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Collective Bargaining Agreement

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BETWEEN

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JUN 10 1987

Board of Directors
Spokane School District
No. 81

AND THE

SPOKANE EDUCATION ASSOCIATION
Sea

Certificated Employees / Spokane Education Association

September 1, 1986 - August 31, 1989

8/89

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* * * * * * DIVISION ONE - AUTHORITY * * * * * *

ARTICLE I - PREAMBLE/PURPOSE

This agreement is made and entered into between the Spokane School District No. 81 (hereinafter referred to as the "District") acting by and through its Board of Directors (hereinafter referred to as the "Board") and the Spokane Education Association (hereinafter referred to as the "Association").

The District and the Association agree that the purposes of this agreement are: To establish harmonious relations and uniform conditions of employment for District employees; to set forth and establish wages, hours, terms and conditions of employment; to promote efficiency and economy in the performance of work; and generally to encourage the spirit of helpful cooperation between the District and the Association to their mutual advantage and the protection of the investing public.

ARTICLE II - DEFINITIONS

GRIEVANCE PROCEDURE

CLASS ACTION GRIEVANCE -- A grievance involving either a group of employees in one (1) building who are aggrieved by an action or nonaction of an administrator above the building principal or immediate supervisor, or a grievance involving employees in more than one (1) building.

ASSOCIATION GRIEVANCE -- A grievance in which the Association, not an individual employee(s), is the grievant.

GROUP GRIEVANCE -- Where an action or nonaction of a building principal or other supervisor affects a group of employees in a building or unit, one (1) employee may file, on behalf of all aggrieved employees in the group, at Step One.

CONTINUING GRIEVANCE -- A recurring violation of the agreement of which the employee had continuing knowledge but failed to seek redress.

VACANCY

A vacancy exists when a person must be hired to fill a position. A vacancy does not exist when the closure of buildings, offerings, or sections, or District reorganization necessitates the partial or complete reassignment of an employee.

ACADEMIC CLASSES

Language arts, including reading and debate, but not drama and journalism; social studies; mathematics; science; and foreign language, K-12.

HANDICAPPED

As used in this agreement, the term "handicapped" means those children evaluated in accordance with state and/or Federal laws and regulation as being mentally retarded, hard of hearing, deaf, visually handicapped, seriously emotionally disturbed, orthopedically impaired, other health impaired, deaf-blind, multi-handicapped, or behavior disordered, who because of those impairments need special education and related services.

EMPLOYEE

A certificated employee represented by SEA and covered by this Agreement. Substitutes no longer employed by the District are not covered by this agreement. Substitutes would be protected for ninety days after the last day of the school year.

ARTICLE III - RECOGNITION

The District hereby recognizes the Association as the exclusive bargaining representative for all certificated personnel, including substitutes as per PERC Decision of May 2, 1980 (Case No. 1455 C-78-64, Decision No. 874-Educ.) and part-time certificated employees employed by the District. Such representation excludes superintendent, assistant superintendents, other chief administrators of the District, other certificated positions having administrative and/or supervisory functions, and confidential employees as above terms are defined in RCW 41.59.020, principals, assistant principals, and certificated employees of the Vocational Skills Center.

Disagreements regarding representation of a certificated position shall be resolved by petition to the Public Employment Relations Commission.

ARTICLE IV - NONDISCRIMINATION

SECTION 1 - GENERAL AGREEMENT PROVISION

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, or the presence of any sensory, mental, or physical handicap. 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 2 - NONDISCRIMINATION/NONINTERFERENCE

A. There shall be no discrimination, interference, restraint, coercion, or harassment, including sexual harassment, by the District or the Association of any District or Association employee, member of the Board of Directors, or its representatives.

B. Further, the personal and private lives of employees are not a matter of concern of the District or Association unless the employee's work performance is adversely affected.

C. The District agrees not to interfere with the rights of employees to become members of the Association.

D. The parties further agree that decisions of employees regarding volunteer assignments including voluntary workshops and inservice training which are outside their regular workday duties shall be made absent coercion, pressure, or discrimination.

SECTION 3 - GENDER

Unless the context in which they are used clearly requires otherwise, words used in this agreement denoting gender shall include both masculine and feminine; and words denoting numbers shall include both the singular and the plural.

SECTION 4 - FAIR REPRESENTATION

The Association recognizes its responsibility as bargaining agent and agrees to represent equally all employees in the bargaining unit without discrimination, interference, restraint, coercion, or harassment.

ARTICLE V - STATUS OF AGREEMENT

The agreement shall become effective upon ratification by the Association and Board. The parties agree that the Association will take action prior to action being taken by the Board. The agreement shall be executed immediately following ratification by both parties.

The agreement may be amended or modified only by mutual consent of both parties.

ARTICLE VI - DISTRIBUTION OF AGREEMENT

A. Within thirty (30) days following the ratification and signing of this Agreement, the District shall print enough copies of this Agreement for each certificated employee and the Association will accept the Agreement on behalf of the employees and will be responsible for distribution of a copy to each certificated employee. Additional copies shall be provided the Association. The certificated individuals making employment application to the District shall be provided for their examination a copy of the Agreement by the District upon request.

B. The cost of printing of 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 certificated employees obtain a copy of this Agreement, the Board shall provide the Association with a monthly updated list of new employees and their assignments.

* * * * * * DIVISION TWO - BUSINESS * * * * * *

ARTICLE VII - LABOR/MANAGEMENT MEETINGS

SECTION 1 - ADMINISTRATION OF THE AGREEMENT

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. Meetings shall be conducted quarterly between the Superintendent and/or designee and the Association President and/or designee.

C. Additional meetings may be scheduled upon the request of either party.

D. Additional representatives of either party may be in attendance if the other party is in agreement.

SECTION 2 - DISTRICT/ASSOCIATION CONFERENCES

A. The Superintendent and the designee(s) will meet with the Association President and Executive Director of the Association at least once a month during the school year to review and discuss current school problems and practices. By mutual agreement, additional representatives of either party may be in attendance.

B. The parties agree that such conferences are for the purpose of information sharing only, and the grievance procedure shall therefore not be applicable to this clause.

C. Labor-management relations subject matter shall not be discussed during such conferences. Rather, these subjects will be handled in the regularly conducted labor-management meetings.

ARTICLE VIII - DISTRICT RIGHTS

SECTION 1 - USUAL RIGHTS

The parties agree that the District retains all the customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to, its responsibility to manage the affairs of the District or any part of it.

