

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*

## Nutrition Services



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

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

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

## **ARTICLE I - ADMINISTRATION**

### **Section 1 - Recognition**

- A. Spokane School District No.81, hereinafter referred to as "District," recognizes the Spokane Education Association hereinafter referred to as the "Association" as the exclusive bargaining representative for all full-time and regular part-time Nutrition Services employees employed by the District. Such representation shall exclude the Nutrition Services Director and area supervisors.
- B. The term "employee" when used hereinafter in the Agreement shall refer to all Nutrition Services employees represented by the Spokane Education Association.
- C. The term "non-twelve month employees" shall refer to all employees who are regularly assigned to an annual work year that is equal to or approximates the school calendar.
- D. The term "substitute" shall refer to an employee who is hired on an incidental basis for a short duration, usually to replace an individual out in an absence for a brief or unknown period of time. These employees, upon serving the minimum number of days required by law for representation, are covered by the following sections: hours of work, lunch and rest periods, and identification cards. Employees with substitute status shall receive the hourly rate specified in this Agreement.
- E. This Agreement shall supersede any District rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- F. The District will not contract out an entire bargaining unit's work, or an entire department's work within a bargaining unit, to an outside contractor.

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

- A. If any provision of this Agreement or of the application of such provision should be found contrary to law or declared invalid by a tribunal of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree that the courts and the Public Employment Relations Commission (PERC) shall be considered tribunals of competent jurisdiction in such matters. Should the state auditor and/or attorney general issue an opinion that a contract provision or practice does not comply with law, the parties agree that either side has the right to seek legal determination of such opinion and if declared invalid the invalid portion will be stricken from the Agreement upon final binding determination by the highest tribunal of competent jurisdiction to which an appeal has been filed in a timely manner.
- B. The District and the Association shall enter into negotiations within ten working days for the purpose of arriving at a mutually satisfactory replacement or deletion of the specific section(s) or provision(s).

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

- A. Following the completion of writing contract language, the District shall print a mutually determined number of copies of this Agreement. The Association will accept the Agreement on behalf of the employees and will be responsible for distribution of the copies. Additional copies shall be provided the Association.

- B. The cost of printing the Agreement shall be borne equally by the District and the Association. The District and the Association shall jointly agree to the format and shall proof the Agreement prior to the printing.
- C. In order to insure that all employees obtain a copy of this Agreement, the Human Resources Department shall provide the Association with a monthly updated list of new employees and their assignments.

**Section 4 - Nondiscrimination**

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, sexual orientation including gender expression or gender identity, honorably discharged veteran or military status. The private and personal life of any employee is not within the appropriate concern or attention of the District unless it adversely affects the employee's work or working relations with others. Both the District and the Association shall bear the responsibility for complying with this provision of the Agreement. The parties agree to not use this clause to file frivolous grievances.

**Section 5 - Charter Agreement for Variances**

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

## **ARTICLE II - BUSINESS**

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

- A. All members of this bargaining unit shall, as a condition of employment, be a member of the Association or pay a representation fee (agency fee) equal to the dues of the Association.
- B. The District shall enforce this provision by deducting from the employee's salary each pay period the dues required of membership, or for nonmembers thereof, a fee equivalent to such dues. This provision safeguards the right of non-association of employees based on bona fide religious objections. Upon annual request, such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the public employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot reach agreement on such matter, PERC shall designate the charitable organization.
- C. The District shall transmit the dues to the Association each pay period.
- D. The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the Association shall select the attorney(s).

### **Section 2 - Management Rights**

The District retains the right, unless modified by specific provisions within this Agreement, to direct all employees; hire, promote, demote, assign, reassign, determine the duties of, and retain employees and to suspend or discharge them for sufficient cause; relieve employees from duties because of lack of work or other legitimate reasons; determine the method, number, and kinds of personnel required. The foregoing enumerated functions of the Board shall not be deemed to exclude other functions of the Board not specifically set forth.

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

- A. The Association has the right and responsibility to represent the interests of employees in the unit, to present its views to the District on matters of concern, and to enter collective negotiations with the object of reaching mutual agreement applicable to all employees within the bargaining unit.
- B. Representatives of the Association, upon first making their presence known to the appropriate building principal or his/her designee, shall have access to District premises during business hours; provided that no conference or meeting between employees and the Association representatives will in any way hamper or obstruct the normal flow of work.
- C. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association may use District interschool delivery services for purposes of communicating with employees in connection with the Association duties as bargaining agent. All materials sent by the Association shall be labeled as Association materials. Such materials shall be in conformity with applicable law and a copy shall be provided the principal.

- D. Upon request, the president of the Association will be granted a leave of absence for the school year in which he/she is president. The Association will reimburse the District for the salary and fringe benefits of the president at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave. The Association will maintain a record of all days of absence under sick, injury, and emergency leave used by the president during the school year and present it annually to the District. Upon completion of the term of office and leave of absence of the Association president, the District shall, upon the request of the individual, return the individual to the building previously assigned in a similar position, provided the same building is in operation and further provided that the position has not been changed or eliminated. In the event the previously assigned building is no longer in operation, or the position has been changed or eliminated a mutually agreed upon position will be provided.
- E. The District shall provide to the Association an aggregate of two hundred fifty (250) total days for all bargaining units represented by the Association each school year for the purpose of Association leave. Use of such leave shall be approved by the president of the Association. The Association shall provide the full salary costs for the employee's absence when substitutes are required. Release time for Washington Education Association (WEA) board members, National Education Association (NEA) board members, and arbitration witness shall not be counted against this leave total. The District will provide substitute time for all joint committee meetings as needed that meet during the workday. Substitute time for joint committees will not be counted against Association leave days. Prior to the establishment of any joint committees, the District and the Association will agree as to the numbers and make- up of the joint committees. All joint committees will strive to minimize impact on school activities by scheduling meetings outside of the school day.
- F. The Association will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.
- G. The Association's Representative Council can approve mid year contract changes after open meetings of bargaining unit involved.

