- B. Notification - An employee shall notify the assistant superintendent of Human Resources in writing of the expected date of the birth of the child at least three (3) months before that date.
- C. Request for Leave of Absence - An employee, upon request, shall be granted a leave of absence from her position prior to the birth of the child; the exact date to be determined between the employee and the administration.
- D. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:
 1. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, provided the employee works up to the day her physician indicated as the beginning of her disability.
 2. Sick leave will terminate following birth of her child on the date her physician indicates she can perform her employment responsibilities.
 3. If sick leave is exhausted during the period of physical disability, the employee will automatically be

placed on sick/injury leave without pay for the duration of the period.

4. A substitute may be placed in the employee's position during the period of absence.
- E. Return - An employee shall, within thirty (30) calendar days following the birth of her child, notify the District of the specific day she will return to work, which shall be not later than sixty (60) calendar days following the birth of the child, provided she has a release from her physician. Because of the circumstances relating to the timing of holidays, vacation periods, and the change of semesters, the administration and the employees may agree to deviations.

Section 4 - Child Rearing Leave

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

Section 5 - Parenting Leave

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

Section 6 - Temporary Absence

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

Section 7 - Bereavement Leave

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

Section 8 - Family and Medical Leave

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

Section 9 - Military Leave

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

Section 10 - Public Service Leave

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

Section 11 - Community Service Leave

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

Section 12 - Jury Service

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

Section 13 - 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 - Non Twelve Month Employee Vacation Leave

Two vacation leave days will be granted each year. The request for leave must be made by the end of the prior regularly scheduled workday. 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. These days can be accumulated to a total of five (5). Any employee wishing to utilize more than three (3) annual leave days consecutively may do so, provided that more than three (3) consecutive days cannot be taken immediately before or after a holiday break period, nor before or after a LID day, nor during the first or last week of school, nor during WASL testing.

Employees who elect not to utilize these days will receive an amount equal to one day's pay for each unused day. Non-twelve month employees will earn a salary increment stipend. See Article V Section 2 Stipends for details.

Section 16 - 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 17 - 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 day(s). This provision shall not apply to a withholding of services for any reason by employees represented by Association.

Section 18 - Shared Leave Pooling

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

ARTICLE V - SALARY AND BENEFITS

Section 1 - Salary

- A. Salary schedule is attached as Addendum A.
- B. Longevity pay increments will be based on years with the District in any regular position calculated from date of hire. All regular District experience will count toward an employee's placement on the salary schedule regardless of the number of hours worked per day, if such experience either did allow or would have allowed the employee to move forward on the appropriate salary schedule in effect at the time. Excluded from allowable experience is all substitute experience. The step increase date will be the actual date of hire, minus any unpaid leave(s) of absence or other breaks in service. Military leave and unpaid leaves of absence in which the educational support employee receives workers' 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 years' 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.

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

Current employees in positions of 4 hours or more who have previously chosen the 10 month option will not be required to provide annual notification in writing.

- G. All employees at Libby assigned to similar programs who are currently paid on Level 3 will continue to receive salary compensation at that level. As new positions are established or current positions become vacant the salary compensation will be based on level 2.
- H. Collaborative Time: Instructional Assistants will be allocated one (1) hour per month, with compensation at their regular rate of pay, for IA's to participate in collaboration and/or time to plan with teachers/ staff. Time will be optional, decided at the principals' discretion, and will not result in overtime.
- I. 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 or core competency 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 \$325 in recognition of position requirements for clothing, supplies, and materials. Each employee can only earn one clothing/supplies/materials stipend per year. \$200 of the stipend will be prorated by FTE, and \$125 of the stipend will not be prorated.
- E. **Longevity Stipend** -- Employees shall receive a \$200 longevity stipend in February for having completed 20 years of employment with the district as of the previous August 31.
- F. **Working Conditions Stipend** -- Instructional Assistants who are required to perform personal care, including but not limited to, hygiene, toileting and diapering, and severe behavioral support services to students, shall receive a \$1,000 personal care stipend each year, prorated by FTE.
- G. **Grandparent Stipend** -- Employees who were hired prior to September 1, 2006 who have earned

stipends in excess of the total dollars offered for stipends as noted above will receive a Grandparent stipend in the amount of the difference between the average total stipend amount earned in the previous three years (2003-04; 2004-05; 2005-06) and the current available stipend amount. This Grandparent stipend shall remain the same once established for each individual.