SECTION 2 - LIMITATIONS ON RIGHTS

The exercise of the foregoing rights, authority, duties, and responsibilities by the Board shall be limited only by the

specific and expressed terms of this agreement and the laws of Washington State.

SECTION 3 - FINAL AUTHORITY

The parties agree that, in specified provisions of this agreement, final decisions are reserved exclusively with the District management. Such matters are referred to as "Final Authority Matters." Final decisions shall not be subject to the grievance procedure provided approved procedures within this agreement are followed.

ARTICLE IX - MAINTENANCE OF MEMBERSHIP

SECTION 1 - MEMBERSHIP/REPRESENTATION FEE

Any employee who was a member of the 'Spokane Education Association during or after the 1980-81 contract year shall thereafter maintain his/her membership in the Association during the life of this agreement or pay a representation fee equivalent to the dues of the Association, pursuant to RCW 41.59.060. Any employee covered by this paragraph who fails to maintain payroll deduction of membership dues will have the representation fee deducted from his/her salary and paid to the Association, pursuant to RCW 41.59.060.

SECTION 2 - EXEMPTIONS

A. Individuals who were employees of the District but not members of the Association during the 1980-81 contract year may be exempt from the requirements of this section.

B. In order to safeguard the right of nonassociation of an employee with a bona fide religious objection based on religious tenets or teachings of a church or religious body of which such employee is a member, said employee may pay an amount of money equivalent to the representation fee to a nonreligious charity mutually agreed upon by the employee and the Association pursuant to RCW 41.59.100.

SECTION 3 - COVERED EMPLOYEES

Any individual covered by this agreement employed by the District for the 1983-84 and/or 1984-5 contract year(s) must elect either to become a member of the Association or to pay a representation fee equivalent to the dues of the Association. Any employee who fails to authorize payroll deduction of the membership dues will have the representation fee deducted from his/her salary and paid to the Association pursuant to RCW 41.59.060.

SECTION 4 - DUES DEDUCTION

A. The District agrees to deduct Association dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the District by the Secretary/Treasurer of the Association. Any change in the rate of membership dues shall require at least thirty (30) days' prior written notice to the Business Office.

B. The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of 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).

ARTICLE X - ASSOCIATION RIGHTS

SECTION 1 - USE OF FACILITIES

A. Interschool Mail--The District will provide the Association with the use of the District interschool mail facilities for distribution of official Association communications so long as such communications are clearly labeled as Association materials and provided further that such communications are not in violation of RCW 42.17.130. Courtesy copies will be made available to the building principal at the time of distribution. The SEA will provide to the District twenty five copies of Association communications for distribution at the discretion of the District.

B. Buildings--The District will allow the Association and its respective affiliates the use of District facilities for Association meetings provided such meetings do not interfere with or interrupt the normal school day. Such meetings will be held outside duty hours. Exceptions may be granted by the building principal. Other than meetings as provided above, duly authorized representatives of the Association and its respective affiliates shall be permitted to transact Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Provided further that said representatives shall notify the building administrator or designee of their presence.

C. Bulletin Boards--The District will provide bulletin boards at locations mutually agreed upon for use by the Association. All materials posted shall be clearly labeled as official Association materials. Such bulletin boards shall only be used for the following notices:

1. Association meetings and announcements.

2. Official policy statements of the Association.
3. Reports of Association committees.
4. Association election notices; no electioneering of political offices outside of internal Association positions.
5. Recreational and social affairs of the Association.
6. Other official Association notices.

Notices or announcements should not contain anything reflecting unfavorably upon the District, its management, or any of its employees. Association officers and members shall not use expendable school district materials in the transaction of Association business without reimbursement to the District.

SECTION 2 - INFORMATION REQUESTS

The District agrees to furnish the Association, upon request within a reasonable amount of time, all public documents per RCW 42.17.250 and RCW 42.17.260.

ARTICLE XI - 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.

* * * * * * DIVISION THREE - INSTRUCTION * * * * * *

ARTICLE XII - ACADEMIC FREEDOM

SECTION 1. The parties agree that the Board of Directors under Washington State law has final authority and responsibility in connection with the development and adoption of courses of study and lists of instructional materials. The parties adhere to the principle of the employee's freedom to think and express ideas and concepts on issues, including controversial issues, when such are germane to the District's instructional program and when related to subject matter in a given grade level. Such freedom shall only be restricted to the extent that it impinges on or conflicts with the basic responsibility of the employee to follow and utilize the District-approved course of study. Employees will use professional judgment in determining the appropriateness of the issues presented, taking into consideration the maturity level of students and with full cognizance that the District schools are not the appropriate forum for personal causes or points of view held by an employee.

SECTION 2. Questionable matters shall be referred to the building administrator/supervisor in advance of presentation for decision by the building administrator/supervisor on their use.

SECTION 3. Prior to making any decision which alters any recommendation regarding grading, retention, and/or promotion of students, a building administrator/supervisor will study the records, ascertain the factors involved, and consult with the employee, if available.

SECTION 4. If the employee does not agree with the building administrator/supervisor's decision to alter an employee's decision regarding grading, retention and/or promotion of students, the building administrator/supervisor will sign a statement indicating the administrator/supervisor changed the employee's recommendation. Such statement will be placed in the student's permanent record with a copy to the employee.

SECTION 5. The District will give each employee a copy of the District's policy and/or procedure regarding the process to be used by all parties if a question arises over the appropriateness of any supplies, materials, curriculum, books, or alternative resource material.

SECTION 6. IEP team recommendations can be changed only by using the procedure outlined in Section 4 above.

ARTICLE XIII - STUDENT DISCIPLINE

SECTION 1. The District administration shall, to the extent provided by law, support and uphold employees in their efforts to maintain discipline in the District and shall be responsive to

all employees' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee will use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the District and not inconsistent with federal or state laws or regulations.

SECTION 2 - DEFINITION

Discipline is defined as all forms of corrective action or punishment other than suspension or expulsion and includes the exclusion of a student by a teacher or administrator from the student's individual classroom and instructional or activity area for all or any portion of the balance of the school day or until the principal or designee and teacher have conferred, whichever occurs first.

SECTION 3 - SUSPENSION/EXPULSION

In instances where it is determined that student behavior warranting suspension or expulsion from school has occurred while the student is under supervision of an employee, the employee shall give advice in writing regarding the incident(s) necessitating discipline and the decisions to be made, and shall receive a written response as to the disposition of the matter.