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

- A. The District and the Association shall conduct regular Labor/Management meetings for the purpose of resolving problems that may arise relative to the administration of this Agreement.
- B. The Association will hold the District harmless for any suit or claim made against the District arising out of release time for attending to Association business.

#### **Section 5 - No Strike - No Lockout**

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

## **ARTICLE III - PERSONNEL**

### **Section 1 - Job Descriptions**

- A. Job descriptions for all positions subject to this Agreement will be developed by the District and made available for each employee. Such job descriptions shall not describe any job in terms of responsibilities that rightfully belong within another bargaining unit. Any represented employee may submit written recommendations regarding job descriptions to his/her supervisor. No changes in job descriptions shall be made without good faith consultation with the Association addressing the District's perceived need for the change and suggested alternatives. Any changes in qualifications required in job descriptions shall apply to only employees not currently in those positions.
- B. When an employee feels that he/she is being asked to perform inappropriate job duties, the employee has the right to discuss the concern with his/her supervisor and/or program director without negative consequences. Employees shall have the right to representation by the Association in any meetings with the supervisor concerning requests to perform inappropriate job duties.
- C. If job descriptions for current positions are modified in a manner that would exclude current employees for assignment to those positions, all employees currently working in that position or similar positions shall be grandfathered as deemed qualified for assignment under that job description.
- D. New hires would be required to pass a physical exam done by an outside firm. Employees wishing to transfer from a non lifting position to a lifting position will be required to pass a physical exam done by an outside firm.

### **Section 2 - Employee Rights and Prerogatives**

- A. Employees subject to this Agreement shall have the right to join or not to join the Association in accordance with Article II, Section 1, Dues Deduction, of this Agreement. Neither the District nor the Association shall attempt to influence any employee in his/her decision through threat, coercion, discrimination, or any other act that is illegal under the laws of the state of Washington.
- B. Employees subject to this Agreement shall have the right to freely exercise all rights extended them by statute or by the terms and conditions of this Agreement. Nothing in this Agreement shall deny the right of the employee to utilize the existing and customary administrative channels to present his/her views to the District management.
- C. 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.

### **Section 3 - Probationary Period**

- A. Any newly hired employee, except those with substitute status, shall serve a probationary period for the first sixty (60) working days of employment. Probationary employees may be discharged at the discretion of the district during the probationary period and shall have no access to the grievance procedures found herein in regard to such termination.

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

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.

- B. Employees who have been transferred, reassigned, or promoted shall serve a probationary period of sixty (60) working days in the new position. If, during such probationary period, the District determines that an employee is not capable of continuing in the position to which he/she was transferred, reassigned, or promoted, the employee shall revert to the position he/she vacated, if it is still available, or to one of equal classification and hourly rate, or to a position which is mutually agreeable to the District and the employee.

#### **Section 4 - Employee Evaluation**

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

#### **Section 5 - Employee Files**

- A. Personnel Files:
  - 1. Personnel files are confidential and shall be available for inspection only to the District's management and the individual employee.
  - 2. By prior appointment an employee shall have the opportunity to review the contents of his/her file and copy, at the employee's expense, materials within the file.
  - 3. A review of the personnel file will be supervised by the assistant superintendent of Human Resources or designee(s).
  - 4. The employee may request an additional individual, chosen by the employee, be present for the personnel file review.

5. The employee may work with the assistant superintendent for Human Resources, or designee, to add material to, or delete material from, his/her personnel file. Any material except that material required by statute or placed as a result of disciplinary action, will be removed, if so requested in writing, from the employee's file two (2) years after its initial placement.
6. The employee shall have an opportunity to attach written comments to anything in his/her file.
7. Any derogatory document not provided to an employee within fifteen (15) work days after receipt shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee having been provided a copy first and been provided the opportunity to attach his/her own comments. Such written response shall become part of the employee's written personnel records.
8. The personnel file is a District file and shall be maintained in the District's Human Resources office.
9. All confidential materials currently in an employee's personnel file will remain except as removed according to the procedure outlined in Paragraph 5 above. Confidential materials can be placed in an employee's personnel file only with the employee's permission.

B. Supervisor File:

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

C. Other Materials:

1. Other materials include confidential files on grievances, discipline, and litigation.
2. These materials are not available for review by the employee and will be available only to District administrative staff or legal counsel involved in the processing of grievances, discipline, or litigation.

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

D. Applicability of Public Disclosure Laws:

Nothing in this agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee prior to the release of any requested document(s).

**Section 6 - Progressive Discipline**

- A. The District has the right to discipline, suspend, or dismiss for just cause. Prior to instituting progressive discipline steps, the District will have made a reasonable attempt to counsel with the employee and to clarify job expectations. All disciplinary action shall be in accordance with the principles of progressive discipline. Progressive discipline may include: verbal warning, written warning, and written reprimand. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.
- B. No employee shall be disciplined in any form whatsoever without such employee being informed by his/her supervisor of the right to have representation from the Association.
- C. After a supervisor concludes that actions of an employee may be cause for discipline, he/she shall notify the employee of the nature of the concern which has come to his/her attention and allow the employee an opportunity to meet with the supervisor and respond. Such notification must include complainant(s)' name(s). An employee or group of employees shall have the right to be accompanied by a representative of the Association during any such meeting. If, after the investigation is complete the District chooses to discipline the employee, the District may hand deliver the letter of discipline to the employee without calling a special meeting.
- D. An employee shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action and shall have access to the grievance procedure.
- E. After two (2) years from the date of the discipline, during which the employee has not had a recurrence of the behavior cited, the employee may submit a written request that the progressive disciplinary document revert to the next lowest step of progressive discipline. From the date of the request to lower the discipline level of the document, if there has been no reoccurrence, the new level of discipline will be noted as revised and dated on the original document. Documents lowered to the level of verbal warning will be removed from the personnel file and will be kept in the site supervisor's file only. Two years after the issuance (or dated change) of a verbal warning, the verbal warning will be removed from the supervisor's file upon receipt of a written request from the employee. The only reference to the discipline action will be kept in District records, separate from the employee's personnel file, as evidence of the District's handling of the matter. It cannot be used as a basis for future discipline of the employee.
- F. The Washington Administrative Code governing acts of unprofessional conduct will be used as the guideline for all employees. In the event the disciplinary action falls under these standards, the two year provision of this section may not apply.