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

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

- I. Instructional assistants employed prior to January 2003 who are required to meet new requirements of state and federal law such as ESEA or IDEA will be reimbursed once for the cost of taking the required test or for costs related to the review of the portfolio if that option is selected to meet the requirement. The District may pay for such costs directly if it is more efficient to do so. The District will schedule multiple opportunities for instructional assistants to attend workshops designed to assist instructional assistants in meeting new requirements. Such assistance could include test preparation, tutoring, or portfolio preparation. No additional pay will be provided for attendance at these workshops.

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, and dental 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. Temporary employees will not be eligible for insurance benefits if an employee is employed fewer than 90 days.
- 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, regulation, 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
INSTRUCTIONAL ASSISTANTS SALARY SCHEDULE - IA, 2010-2011**

LEVEL	STEP	EXPERIENCE INCREMENTS					LONGEVITY INCREMENTS			
		0	1	2	3	4-8	9-13	14-18	19-23	24
2	Annual	22,220.79	23,536.16	24,826.88	26,169.31	27,516.72	28,674.44	30,398.72	31,913.59	33,509.74
	Monthly	1,851.73	1,961.35	2,068.91	2,180.78	2,293.06	2,389.54	2,533.23	2,659.47	2,792.48
	Hourly	10.68307	11.31546	11.93600	12.58140	13.22919	13.78579	14.61477	15.34307	16.11045
3	Annual	26,974.79	28,280.30	29,573.52	30,881.49	33,445.71	34,600.97	36,679.93	38,512.55	40,438.80
	Monthly	2,247.90	2,356.69	2,464.46	2,573.46	2,787.14	2,883.41	3,056.66	3,209.38	3,369.90
	Hourly	12.96865	13.59630	14.21804	14.84687	16.07967	16.63508	17.63458	18.51565	19.44173

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

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ADDENDUM B – NONCOMPULSORY DAYS

Noncompulsory Workdays

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

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 - DEFINITIONS

Classification Listings

Level 2

Basic Education

Bryant Re-Entry

Contract Based Education (CBE)

Crosswalk

Havermale Child Care Center

Indian Education

Professional/Technical Education

 Horticulture

REAL School

SALT Program

Secondary Detention

Skills Center Aide

Special Education

 Itinerant

 Resource

 Special Design (OI, BI, DI, DI ABLE, MHOH, Preschool, Student IA, Inclusion Kindergarten)

 Deaf/Hard of Hearing

 Hearing and Vision

 DI - Images

Technology

Title I N&D

Title I/LAP, Elementary

Title I/LAP, Homeless Education

Title I/LAP, Secondary

ESL I.A.

Level 3

Behavior Technician (frozen from 1989)

Discipline/Behavior Intervention (grand fathered)

Indian Education Program Liaison

Media Transcriber, Visually Impaired

Special Education

 Special Design, Libby (frozen from 1995)

 Visually Impaired

Title I/LAP Liaison

ADDENDUM E

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

JANUARY

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

Significant Dates

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

Elementary Grading Periods

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

Elementary Reporting To Parents

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

Secondary Grading Periods

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

Secondary Reporting To Parents

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

Legend

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



Spokane Public Schools Calendar 2010-2011

ADDENDUM F - 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	✓	✓

ADDENDUM G -- CORE COMPETENCIES

This addendum outlines the requirements for Core Competencies by the District and the association through the bargaining process. As this program continues to evolve this document will be modified.

Path 1 -- General requirements

- * Required for all IAs
- * Completion required within 1 year of employment
- * Demonstration, conversation, or take classes for sign off
- * Sign off responsibility: administrators, district approved trainers, and/or supervisors
- * Core Competency validation forms turned in to HR when completed -- placed in personnel file
- * Forms are responsibility of individual until turned in
- * Website states requirements and ways to complete requirements
- * Cover the basic 14 core competencies
- * Notification by district if not completed within one year from date of hire
- * Needed for continuing employment as an I.A.