SECTION 4 - EMERGENCY REMOVAL FROM CLASS

In instances where student behavior warrants an emergency removal from a class, subject, or activity, prior to the return of the student, the principal shall notify the employee in writing of the disciplinary action taken or initiated by the principal and any other conditions of return imposed upon the student. Provided, except in emergency circumstances, the teacher shall have first attempted one (1) or more alternative forms of corrective action as set forth in RCW 28A.58.1011, RCW 28A.58.201, and Spokane School District No. 81 Policy on Student Rights and Responsibilities; and provided further, that in no event without the consent of the teacher shall an excluded student be returned during the balance of the particular class or activity period from which the student was initially excluded.

SECTION 5 - CONTINUED INFORMATION

The District will continue to provide information for all employees concerning all applicable federal, state, and local laws, and District rules, regulations, and procedures pertaining to student rights, teacher rights, due process, and the processing of student discipline. This information shall be provided as early as possible during the school year. The parties

agree to confer during School District/Association conferences relative to the content of such information.

SECTION 6. The parties agree that an individual student's status shall not be impacted by employee/management disputes regarding this Article.

ARTICLE XIV - DISTRICT COMMITTEES

The District agrees to inform the Association when District committees are to be formed. If principals are aware of the formation of the committees, they will inform their respective staffs. The District and its designees are not obligated to make known the formation of committees which are not composed of represented employees.

ARTICLE XV - PARENT/TEACHER CONFERENCES

SECTION 1 - ELEMENTARY

A. Parent/teacher conference time shall be provided for the purpose of conducting required conferences with parents regarding student progress twice in the school year, once in the fall and once in the spring. Conferences will be held during the week in which report cards are completed.

B. Kindergarten teachers will be released from regular classroom duties from 10:30 a.m. to 11:30 a.m. and at 1 p.m. for five (5) days and for one additional full day for the purpose of conducting conferences with parents.

C. Grade 1-6 classroom teachers will be released from regular classroom duties at 1 p.m. for five (5) days for the purpose of conducting conferences with parents.

SECTION 2 - SECONDARY

A. At the end of the first semester of school, all secondary students (7-12) will be dismissed one (1) hour early.

B. Grades for 7-12 students will not be due in the principal's office until three (3) working days following the end of each grading period except the final grading period, at which time grades will be due prior to the teacher's leaving the building on the last working day.

ARTICLE XVI - INSTRUCTIONAL MATERIALS

Each classroom teacher shall have access to $150 per year for the purchase of supplemental materials for direct instructional use in the classroom.

ARTICLE XVII - CHAPTER ONE

The District shall provide a total of $400,000 to be divided among the buildings that qualify as Chapter One elementary buildings. Building advisory groups, working with the principal, shall determine how to use this money provided the use of the money emphasizes delivery of services to students. This will sunset as of 8-31-89.

* * * * * * DIVISION FOUR - PERSONNEL * * * * * *

ARTICLE XVIII - INDIVIDUAL CONTRACTS

SECTION 1 - EMPLOYMENT CONTRACT

Each employee shall be issued an individual employment contract, which contract will be renewed or nonrenewed by the District each year pursuant to the continuing contract laws of the State of Washington. All individual employment contracts shall be subject to and consistent with Washington State statutes and this agreement.

SECTION 2 - ONE-YEAR CONTRACTS

A. The District may hire a number of employees on one-year contracts equal to the number of continuing employees on leave of absence.

B. One-year contract employees need not be hired to specifically replace the employee on a leave of absence.

C. Movement to continuing contract status is covered under the assignments, transfers, and vacancies procedures.

D. One-year employees will be properly placed on the salary schedule and will accrue seniority and experience the same as continuing contract employees.

SECTION 3 - SUPPLEMENTAL CONTRACTS

Supplemental contracts when issued are pursuant to RCW 28A.67.074 and are not continuing contracts within the scope of RCW 28A.67.070.

SECTION 4 - CONTRACT ISSUANCE

Should the District issue contracts prior to good-faith negotiations, such contracts shall be based on the salary schedule currently in effect, together with the inclusion of a rider specifying the District will enter into good-faith negotiations with the Association. Said rider will specify that salaries will be adjusted in conformity with the agreements reached between the District and the Association; or, in the event agreement is not reached, upon final Board action, an appropriate amendment incorporating changes approved by the Board will be forwarded to the employee.

SECTION 5 - RETURN OF CONTRACT

The employee shall sign all copies of the contract and return them to the District with the exception of the employee's copy,

within fourteen (14) days of the date of the contract. A copy of any rider will be retained by the employee.

SECTION 6 - CONTRACT FORM

The individual contract form attached to this agreement as Addendum F will be utilized for all employees.

ARTICLE XIX - EMPLOYEE FILES

SECTION 1 - PERSONNEL FILES

A. Personnel files are confidential and shall be available for inspection only to the District's management and the individual employee.

B. 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.

C. A review of the personnel file will be supervised by the personnel director or designee(s).

D. The employee may request an additional individual, chosen by the employee, be present for the personnel file review.

E. The employee may work with the personnel director, or designee, to add material to, or delete material from, his/ her personnel file.

F. The employee shall have an opportunity to attach written comments to anything in his/her file.

E. Copies of all written material originated by the employee's principal or central staff supervisor will be forwarded to the employee at the time they are placed in the District personnel file.

F. The personnel file is a District file and shall be maintained in the District's personnel office.

G. All confidential materials currently in an employee's personnel file will remain except as removed according to the procedure outlined in paragraph E above. After September 1, 1983, confidential materials can be placed in an employee's personnel file only with the employee's permission.

SECTION 2 - EVALUATION FILE

A. The evaluation file is a file maintained by the building principal program supervisor at his/her work site.

B. The file is kept for the purpose of containing material pertinent to the completion of an employee's evaluation(s).

C. The file will be open for review by the employee, upon request, and the employee may choose an additional individual to be present during the review.

D. The principal, or program manager, or respective designee, may be present to supervise the review of the file.

E. The file may be maintained as long as the principal or program supervisor has the responsibility for evaluating employees at that work site. When those responsibilities end, the file will be destroyed.

SECTION 3 - APPLICATION FILE

A. The District may maintain position application files to assist in filling vacant positions within the District.

B. This file is by position, not by persons applying for the position.

C. The application files will be abandoned as the positions are filled and the legal timeline for complaints expires; provided that the district may maintain a screening file as covered under Section 4 hereafter.

D. Employees have the right to know what documents are contained within their position application and screening files but do not have the right to know the contents thereof. District-generated letters of recommendation are included in these files.