## **Section 7 - Termination of Employment**

- A. An employee shall give two (2) weeks' notice of termination. Such notice shall be in writing to Nutrition Services department with a copy to the immediate supervisor and shall include the reason for termination. Employees will forfeit accrued benefits except sick leave upon failure to notify the appropriate supervisor two (2) weeks in advance of termination. Employees will be liable for reimbursement to the District for salary and/or benefits used but not earned.
- B. The District will give each covered employee not less than two (2) weeks' notice of intended termination, except in cases of immediate discharge. Exceptions to this would be probationary employees.
- C. By mutual agreement between the Nutrition Services department and the employee, the two (2) weeks' notice period may be waived.

## **Section 8 - Assignments and Transfers**

- A. Definition of Terms:
  - 1. ASSIGNMENT: An individual's current job placement.
  - 2. REASSIGNMENT: A change in assignment within the Nutrition Services program, either by request or because of program needs.
  - 3. OPENING: A position that is available to members of a bargaining unit.
  - 4. TRANSFER: Voluntary or involuntary movement of staff.
    - a. INVOLUNTARY TRANSFER: Placement by the District in as similar a position as is feasible within the same bargaining unit.
    - b. VOLUNTARY TRANSFER: Movement from one position to another within the same pay level.
  - 5. PROMOTION: when an employee changes from one assignment to an assignment whereby the employee receives increased hourly pay.
  - 6. VACANCY: A position that is available to individuals outside of the bargaining unit.
- B. Sequence of Assignments and Transfers:
  - 1. Building reassignments
  - 2. Declaration of openings as they become available
  - 3. Placement of employees who have been previously involuntarily transferred
  - 4. Placement of new involuntary transfers if there is a need
  - 5. Placement of returns from leave
  - 6. Posting of openings

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

C. Building Reassignment Procedure:

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

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

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

1. The District will generate a list of those who are under involuntary transfer status from prior years.
2. Based on known available openings and the information on return to a comparable position, employees will be offered transfers (see E.9). Employees not matched to openings will remain on involuntary status until a match is offered.
3. Employees offered a match may decline and remain where they are currently assigned but will be taken off of involuntary transfer status.

F. Involuntary Transfer Procedures:

1. Prior to any involuntary transfers occurring, the District will identify the location and number of staff needing to be relocated.
2. Employees identified for involuntary transfer will be least senior in the bargaining unit within the classification at the identified site.
3. All identified surplus staff will be ranked from most to least senior.
4. In an attempt to prevent involuntary transfers, the District will seek volunteers to take the place of those identified for involuntary transfer. For purpose of selecting a new assignment, volunteers will assume the seniority ranking of the employee they are replacing. When an individual's turn to select a new position comes up he/she may withdraw his/her offer to volunteer and the originally identified employee will be placed back on the involuntary transfer list.
5. All known open assignments will be listed.
6. Beginning with the most senior person to be involuntary transferred he/she will be allowed to choose an assignment for which they are qualified from the available openings. If there are no openings, the District will follow the layoff procedures negotiated in this Agreement.
7. If no openings exist in the same classification, the identified person will displace the least senior employee in that classification.

8. The person displaced shall have the ability to displace the least senior employee at the next lowest pay level, as long as they exhibit greater bargaining unit seniority, and as long as openings at that level do not exist.
9. An employee may only access positions through this provision that are within one half hour (1/2) of his/her original assignment. In no case shall an employee receive a promotion through this provision.
10. An employee may only access positions through this provision for which he/she is qualified.
11. Selection of a site includes agreement with the site's charter and any prior approved variance(s).
12. If the involuntary transfer does not agree to accept the charter and agreed upon variances at any of the available options he/she may be assigned as a regularly employed substitute for the District or be temporarily assigned to a site. The employee will be offered other positions as they become available throughout the year.
13. When an involuntary transfer occurs, the employee will fill out a form indicating a comparable position to which he/she would wish to be returned. Comparable position may include work site, shifts or both.
14. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent or his/her designee shall meet with him/her. The employee can, at his/her option, have an Association representative present at such meeting.
15. No employee shall be involuntarily transferred two years in a row unless position is eliminated due to program changes.
16. Involuntarily transferred employees shall keep their same hourly wage with the involuntary transfer.
17. An employee involuntarily transferred shall receive five (5) days notice prior to such transfer.
18. Where two sites are combined, the most senior employee of the two becomes the employee at the combined site. The least senior of the two is allowed to displace the least senior of the entire list of employees through the involuntary transfer procedures outlined in this provision, or through layoff and recall provisions, if applicable.

G. Returns From Leave Procedure:

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

H. Posting Of Openings:

1. All open positions will be posted in a timely manner. A Notice of Position Opening shall be developed and posted 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.

I. Voluntary Transfer Procedure:

1. Requests for transfer to a different position within the bargaining unit must be made on a form provided by the District as specific openings become available. Staff interested in openings which occur while they are on vacation or during non-student periods may leave a transfer request form with Human Resources prior to leaving for the break.
2. The employee selected for transfer must meet qualification requirements for the position and whose most recent performance evaluation showed satisfactory ratings. See "N" below.
3. The employee must agree to sign the site charter and any site variances.
4. An opportunity to match the employee to these requirements and to provide the employee with opportunity to learn first-hand what the job entails will be provided through a face to face meeting between the employee and the supervisor of the site/program prior to granting the transfer.
5. Should two or more employees meet the requirements listed in 1.2-4, 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.
8. 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 for the position and must complete the following steps:
  - a. Become familiar with the specific responsibilities and safety and maintenance procedures that are a part of the position.
  - b. Visit the site and meet with the supervisor/worksite administrator to discuss specific site needs.
  - c. Sign charter and any site variances.
3. Complete an interview to determine prior successful experience related to the change of position, related skills or expertise, and overall match to the new position.
4. Should the supervisor and/or representatives of the site determine that two or more employees match the requirements listed in 1.2-3, the position will be awarded based on the following:
  - a. First consideration: prior work experience as it relates to the posted opening and/or other related experiences
  - b. Second consideration: seniority

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

L. 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.

M. 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.

N. All educational requirements must be met before a position is offered. For newly hired employees, all non-educational requirements (i.e., food handlers permit, etc.) for the position must be obtained within 14 days of hire. If the employee does not obtain required certifications/permits within the 14 days, the conditional offer of hire will be withdrawn and the employee will be terminated.

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

- O. Employees at a site may assume the assignments of others out on leave. Such assignments shall be made by seniority as long as the employee is qualified to assume the position. Substitutes will only be brought in for the lowest paid positions unless no employee at the site is qualified.
- P. A position identified as being open due to a leave of absence, illness or future involuntary transfer that is three (3) calendar months to one (1) year in length will be considered a cross-training position.

Positions will be offered to the affected kitchen team first. If no qualified kitchen team member accepts the position, it will be posted following cross-training procedures.

An employee with current performance deficiencies may be denied a cross-training position.

Cross-Training:

- > Only two consecutive Cross-Training positions will be posted and filled as a result of a single opening in this category. A substitute will fill any vacant position remaining
- > Only one Cross-Training that removes an employee from a kitchen will be approved per site, unless with supervisory approval.
- > If Cross-Training results in a promotion, employee will receive rate of pay for position according to bargaining contract but shall not have lateral transfer rights into open posted positions within that classification.
- > When a Cross-Training opening ends, either by return of absent employee or assignment, the Cross-Training employee shall be returned to his/her former position.

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

**Section 9 - Seniority**

- A. The annual seniority list shall be prepared and posted by April 15 of each year and shall remain in effect until a successor list is published the following April. The District will make a seniority list available to employees annually. The list will not include employee social security numbers. Seniority shall be determined by the date of assignment to a regular (non-substitute) position regardless of the number of hours worked.
- B. An employee shall not accrue seniority while on an unpaid leave beyond twenty (20) days. An employee who is involuntarily laid off shall be credited with accrued seniority upon rehire. Seniority is only accrued during the employee's normal work year. Adjustment in hire date due to leave without pay of over twenty (20) days shall reflect the normal work year calendar. Employees who voluntarily terminate their service with the District will forfeit all seniority.
- C. 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.

**Section 10 - Layoff and Recall**

- A. In case of a reduction in force total seniority shall prevail, seniority meaning the total length of continuous service with the District as a regularly assigned Nutrition services employee. The District may move an employee from one job classification to another provided the employee is qualified for the new position, as determined by the District, but in the event of reduction in force, this movement can only be "down" and in line with qualifications and seniority with the following order from top to bottom:

1. Managers (Manager III; Manager II; Manager I)
  2. Assistant managers/Transport Managers
  3. Worker 2
  4. Worker 1
- B. The District reserves the right to reassign employees to locations. The procedure for an upward move shall be according to Article III, Section 8, Assignments and Transfers.
- C. Recall after a layoff period will be in reverse order; i.e., the last employee hired will be the first to be laid off and, in the event of recall, the last employee laid off will be the first to be offered reemployment; provided, however, that the District shall be under no obligation to recall employees after a period of eighteen (18) months from their date of layoff. The District shall be under no obligation to recall an employee after a period of twelve (12) months if the laid-off employee refuses to substitute, if, when called by the District. An employee shall not lose the right to recall under this provision unless the District has notified the employee verbally and by mail that the employee is in danger of losing recall rights for refusing to substitute. The District shall be under no obligation to reemploy laid-off employees who fail to accept reassignment within ten (10) calendar days of receipt of the District's offer. Notification of an offer of reemployment shall be by certified mail or by personal delivery.

#### **Section 11 - Hours of Work and Overtime**

- A. Employees covered by this Agreement shall be assigned a definite number of hours to be worked per day. Employees' hours shall not be reduced during the work year without the employee's consent unless the program is reduced or eliminated.
- B. All hours worked beyond a forty (40) hour work week shall be paid at time and a half. Saturday or Sunday work beyond the forty hour workweek shall be paid at double time.
- C. Catering employees will be paid at straight time unless the hours worked in a week exceeds forty (40) hours. All employees called back for catering events will be paid for a minimum of two (2) hours.
- D. Approval for overtime beyond forty (40) hours in the same workweek must be obtained in advance from the Nutrition Services director or designee.
- E. Callback duty for special events shall be compensated at one and one-half (1 1/2) times the employee's hourly rate for each hour worked.
- F. Compensatory time may be granted by mutual agreement of the employee and the Nutrition Services supervisor 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.
- G. The parties agree to comply with the requirements of the Fair Labor Standards Acts.