SECTION 4 - SCREENING FILES

The district has the right to maintain a screening file for all individuals requesting a transfer or having submitted an application. This file shall contain information used by the district to assist it in filling vacant positions within the district. District-generated letters of recommendation may be transferred to position application and screening files at any time.

SECTION 5 - OTHER MATERIALS

A. Other materials include confidential files on grievances, discipline, and litigation.

B. 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.

C. 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.

ARTICLE XX - STAFF PROTECTION

SECTION 1. The District agrees that it will include employees as insureds in the District's liability policy.

SECTION 2. Employees who sustain a personal injury/illness, covered by workmen's compensation, in the course of employment will be paid full salary for the period of absence less the amount of the workmen's compensation award made for disability due to such injury/illness. Such absence shall not be charged to the 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.

SECTION 3. The District shall reimburse the employees for:

A. The replacement of any clothing or other personal property damaged or destroyed in a disturbance as provided by state statutes.

B. Any District registered personal property used for instructional purposes in the work station which has been damaged, destroyed, or stolen during the course of their employment. Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or one hundred dollars ($100), whichever is less.

C. Personal items damaged, destroyed, or stolen from the building or work station, provided steps have been taken to secure such property by locking or other appropriate security measure(s). Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or one hundred dollars ($100), whichever is less.

D. Vandalism damage to an employee's vehicle under the following conditions:

1. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the family vehicle which has been damaged, and

2. there must be evidence that vandalism occurred while the vehicle was on District property and at the employee's assigned work location, and

3. damage resulting from a collision or damage from another vehicle is not reimbursable, and

4. reimbursement shall be one-half (1/2) of the amount of the loss or one-half (1/2) of the employee's deductible, whichever is less, but not to exceed one hundred dollars ($100) per employee per school year.

SECTION 4. Any incident initiating a claim for reimbursement for loss must be reported by the employee to the building principal and to the District security department.

SECTION 5. All claims for reimbursement for loss, except "A" above, require a certification of valid insurance with the amount of the employee's deductible, by a representative of the employee's insurance company. Forms will be available from the District business office.

SECTION 6. For those employees who have no personal insurance, the District agrees to submit the claim(s) to the District's insurance company for consideration.

SECTION 7. The District will strive to improve security in parking lots and shall vigorously pursue investigations of vandalism occurring on school property and shall report to the affected employee/Association.

SECTION 8. 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. In those situations where it s 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.

ARTICLE XXI - EMPLOYEE FACILITIES

SECTION 1. The District will arrange that the following facilities and equipment be in each building for the use of the employees housed in that building:

1. storage space for instructional materials;
2. a work area containing equipment and supplies to aid in the preparation of instructional materials;

3. a furnished faculty lounge;
4. a serviceable desk and chair and a filing cabinet for each regularly assigned employee; additional filing cabinets will be provided as the program dictates;
5. a key to the classroom or employee's office, employees' faculty lounge, and work area unless such areas are not locked;
6. a lockable security area in each work station;
7. a telephone in a private area for employees' professional use; and
8. a faculty lounge where smoking is not permitted, as well as a location where smoking is permitted. The selection of the designated areas is to be worked out between staff and the individual building administrator(s).

SECTION 2. The District agrees that, to the extent possible and depending upon practicableness and availability of funds, the District will endeavor to provide the following:

1. a communication system between the work area and the main office;
2. restroom facilities, separate for each sex and separate from student restrooms; and
3. a separate and private dining area.
4. The District will make every effort to provide an adequate classroom/work space for each specialist. The District will give consideration to using funds from the capital fund portion of the budget to accomplish this goal.

ARTICLE XXII - FACULTY INVOLVEMENT GROUPS

SECTION 1. Faculty Involvement Groups (FIG) have been created to give employees meaningful participation in the decision-making process at the building/program level.

SECTION 2. Employees in the FIG will be selected from among employees in the building/program by the employees in that building/program.

SECTION 3. There will be no restrictions on the types of activities the FIG can deal with as long as they are identified within the building and are not directly spoken to in the Collective Bargaining Agreement.

SECTION 4. The building principal may participate as a member of the FIG.

SECTION 5. The area directors will monitor the FIG activities.

SECTION 6. If applicable, the superintendent will make funds available to implement recommendations.

SECTION 7. The parties recognize all recommendations of the FIG may not be possible to implement, but further agree that serious consideration will be given to such recommendations.

SECTION 8. The parties agree to jointly institute a problem-solving dispute resolution process to handle difficulties.

ARTICLE XXIII - DAY CARE CENTERS

SECTION 1. The parties agree to the concept of establishing day-care centers for District employees.

SECTION 2. The District agrees to rent space for the centers, if space is available, at no cost to the District.

SECTION 3. Cost of the centers will be supported by employees using the centers.

SECTION 4. Implementation of centers on District property will be worked out jointly between the District and the Association. Both parties realize there are such requirements as licenses, insurance, permits, etc., which must be satisfactorily resolved.

ARTICLE XXIV - ASSIGNMENTS AND TRANSFERS

SECTION 1 - IN-BUILDING ASSIGNMENTS

Employees in a building are encouraged to identify to the principal their interest, experience, and training for assignments that may arise within the building. A form will be available for the staff to use for this purpose. When the need or opportunity to modify assignment(s) within a building occurs, the principal will make the potentially open assignment(s) known to the building staff if the positions are identified during the school year. The principal will take the expressed interest, training, and experience of employees into consideration before making assignments. The principal will be able to reassign building personnel without having to post the assignment, but will make the position(s) known to building staff if the position(s) is identified during the school year. Building assignments will not be made in an arbitrary or capricious manner. This procedure also applies to programs scattered across several work sites.

SECTION 2 - VACANCIES

A. Definition: A vacancy exists when a person must be hired to fill a position. A vacancy does not exist when the closure of buildings, offerings, or sections, or District reorganization necessitate the partial or complete reassignment of an employee.

B. Posting: A Notice of Position Vacancy shall be developed for filling all positions except when the position is filled by:

1. an in-building reassignment,

2. an involuntary transfer,

3. the reassignment of an administrator (not to exceed two annually and not to be used at a time when layoff of SEA represented personnel occurs), or

4. arbitration award or court order (or influence thereof).

C. Notice of Position Vacancy: The Notice of Position Vacancy shall:

1. Contain a description of the responsibilities, qualifications, and terms of employment associated with the position. If the vacancy is posted as part of a notice that involves multiple positions, the district agrees to forward to the employee, upon request, a copy of the position description containing such information.

2. Describe the application procedures.

3. Be distributed to the Association and each program location to which certificated employees are routinely assigned where these notices will be promptly placed in an identified location.