- H. Employees shall not be required to use break time, meal periods, or work before or after regular work schedules due to the increased time required for preparation of a la carte items. Additional hours may be requested by the manager and assigned at the discretion of the Nutrition Services director or designee.
- I. Employees who work with students on nutritional activities in the classroom shall be paid at their rate. Employees must receive prior approval of the principal and Nutrition Services supervisor before working with students.
- J. Employees who manage transport kitchens will be allowed substitutes when a visit is made to the transport school.
- K. Extra personnel shall be provided to all kitchens on days of special events and barbecues.
- L. Adult meals shall be counted for purposes of staffing.
- M. Cafeteria managers will have workload leeway for labor assignment and may be worked out with supervisors and the director of Nutrition Services.
- N. Nutrition Services staffing for breakfast and lunch programs will be allocated to each building as outlined in the procedure jointly agreed-upon by the District and the Association to ensure financial stability.
- O. In cases where extra work is to be done in a kitchen, additional hours will be offered first to those Nutrition Services employees at the site. If there are no volunteers to work the extra hours, the kitchen manager, in coordination with the Nutrition Services director, can offer the extra time to other Nutrition Services workers at other sites.
- P. The free lunch reimbursement rate will be used to determine a la carte average daily participation.
- Q. Four times a year SEA will be authorized to hold school site meetings during the 30 minute period before or after the student day.
- R. Secondary managers shall receive up to 1.5 hours pay weekly for time spent on bookwork. This time cannot place the manager into overtime pay. Elementary and transport managers shall receive up to one (1) hour pay weekly for time spent on bookwork. This time cannot place the elementary or transport manager into overtime pay.

## **Section 12 - Lunch and Rest Periods**

- A. Employees assigned four (4) hours or more will receive a fifteen (15) minute rest period as near the midpoint of their work period as practicable; provided, however, that such breaks shall not occur during rush periods. Eight (8) hour employees shall be provided two (2) 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 a meal period of not less than thirty (30) minutes per day. The meal period shall be scheduled as near the midpoint of their work period as practicable; provided, however, that such meal period shall not occur during rush periods. Meal periods shall be without pay. The meal period begins when the employee leaves the assigned station and shall include time required for special preparation of the employee's meals.

### **Section 13 - Paid Holidays**

- A. Twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day and Independence Day.
- B. Non-twelve month employees shall receive the following paid holidays: Labor Day, Veterans Day, Thanksgiving Day and the day following Thanksgiving, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, and Memorial Day. If the employee is hired to work both days on each side of the Fourth of July, they will receive holiday pay for the Fourth of July.

### **Section 14 - Meal Payments**

- A. Nutrition Services employees shall pay the regular adult price of a school lunch if and only if a lunch is eaten. Payment for said lunch shall be the same as for other District employees.
- B. Personnel must pay established prices for all food and/or beverages consumed unless otherwise authorized by the Nutrition Service director.

### **Section 15 - Transportation Reimbursement**

- A. An employee directed by his/her supervisor to travel from one (1) site to another 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 16 - Uniform Allotment**

Each employee shall have a stipend of \$225 per year for the purchase of aprons and uniforms. This money will be allocated directly to the employee as additional compensation as incentive to purchase these items.

### **Section 17 - Non twelve Month Employee Vacation Leave**

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

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

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

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

## **Section 18 - Cleanup Day**

Each Nutrition Services employee not including managers shall be provided three (3) hours of cleanup time after the conclusion of the last workday of the school year in which a meal is served. The time worked shall be determined by the District.

## **Section 19 - Menu Planning Forum**

The District will develop a forum for employees to provide input in menu planning.

## **Section 20 - Mentor Training Program**

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

## **Section 21 - Catering**

- A. Employees will be given one week's advance notice for catering for special events. Hours for special event catering and all other catering shall be provided and be appropriate to the catering task. Hours shall be accounted for separate from the regular work hours.
- B. Catering shall be defined as work done in preparation, packaging and delivery of food prepared in the kitchen. Pre-packaged food items shall not count toward catering hours.

## **Section 22 - Transport Employees**

- A. Employees who utilize their own vehicle for transporting food to transport kitchens shall be compensated at the IRS mileage rate and be paid for both picking up and returning pans.

Employees will be provided a stipend of \$7.00 a day and be provided with insulated containers for food transport.

- B. Documentation for meals served, including base kitchen and the transport site meals will be provided kitchens in a monthly report.
- C. Each transport site will have a transport manager in charge at an appropriate pay level.
- D. Breakfast position openings at each transport site will be offered first to the site's transport employee, then put out to bid.

## **Section 23 - 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 24 - Summer Mail Delivery**

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

#### **Section 25 - Safe Schools**

- 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. A school-wide crisis plan will be developed by every school staff. 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.
- 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. 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 26 - 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. Report of Injury or Accident:

1. All employees are covered by industrial insurance for injuries on the job. Accident insurance forms are available at each location and are to be completed according to District directions.
2. The Cafeteria manager is responsible to assure that all accident forms from his/her kitchen are completed and timely submitted.

C. Injury Related Reassignments:

1. Any employee who incurs a compensable injury as a result of performing work for the District and is unable to perform the duties of the employee's regular position at the time a physician or a 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 of the jurisdiction of the Association without loss of seniority. An employee not represented by the Association may be temporarily assigned to 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 the employees not represented by the bargaining unit exceeds ten percent (10%) 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 Industry's Loss of Earning Power Standards.

D. Vehicle Vandalism:

1. The District shall reimburse employees for vandalism damage done to an employee's vehicle under the following conditions:
  - a. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the vehicle which has been damaged.
  - b. The vandalism must have occurred while the employee was at a district work site performing district business.
  - c. Reimbursement shall be made per vandalism occurrence in the amount of \$125 or the employee's deductible, whichever is less.
  - d. Any incident initiating a claim for reimbursement for loss must be reported by the employee to the building principal or supervisor and to the District security department.

- e. Damage resulting from a collision or damage from another vehicle is not reimbursable.
- 2. All claims for reimbursement for loss require a certification of valid insurance with the amount of the employee's deductible by a representative of the employee's insurance company. Forms will be available from the District business office. For those employees who have no personal insurance, the District agrees to reimburse up to one-half (1/2) of the loss not to exceed one hundred dollars (\$100).
- E. An employee should not accept a position that requires working in a building alone unless he/she understands the potential danger and is qualified to assume the assignment. A communication device should be available to the employee. If an employee is given an assignment outside of their regular duties requiring them to work alone, that employee may decline the assignment without repercussions if they have safety concerns.
- F. All staff, on a need to know basis as defined by law, shall be informed prior to being assigned student(s) who evidence behaviors that could present a safety problem to other students or staff. "Shall be informed" is a shared responsibility between staff and administration and support staff. "Evidenced behaviors" are obtained through a self-report registration document as well as any other information that clearly presents a safety problem. A student cannot, however, be withheld from class pending the schools receipt of the student's records. Certificated staff shall be provided with specific information about the known behavior pattern(s) of the student(s), including the student record except as outlined in Policy 3400 where release by the student is necessary or where the record is the working notes only seen by the person making them. In addition all staff, based on a need to know basis as defined by law, shall have access to the above-mentioned information as they feel the need arises.

Staff will be provided with suggested strategies for managing those behaviors. The sharing of confidential information about a student is to be done discretely and only for the purpose of providing a safe learning and working environment for all staff and students, and may not be used to isolate, ostracize, target, label, or in any way violate the confidentiality rights of the involved student(s). Any other information that is not contained in the student record that is not confidential will be communicated to staff who have a need and an interest to know.

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

For the purposes above, the following definitions apply:

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

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

- H. 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.

- I. Social Security numbers will be treated as private and confidential information while recognizing the fact that they may be needed to be used for documentation when mandated by federal or state regulation.

**Section 27 - Summer Employees**

- A. Employees with previous summer school experience as Nutrition Services workers 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.

Seniority during summer work shall be determined by continuous summer experience, excluding authorized leaves of absence, or the equivalent for periods when no such provision existed.

If a greater number of qualified Nutrition Services workers 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. The District and the Association have agreed to pay permanent Nutrition Services employees who worked at least 15 days during the summer meals program a summer stipend. Listed below are the percentages of pay for employees which will be multiplied by their gross summer pay to determine the stipend amount:

Employees working 15 to 29 days:	5%
Employees working 30 to 39 days:	10%
Employees working 40 or more days:	15%

- C. All provisions of this Agreement shall be in effect for employees working the summer program.
- D. Applications for summer school positions will first be screened for previous summer school experience. Employees with previous summer school experience will have first opportunity for available positions.

Those applications of employees having previously worked summer programs, will then be screened for qualifications for posted positions applied for following transfer and promotion language currently in use during regular school year. Employees applying for and receiving summer positions at different job title and pay level than their assigned regular school year position will receive the pay level of the summer school position at employee's current step. If a summer position is at a different job title and of a higher pay level than their assigned regular school year position, all summer position applicants would be screened for qualifications regardless of previous summer school experience. If a great number of qualified Nutrition Services workers are interested than there are available positions, whether these positions are at the same or fewer hours and the same or lesser level of pay as assigned during the school year, selection will first be based on summer work seniority and secondly on bargaining unit seniority. Summer work seniority shall be determined by continuous summer experience, excluding authorized leaves of absence, or the equivalent for periods when no such provision existed.

**Section 28 - 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 29 - Joint Committee on School Calendar**

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

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

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

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

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

### **Section 30 - Nutrition Services Leadership Team**

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

The results and recommendations concerning the joint interest of Nutrition Services and the District to adjust titles, job descriptions, and salary to reflect the changes in production will be reported to Labor Management.

### **Section 31 - Employee Facilities**

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 32 - Grant Applications**

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

### **Section 33 - Substitute Coverage**

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

### **Section 34 - Student Health Needs**

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

### **Section 35 - 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.

### **Section 36 - Staff Training**

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.

## ARTICLE IV - LEAVES OF ABSENCE

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

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

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

B. Sick and Injury Leave:

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

C. Emergency Leave:

1. Emergency leave may be granted for problems for which pre planning is not possible or could not relieve the necessity for the employee's absence ex.court appearance, religious holidays, funeral of friend, etc.).
2. Emergency leave shall be deducted from available sick leave. An individual may not use more in annual total than is annually available in his/her sick leave balance.
3. Employees who are members of recognized religious groups have the right to request in advance through human resources up to three (3) days per work year of non-accumulating accommodation leave when
  - a. the recognized religious group celebrates a holy day or religious holiday and
  - b. requires attendance at the celebration and

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

## **Section 2 - Maternity Leave**

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

- E. An employee returning from maternity leave must notify the District Human Resources office in writing at least five working days before the date she anticipates returning to work. A statement of medical release from her physician must be received by the District before the employee returns.

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

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

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

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

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

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

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

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

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

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

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

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

and conditions of the contractual relationship of the employee with the District and at the sole discretion of the District may be cause for disciplinary action which may include termination.

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

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

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

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

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

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

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

### **Section 12 - Subpoena Leave**

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

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

- A. Upon approval 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 14 - Education Leaves**

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

## **Section 15 - Temporary Closure**

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

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

A 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.

## **Section 17 - Short Term Non Paid Leave**

Up to five (5) days per year may be taken off without pay by each employee who has provided the District with five days of written advance notice. Approval of such short term non-paid leave will be made by the Nutrition Services director and/or the Associate Superintendent for Management Services.

## **ARTICLE V - OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

### **Section 1 - Food Handler's Permit**

All Nutrition Services employees must possess a valid food handler's permit and shall post such permit in their kitchens in a conspicuous place.

### **Section 2 - Food Sale Prohibited**

Food is not to be sold or given to anyone — including employees — to take home. This includes all food cooked, uncooked, or leftovers.

### **Section 3 - Standards**

Within the parameters of available facilities, equipment and specific programs, consistent and clear standards shall be communicated for portions, cooking and baking. Such standards shall be topics of the customarily scheduled labor relations/communications meetings.