4. Be available from the personnel department upon request during the summer months.

5. Provide for at least a ten (10) day period of time between the distribution and closing date for application for the position, unless the position became vacant due to termination of service or transfer on or after August 15. In such instances, the ten (10) day posting requirement may be adjusted.

SECTION 3 - TRANSFERS

A. Transfer Requests - -

1. Employees serving under continuing contract can seek a transfer by either:

a. Submitting a timely Transfer Request Form, or

b. Presenting a letter of application for a specific position before the closing date established on the Notice of Position Vacancy.

2. Each year after January 1, the personnel department will place a notice in the Staff Reporter reminding staff members desiring a transfer for the following school year that they should submit a transfer request form, which shall be kept on file by the District. Transfer requests must be forwarded to the personnel department during the month of February.

3. The personnel department will provide a form that will allow the transfer request to be completed in triplicate. One (1) copy is to be kept by the employee, one (1) copy is to be given to the employee's immediate supervisor, and one (1) is to be forwarded directly to the personnel department. The employee will receive acknowledgement from the personnel department within ten (10) days of receipt.

B. Lateral Transfers

1. A lateral transfer exists when a regularly contracted employee submits a timely transfer request or submits a specific letter of application during the posting period to transfer to a position in another building:

a. which represents the same or lesser FTE contract.

b. which is posted before August 15 and

(1) for junior high and senior high employees is at the same organizational level and represents the same majority assignment, or

(2) for the elementary employees is no more than one grade level higher or lower than the grade level (k-6) in which the employee has two or more consecutive years of experience, or

(3) for elementary employees not assigned to a regular classroom (Special Education teacher, Apple teacher, gifted teacher, librarian, elementary counselor) is the same assignment as that which they currently hold, or

(4) for Specialists is the same specialty,

c. and for which the employee's transcripts evidence the minimum specific academic requirements as specified in the position description for the assignment being sought.

2. The lateral transfer applicant will be ensured of transfer to a posted position vacancy, provided that:

a. that posted position vacancy is ultimately filled,

b. the employee submitted either a timely and specific transfer request for the position or a letter of application for the specific position before the Notice of Position Vacancy closing date,

c. the employee has at least four uninterrupted years in his/her building and either:

(1) for elementary classroom teachers, at least the last two consecutive years at current grade level or one grade level higher or lower, or

(2) for elementary employees other than classroom teachers, at least the last two years in the same assignment, or

(3) for junior and senior high employees, at least the last two consecutive years in current majority assignment,

(4) for Specialists is the same specialty,

d. affirmative action or comparability considerations are not present,

e. the position is not filled by involuntary transfer or voluntary special need transfer,

f. the employee does not have current performance deficiencies in any of the eight evaluative criteria,

g. the employee possesses the required certification/endorsement,

h. the considered supervisory relationship would not pose a problem under WAC 162-16-150, and

i. the position is not one of eight which the District can annually fill which are specifically dependent upon curricular and concurrently posted coaching assignments at a given site(s).

3. Should two or more lateral transfer candidates be under consideration for the same vacancy, the position will be awarded to the employee with the greatest layoff and recall seniority.

C. In instances wherein an SEA-represented employee voluntarily seeks transfer to or applies for a vacant position and wherein the superintendent or designee deems that facilitating this placement is appropriate, and the SEA President agrees that a transfer is appropriate, (placement to be determined by the District) the employee may be transferred without posting and/or

application or consideration of other portions of Article XXIV. Such transfer shall be called a Voluntary Special Need Transfer.

D. Non-lateral Transfer/Hiring Priorities

1. District employees are encouraged to apply for positions for which they are interested and judge themselves to meet the position description qualifications. In filling positions wherein in-building/program reassignment, lateral transfers, involuntary transfers, and or voluntary special needs transfers are not involved, all applicants' qualifications will be judged on the basis of merit as evidenced via the personnel selection process. Determination of these qualifications shall be solely the responsibility of the district.

- Priority 1: Lateral transfer candidates who have not met the criteria in terms of length of assignment.

- Priority 2: Non-lateral transfer candidates are defined as current continuing contract employees serving in other positions in the District including part-time employees seeking full-time positions who have applied or submitted a timely transfer request.

- Priority 3: Employees currently serving on one-year contracts.

- Priority 4: Substitutes.

- Priority 5: Candidates other than those listed above.

2. For priorities 1, 2 and 3 above those employees who have current performance deficiencies in any of the eight evaluative categories of the professional appraisal may not be considered.

3. Where affirmative action or comparability considerations are not present, the District will select the candidate from the higher priority grouping when the higher priority grouping candidate evidences superior or equal qualifications to those candidates from lower priority groupings via the personnel selection process. Up to five (5) current employees who have transfer requests on file will be interviewed if they are well-qualified in comparison with the field of all applicants.

4. The aforementioned priorities will not be applicable for positions that are posted after August 15 or thereafter during the school year for vacancies with an effective assignment date prior to the closure of the school year.

After this date, all employees seeking a vacant position will be considered, but such consideration will include the needs associated with maintenance of the employee's current assignment.

5. A represented employee who does not receive an assignment to a specific vacancy posted before August 15 for which the employee had submitted a timely transfer request of 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.

SECTION 4 - PROGRAM NEEDS POSITIONS

Up to ten (10) positions per year may be filled by the District irrespective of hiring priorities and all transfer provisions other than lateral. These positions will be posted but may not be site-specific. These positions are to enable the District to meet special program needs, such as areas of teacher shortage, and affirmative action goals.

SECTION 5 - INVOLUNTARY TRANSFERS

A. Should it become necessary to reassign a person from a building, the District shall take into consideration the needs and desires of the employee, recognizing that the District must first satisfy curricular needs and Chapter 1 comparability requirements. Extracurricular program needs will also be considered.

B. If there is a volunteer(s) from an affected building who meets the District's curricular and Chapter 1 comparability requirements and whose transfer would eliminate the need for an involuntary transfer with extracurricular needs being considered, no involuntary transfer(s) will be implemented.

C. Involuntary transfers shall be by reverse seniority (as determined by the Layoff and Recall criteria) from current majority assignment and/or first priority assignment. The employee with the least seniority in the majority assignment in the secondary school department(s), specialist assignment, K-3, or 4-6 grade levels being reduced in the affected building meeting the District's curricular program and Chapter 1 comparability requirements, with extracurricular needs being considered, will be involuntarily transferred. Grade three/four combination classroom teachers shall be considered in the K-3 category. No employee will be involuntarily transferred more than two consecutive years unless the program(s) is moved.

D. In the event that more than one (1) individual employee having the reverse seniority ranking is qualified for the position, employees will be ranked in accordance with the number of educational credits on file in the personnel office for salary purposes beyond the B.A. degree from least to greatest. The

employee with the least number of credits will be assigned to the vacant position.

E. In the event that more than one (1) individual employee having the same least number of credits on file in the personnel office (at the time of the printing of the final layoff/recall list) for salary purposes beyond the B.A. degree is qualified for the position, all employees so affected shall participate in a drawing, by lot, to determine who shall be assigned to the vacant position.

F. The employee will be notified of the transfer as soon as the need for transfer is established. The District will offer to counsel with the affected employee regarding the rationale for the transfer.

G. The employee will be provided with a Transfer Request form, which the employee should complete and forward to the personnel department within five (5) days of receipt.

H. Upon receipt of the Transfer Request, the personnel department shall notify the employee of his/her transfer as soon as the assignment associated with the transfer is established. If such an assignment is not representative of the employee request, the personnel department will continue to provide the employee first consideration for other potential vacancies arising before the initiation of service.

SECTION 6 - RELATED PROVISIONS

A. When assignments which are comparable to the assignment from which the employee was involuntarily transferred become available, the involuntarily transferred employee(s), in order of seniority, will be offered reassignment which will normally occur on a quarterly basis.

B. No position from which employees have been involuntarily transferred after May 1, 1985, will be declared vacant unless all such involuntarily transferred employees have declined the assignment.

C. Employees involuntarily transferred to a different category have the right to select, at the time all employees are provided with their layoff/recall options, their previous category or their current year category for RIF application.

D. Employees who have been involuntarily reassigned to a majority assignment in which they have not previously taught or in which they do not possess an undergraduate minor or its equivalent issued within the last five (5) years, will not be nonrenewed for performance deficiencies primarily related to subject matter, professional preparation, and scholarship during the first (1st) year of their involuntary assignment. Upon request, involuntarily transferred employees will be provided

with the necessary help and assistance normally provided employees per section 3.F.5 of the Certificated Staff Evaluation clause of this Agreement.

E. The District will provide the necessary assistance to involuntarily transferred employees in moving supplies, materials, etc., between buildings. Additionally, employees involuntarily transferred during the school year will receive time and assistance in completing the move. Employees involuntarily transferred as a result of program moves will receive compensation, time, and assistance.

F. All procedural aspects of Article XXIV shall be subject to Article LI of the Collective Bargaining Agreement. Substantive quality determinations of prospective candidates are to be determined by the District and shall not be subject to the grievance procedure.

G. Extracurricular positions need not be posted if the employee is continuing in the same position. In other circumstances, the position shall be posted unless the vacancy arises during the season, or if postings have already generated an adequate pool of candidates, or as a result of an emergency such as untimely separation. In filling posted extracurricular vacancies the district will:

1. take into consideration the building or program needs,

2. screen all employees who submit a timely application letter, and

3. determine applicants to be interviewed based on the comparative qualifications of each.

H. The District will make every effort to make building assignments for specialists close together.

I. Except as expressly stated in Article XXIV, Section 3, paragraph D, the provisions of Article XXIV shall not be applicable to substitutes.

ARTICLE XXV - POSITION SHARING

SECTION 1. Position sharing is a procedure whereby two employees other than substitutes share a position. Employees desiring to share a position must submit such request to the superintendent, or designee, no later then May 1 of each school year. The District shall determine, in a timely manner, whether or not to honor the request. It is the intent of the parties to conscientiously work towards solving problems of position sharing. Reasons for denial will be given upon request.

SECTION 2. Prior to entry into the position share, employees and supervisors will develop, in writing, an agreement on such issues

as prep time, conferencing, and reporting responsibilities, early release days, attendance at required meetings, coverage of class during one teacher's absence and arrangements which shall insure intra-team communication necessary to support the total program.

SECTION 3. If the position sharing dissolves because one of the employees moves to a full-time position, or resigns, goes on a leave of absence, etc., the District may, at its discretion, either transfer the remaining employee or assign the remaining employee into the position on a full time basis.

SECTION 4. The two employees will work with the building principal/program supervisor to establish the working relationship between the parties involved within the following parameters:

1. Only two employees may share a position.
2. Each employee will be issued a standard contract with a salary proportionately based on his/her salary schedule position for the amount of time to be shared (i.e., half-time = half salary).
3. Each employee will receive his/her proportional fringe benefit amount.
4. The employees may substitute for each other at the normal substitute pay rate, or by changing the work-hour pattern with the principal/supervisor's approval.
5. Seniority will accrue according to the length of the employee's contract (i.e., half-time = one-half year seniority).
6. Employees will advance on the salary schedule the same as any other part-time employee.
7. Employees may establish their work schedule with approval of their principal/supervisor.
8. Entering into a position-sharing relationship does not waive any legal rights under Washington code or contract rights under this Agreement.
9. Requests to move back into a full-time job will be made under the assignment/transfer procedure contained in this Agreement.
10. Employees wishing to continue sharing a position should so inform the District by May 1.

ARTICLE XXVI - MONTESSORI

SECTION 1. Consideration of transfer requests from employees in the Montessori program will be contingent upon the District finding a satisfactory replacement for the employee(s).

SECTION 2. Leaves of absence under Sections 5-12 will be contingent upon the District finding a satisfactory replacement for the employee(s) in the Montessori program.

SECTION 3. In the event that the K-6 preparation time provision becomes unworkable, a modification mutually agreeable to the District, the SEA, and the employee(s) will be made.

ARTICLE XXVII - SACRED HEART

In the event that the preparation time provision becomes unworkable, a modification mutually agreeable to the District, the SEA, and the employee(s) will be made.

ARTICLE XXVIII - LEAVES OF ABSENCE

SECTION 1.

A. Except for short-term substitutes, an employee finding it necessary to be absent from work under one (1) of the following procedures should give ample notice to his/her supervisor or principal so that arrangements can be made to care for that employee's responsibility. Such absence should be approved in advance and deduction may be made in pay as determined under the appropriate provision. Ample notice would allow for an employee's meeting with an immediate accident or occurrence that would not allow prior notice being given to his/her principal or supervisor.

B. If the absence is not provided for under one (1) of these provisions, it may be granted as long as it is approved by the Personnel Office in advance and appropriate deduction as determined by the Personnel Office is made for the absence.