### **Section 4 - Special Supplies**

Each Cafeteria manager shall have access to ordering items for special occasions, incentives and decorations.

### **Section 5 - 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. The District will provide a Nutrition Services management training program to update employee skills, to train employees seeking promotion, and for manager substitutes.
- 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. District shall have the right to require employees to attend training programs for the purpose of compliance with employment requirements and for professional growth. Employees shall be paid at their hourly rate for attending classes that are required by the District. The District will prepay registration and lunch fees for District required workshops. The employee is responsible for reimbursement of the fees if the employee does not attend the training program.
- E. In the event the District requires employees to attend training programs after duty hours, the District shall grant such employees a training stipend upon satisfactory completion of the program of up to ninety (\$90) per training program in lieu of enrollment fees, wages, and other costs. The District will prepay the registration/tuition fee and the amount will be deducted from the stipend. The employee is responsible for the reimbursement of the fee if the employee does not attend the training program.

- F. The District may also approve training on an optional basis for which the District will grant a training stipend. The District shall determine the training programs, the number of personnel who will receive stipends, and the amount of such stipends.

### **Section 6 - Report of Absence**

- A. If an employee is unable to report for work, he/she is to call his/her manager at the earliest indication of illness or knowledge of the fact. A report of absence must be completed upon return to duty regardless of the reason.
- B. The manager is responsible for releasing substitutes, notifying Nutrition Services office of such release, and timely submission of completed absence reports.

### **Section 7- Identification Cards**

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.

### **Section 8 - Equipment for Transport Sites**

Transport sites will be supplied with adequate equipment to provide an appropriate level of program service as established by the District.

### **Section 9 - Fine Collection**

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

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

### **Section 10 - Notice Of Kitchen Opening**

Prior to the last week of school of the current school year the District will set the date for the opening of the kitchens for the coming school year, if calendar is established, and notify all employees. In some instances school related activities may require alteration of prior established opening day(s).

## ARTICLE VI - SALARY AND BENEFITS

### Section 1 - Salaries

- A. The salary schedule is attached as Addendum A.
- B. All regular District experience will count toward an employee's placement on the salary schedule regardless of the number of hours worked per day, if such experience either did allow or would have allowed the employee to move forward on the appropriate salary schedule in effect at the time. Excluded from allowable experience is all substitute experience.

The step increase date will be the actual date of hire, minus any unpaid leave(s) of absence or other breaks in service. Military leave and unpaid leaves of absence in which the educational support employee receives worker's compensation benefits shall be exceptions to this clause and shall not be considered breaks in service.

- C. 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.
- D. In consideration of the frequency of the need to substitute in the higher level and in consideration of the actual hours to be temporarily worked in the higher classification, the most senior qualified employee at the site shall be offered the opportunity to substitute in the next higher level position. If the rate of pay is higher than the employee's normal rate, he/she shall be paid at the higher rate if they work one (1) hour or more.
- E. Transport managers who serve breakfast at their home site will be paid their transport manager wage at their step during their assigned breakfast time.
- F. Manager positions will be created as follows:

Elementary Manager	Elementary sites that follow full elementary production model.
Transport Manager	Elementary or secondary site that follows modified production models. Modified production models will either require some food pick up at another site or cannot serve/produce the established service models.
Secondary Manager	High school and middle school sites that follow full secondary production model.

- G. Prior to making changes in current District-established production model(s), such proposed changes will be discussed with the Nutrition Services Leadership Team to gather input.
- H. Non-transport elementary kitchen will consist of an Elementary Manager and Worker II. Worker I position(s) may be assigned depending on hours allotted to kitchen.
- I. Assistant Manager level will exist at Secondary model only.
- J. 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.

K. 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.

L. Employees who work less than 4 hours per day in ESP positions (with regular daily hours) are not eligible for insurance benefits. In order to establish consistent methods for the payment of wages, these employees will be paid in 10 even amounts from September through June.

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

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

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

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

Implementation will be as follows:

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

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

M. A salary compensation survey will be available every three years to any unit upon request. Comparison will be with peer and local districts with adjustments to be discussed when compensation falls below the fourth district surveyed.

## Section 2 - Stipends

A. **Education Stipend** -- Employees will earn a stipend for acquiring the following education levels. Each employee can only earn one education stipend per year.

1. 4 year college degree = \$400 stipend, or
2. 2 year college degree = \$300 stipend

B. **Certificate Stipend** -- Employees will earn a stipend of \$200\* for completion of a certificate related to the assignment, as approved by the supervisor. Each employee can only earn one certificate stipend per year.

\*If the employee has a Level 3 certificate, and no BA or AA degree, they will be paid \$300 for the certificate stipend. If the employee has a BA or AA degree and a Level 3 certificate, the certificate stipend will be in the amount of \$200.

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 \$225 in recognition of position requirements for clothing; and \$200 for supplies and materials prorated by FTE per year.

E. **Longevity Stipend** -- Employees shall receive a \$200 longevity stipend in February for having completed 20 years of employment with the district as of the previous August 31.

F. **Grandparent Stipend** -- Employees who were hired prior to September 1, 2006 who have earned stipends in excess of the total dollars offered for stipends as noted above will receive a Grandparent stipend in the amount of the difference between the average total stipend amount earned in the previous three years (2003-04; 2004-05; 2005-06) and the current available stipend amount. This Grandparent stipend shall remain the same once established for each individual.

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

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

## Section 3 - Benefits

A. The District will provide toward the employee's health insurance benefits program the amount of individual state appropriation allotted per month per full-time employee (FTE) for this purpose. Such premium money will be applied toward basic life insurance at the group rate; long-term disability,

dental insurance, and vision insurance at the composite rate; and a district-approved medical plan of the employee's choice at the tiered rate. The District will also pay the monthly cost per FTE billed by the state for retirees' health benefits.