C. Notice of return to work must be made in time to give adequate notice to the employee's replacement.

D. With the exception of those requests to be made under "Temporary Absence" and "Absences for Educational Meetings and Community Service," each request shall be considered by the employee's building principal or division leader acting as the representative of the Superintendent before being submitted to the Personnel Office.

SECTION 2 - LEAVE DAYS

A. F.T.E. employees will be allowed sick, injury, and emergency leave at the rate of twelve (12) days per school year.

B. Such leave shall be cumulative from year to year to a maximum of 180 days.

C. Sick leave shall be administered per RCW 28A.58.

D. A continuing employee will be entitled to the yearly allowable number of such leave days on the day he/she is scheduled to report to work in the new school year; provided that

the yearly allowable number of leave days will be prorated for all leaves to participate in public service, miscellaneous leaves, and sabbatical leaves extending for twenty-one (21) days or more. Employees who use, and are paid for, the yearly allowable sick leave days, but who do not report to work during the school year, will reimburse the District for any sick leave pay given.

E. If the contract is terminated during the year for other than health reasons, the days allowed for the current year will be adjusted pro rata to those days used but not earned. A person commencing employment during the school year will be granted leave days on a pro rata basis.

SECTION 3 - SICK, INJURY, EMERGENCY, AND MATERNITY LEAVE

A. Sick and Injury Leave

1. Sick leave is defined as days of absence from duty because of personal sickness or injury, and for which no deduction is made in compensation of the employee, provided the employee has compensated leave balance.

2. At any time a doctor's written statement attesting to the illness or injury necessitating the employee's absence may be required by the Personnel Office.

3. When the employee qualifies for sick and injury leave but has exhausted his/her accumulated leave bank, the employee may be absent on an unpaid sick/injury leave. The District has the right to require an examination by a mutually agreed to physician. A contract will not be issued for the ensuing year unless the Employee has provided the District with a well-defined physician's statement which provides the District with a reasonable assurance that the Employee's physical/mental status is such that the Employee will be able to fulfill his/her contractual obligation. The District has the right to deny continued absence on unpaid sick leave.

4. Employees absent because of sick, injury, and emergency leave may not serve in other forms of gainful employment beyond the gainful employment that had been a regular part of the employee's work week prior to the sick, injury, and emergency absence. To do so may constitute a breach of contract.

B. Emergency Leave

1. Emergency leave is intended for problems for which preplanning is either not possible or could not relieve the necessity for the employee's absence. Such emergency leave may be up to an including twelve days per year, without

deduction in salary, as long as it is covered under the allowed leave days (Leave Days Section 2, A).

2. The Employee shall explain the purpose of the leave. Emergency leave shall be allowed for critical illness or injury in the employee's immediate family. Critical illness or injury in the employee's immediate family includes surgical operations and in-hospital emergency treatment and presupposes a doctor's attendance. Common illnesses and medical appointments of children and relatives may be covered under this provision.

3. If an emergency leave request is based on a need for a court appearance, a copy of the summons or subpoena must accompany the request. Emergency leave, including special leave, will not be allowed to employees when such leave requested is based on Association and/or class action grievances and/or other legal action against the District. When an individual employee brings legal action, including grievance hearings, against the District, emergency leave may be granted to the individual, if such relief is awarded by the hearing body.

C. Maternity Leave

1. Absences 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 procedures will be revised accordingly.

2. An employee shall notify the Director of Personnel in writing of the expected date of birth of the child at least three (3) months before the date.

3. Upon request an employee 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. Such leave, if not supported by a physician's statement, will be without pay and, if for an extended period (over twenty (20) days), will cause a proration of the annual sick leave accrual. In instances where an employee is not under a physician's care because of a bona fide religious reason(s), the normal sixty (60) day maximum maternity leave benefit will apply. The procedure governing leave of absence for personal disability relating to pregnancy will apply as follows:

a. An employee shall receive accumulated sick leave for the period of actual disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom provided the employee works up to the day her physician indicates as the beginning of her disability.

b. Sick leave will terminate following birth of her child or the date her physician indicates she can perform her school responsibilities.

c. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on a sick and injury leave without pay for the duration of the period.

d. A long-term substitute may be placed in the employee's position during the period of absence.

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

E. Adoption - an employee shall notify the Director of Personnel as soon as the employee is notified of the adoptive date. The Employee shall have the use of twelve days of Emergency Leave per year for settling an adopted child into the family.

SECTION 4 - BEREAVEMENT LEAVE

A. Each absence because of a death in the employee's immediate family shall be allowed with pay for a period of up to five (5) days. (Immediate family is defined as parent, parent-in-law, brother, sister, husband, wife, son, daughter, or person with whom one has had association equivalent to these family ties.)

B. Each absence because of a 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, daughter-in-law, son-in-law, or grandparents.)

C. Leaves in excess of the periods above may be applied for under the emergency leave provision.

SECTION 5 - EDUCATIONAL AND COMMUNITY SERVICE LEAVE

A. All certificated employees shall be given consideration for travel to subject area, association, curriculum, and improvement of instruction meeting. If mutually agreed, the employee may attend such a meeting and reimburse the cost of the substitute. If a request to attend a meeting is denied, the employee will be excused upon request, at a full deduction of salary, provided substitute arrangements can be made.

B. Educational Meetings

1. An employee representing the District may be excused by his/her principal or supervisor to attend an educational meeting in Spokane County without submitting a request to the Superintendent provided, in the judgment of the principal, his/her duties can be properly covered to the satisfaction of all concerned and at no additional cost to the District.

2. Upon approval of the Superintendent or designee, employees representing the School District will be excused with travel and expenses related to the absence paid by the District.

3. Upon approval of the Superintendent or designee, employees representing subject matter and other special professional organizations will be excused without reimbursement for travel and expenses related to the absence. Such activities are normally expected to be held on curriculum days.

4. Employees requesting to attend meetings for educational and professional growth under conditions not covered under subsection B.3 above will be allowed to attend such meetings provided that a qualified substitute is available and timely notification is provided to the District. Such attendance will be with a full deduction of salary.

C. Community Service

1. Contract employees representing a school-related organization in the community in a leadership role without pay will be excused upon the approval of the Superintendent or designee without expense to the District. A substitute will be provided at District expense.

2. Employees representing a community organization in a leadership role without pay will be excused upon the approval of the Superintendent or designee without expense to the District, but with the substitute cost being provided by the employee or the organization represented.

3. Employees who serve as paid officials in extracurricular activities may be excused without expense to the District but with full deduction of salaries for time missed. Employees may be excused to officiate at WIAA tournaments without cost to the District.