- B. Any additional District contributions during the life of this Agreement will be provided as a result of new legislation and/or modification of the state operating budget which authorizes and funds such improvement in the District contribution. Furthermore, benefits provided will be in accordance with state and federal rules and regulations. Sections that may prove to be out of compliance or may be amended or nullified by state or federal laws will be brought into compliance with the laws, rules, and regulations in effect. Compliance required will be communicated to the Association.
- C. Eligible employees for benefits are those employees who work at least half time or more in a regular position. The District will use 1440 hours for an FTE for calculation of basic health benefits. The formula for calculation to be days x hours divided by 1440 equals percentage of an allowable monthly benefit amount.
- D. An eligible employee and dependents must enroll within thirty (30) calendar days of the date when first eligible to qualify for employee benefits. The open enrollment period for all employee benefits will be on an annual basis determined by the plan administrator. If an employee has a change in family or employment status outside the annual open enrollment period, changes may be requested by completing the required paper work within thirty (30) calendar days of the qualifying event. Acceptance and approval of the changes made by an employee are subject to the terms and conditions of the master contract and plan description of the insurance carrier or the IRS rules and regulations.
- E. Fringe benefit pooling practices will be in accordance with RCWs.
- F. Employees shall have access to flexible benefits plan (under Section 125 of the IRS Code) for District-designated benefits for all employees who qualify for health benefits
- G. Employees will have access to purchase district-sponsored optional insurance benefits payable through the payroll deduction plan.
- H. The District shall provide automatic payroll deduction for health club fees at the employee's option.
- I. COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law, and/or carrier limitations.
- J. The Association will annually notify the District of its intention to participate in VEBA III.
- K. The Employee Benefits Communication Committee (EBCC) will continue to review employee health insurance program options. SEA will work with the District to educate members about the advantages of the health management services benefit program to reduce anticipated premium increases.

## **ARTICLE VII - 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 VIII - DURATION AND SIGNATORY PROVISION**

This Agreement is made and entered into between Spokane Public Schools of Spokane, Washington, the Employer, and the SPOKANE EDUCATION ASSOCIATION. This Agreement shall be in full force and effect beginning with the ratification by both parties and shall remain in full force and effect through August 31, 2012. At any time that rules, regulations, and/or law is changed during the duration of this Agreement, this Agreement shall be reopened for the express purpose of negotiating the affected sections. The parties shall meet to negotiate a successor Agreement not less than sixty (60) days prior to the expiration date.

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM A - SALARY SCHEDULE**

**Sept. 1, 2010**

**SPOKANE SCHOOL DISTRICT NO. 81  
NUTRITION SERVICE SALARY SCHEDULE - NS, 2010-2011**

Level	STEP	EXPERIENCE INCREMENTS					LONGEVITY INCREMENTS				
		0	1	2	3	4-8	9-13	14-18	19-23	24	
1	Catering Worker 1, Worker 1	Annual	18,801.83	19,858.53	20,912.80	21,969.52	23,070.59	24,203.69	25,331.82	26,600.41	27,933.01
		Monthly	1,566.82	1,654.88	1,742.73	1,830.79	1,922.55	2,016.97	2,110.99	2,216.70	2,327.75
		Hourly	9.03934	9.54737	10.05423	10.56227	11.09163	11.63639	12.17876	12.78866	13.42933
2	Worker 2	Annual	21,060.60	22,238.03	23,425.29	24,669.26	25,974.77	27,090.59	28,364.07	29,782.90	31,273.15
		Monthly	1,755.05	1,853.17	1,952.11	2,055.77	2,164.56	2,257.55	2,363.67	2,481.91	2,606.10
		Hourly	10.12529	10.69136	11.26216	11.86022	12.48787	13.02432	13.63657	14.31870	15.03517
3	Assistant Mgr, Transport Mgr, Catering Production Mgr	Annual	22,639.55	23,767.68	24,954.99	26,206.27	27,521.62	28,901.04	30,344.48	31,856.93	33,455.55
		Monthly	1,886.63	1,980.64	2,079.58	2,183.86	2,293.47	2,408.42	2,528.71	2,654.74	2,787.96
		Hourly	10.88440	11.42677	11.99759	12.59917	13.23155	13.89473	14.58869	15.31583	16.08440
4	Manager 1, Elementary Mgr	Annual	24,216.00	25,553.49	26,898.44	28,184.25	29,526.72	30,984.95	32,435.79	34,056.61	35,761.13
		Monthly	2,018.00	2,129.46	2,241.54	2,348.69	2,460.56	2,582.08	2,702.98	2,838.05	2,980.09
		Hourly	11.64231	12.28533	12.93194	13.55012	14.19554	14.89661	15.59413	16.37337	17.19285
5	Manager 2	Annual	25,824.47	27,107.81	28,558.63	29,849.39	31,297.76	32,751.10	34,302.90	36,019.76	37,817.96
		Monthly	2,152.04	2,258.98	2,379.89	2,487.45	2,608.15	2,729.26	2,858.58	3,001.65	3,151.50
		Hourly	12.41561	13.03260	13.73011	14.35067	15.04700	15.74572	16.49178	17.31719	18.18171
6	Catering Manager, Manager 3	Annual	27,543.82	28,755.71	30,322.32	31,613.05	33,177.21	34,618.21	36,280.84	38,093.81	39,992.97
		Monthly	2,295.32	2,396.31	2,526.86	2,634.42	2,764.77	2,884.85	3,023.40	3,174.48	3,332.75
		Hourly	13.24222	13.82486	14.57804	15.19858	15.95058	16.64337	17.44271	18.31433	19.22739

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Printed 6/23/2010

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**ADDENDUM B**

**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 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 – PRESCRIBED CONSEQUENCES FOR STUDENT BEHAVIOR**  
 Exceptional Misconduct

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

Student Serious Behavior Discipline

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