4. The total of all sums to be expended by the District for travel and necessary expenses excluding substitutes related to authorized meetings shall be listed in appropriate categories within the budget.

D. In items B.2., through C.3., an application for absence should be submitted for consideration by the appropriate administrators before being transmitted to the Superintendent or designee ten (10) days prior to the regular Board meeting preceding the time of absence.

SECTION 6 - SPECIAL LEAVE

A. Two Special leave days may be taken for which no reason need be given. The request for leave must be made by the end of the prior regularly scheduled workday. The Employee is not required to state the reasons for the request to take such leave days. These leave days are separate from sick and emergency leave days. These days do not accumulate from year to year. Employees who elect to not utilize these days will receive an amount equal to the cost of a substitute for that Employee.

B. In the event that the District is not able to staff the program with qualified replacements, the above language will be renegotiated to successor language. Special leaves would continue to be separate from sick and emergency leave.

SECTION 7 - TEMPORARY ABSENCE

An employee who needs to be absent from duty for a period of less than two (2) hours for an emergency, 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 properly covered to the satisfaction of all concerned.

SECTION 8 - JURY SERVICE LEAVE

A. Upon receipt of a jury summons by an employee, the employee will contact the Personnel 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 9 - SABBATICAL LEAVE

A. An individual seeking a sabbatical leave must initiate the request by completing and submitting a Sabbatical Leave Form available in the District Personnel Office by March 1 of the year preceding the proposed sabbatical leave.

B. Sabbatical leaves of up to one (1) year for advanced study may be granted at the discretion of the Board of Directors to certificated employees who have served in the Spokane Public Schools a minimum of seven (7) consecutive years and whose work is satisfactory. In recommending sabbatical applicants to the Board of Directors, the Superintendent will give consideration to the present or near-future assignments of the various applicants; to fellowships, scholarships, assistantships, or grants already awarded the various applicants; to the potential years of service to the District; to the most beneficial use to the District; and to the budgetary limitations of the District. In no case would the salary paid by the District and the funds received under a grant, etc., exceed one hundred percent (100%) of the basic contract salary which he/she would have received under regular employment with the District.

1. An employee on sabbatical leave shall be contracted at fifty percent (50%) of the employee's basic contract salary for the period during which the sabbatical leave is taken.

2. The total number of persons on sabbatical leave shall not exceed one percent (1%) of the total number of certificated employees; however, the number of participants shall be determined by the Board of Directors.

3. An employee on sabbatical leave may not engage in employment other than that associated with the applicant's pursuance of an advanced degree or additional college work; i.e., teaching fellowships or teaching assistantships, etc., without a reduction in the sabbatical stipend.

4. An employee returning from sabbatical leave shall be returned to an assignment of comparable salary and work year to that from which the leave was taken, unless a change is mutually agreed upon by the District and the employee.

5. An employee is expected to return to the District for a minimum of one (1) year of service following a sabbatical leave. An employee failing to return will be required to repay the District salary and fringe benefit contributions. An employee will be required to adhere to District Policy as specified by the District Sabbatical Leave Form.

6. An employee may continue insurance benefits by prepaying to the Business Office such amounts as are necessary to cover the cost of fifty percent (50%) or one-half (1/2) of the premium.

SECTION 10 - PUBLIC SERVICE LEAVE

It shall be the policy in School District No. 81 to relieve employees of their school responsibilities to participate in the State Legislature or other elected positions related to public service without pay during the term of such office. Should an

individual concerned find it necessary to leave his/her school post at times other than his/her elected term, each situation will be handled individually upon the request of the employee.

SECTION 11 - ASSOCIATION LEAVE

A. Upon request, the President of the Association will be granted a leave of absence for the school year in which he/she is President. The Association will reimburse the District for the salary and fringe benefits of the President at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave. The Association will maintain a record of all days of absence under sick, injury, and emergency leave used by the President during the school year and present it annually to the School District. Upon completion of the term of office and leave of absence of the Association President, the District shall, upon the request of the individual, return the individual to the 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.

B. The District shall provide to the Association an aggregate of one hundred and fifty five total days for all bargaining units represented by the SEA each school year for the purpose of Association leave. Use of such leave shall be approved by the President of the Associaton. The Association shall provide the costs of substitutes for the absence when substitutes are required.

C. The SEA will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.

SECTION 12 - MISCELLANEOUS LEAVES

A. Other leaves may be granted for up to one (1) year without pay or District payment of insurance premiums, unless indicated otherwise below, upon recommendation of the Superintendent and approval of the Board. Upon request of the employee, leave may be renewed for up to one (1) year. Special conditions of the leave shall be put in writing at the time the leave is granted. The employee's failure to fulfill the special and regular conditions of the leave will be considered a breach of terms and conditions of the employee's contractual relationship with the District and may, at the sole discretion of the District, be cause for disciplinary action which may include termination. Experience credit on the salary schedule and accrued sick leave at the time of the leave will apply on return from the leave with the exception of foreign exchange teaching. Accrued sick leave will be adjusted

for miscellaneous leaves involving twenty-one (21) or more days of absence from contract duties. An employee on an unpaid leave may continue his/her choice of District-offered insurances if the employee pays the premium cost directly to the carrier. The employee shall provide notice to the District of his/her intent to return to work by May 15.

B. The following types of leaves will be considered under this provision:

1. Active military service - with pay if absent under RCW 38.40.060.

2. Additional college preparation - Additional college preparation must be a reasonable load of study in a field directly related to an employee's preschool-12 position or sought after position.

3. Extensive travel - must be in the best interest of the District.

4. Foreign exchange teaching - sick leave and salary benefits shall accrue to the teacher on exchange in the same manner as though the employee were teaching in Spokane. It will be the responsibility of the individual employee to present official documentation of attendance during the exchange teaching assignment.

5. U.S. Civil Service or Department of Defense foreign teaching

6. Health - must be the employee or a member of the employee's immediate family.

7. Child rearing - if notice is given during the summer months, leave may be granted for up to one (1) full year. If notice is given during the first (1st) semester of the year, leave may be granted for one (1) full semester. Leave must be for a minimum of one (1) full semester unless otherwise approved by the District.

9. Other educational service - must be deemed beneficial to the District.

10. Unspecified leave - a leave for good cause which does not fall under one of the specified reasons but is judged to be in the best interest of the District.

ARTICLE XXIX - EMERGENCY SCHOOL CLOSURES

In the event that the District temporarily closes one (1) or more of the schools of the District for one (1) or more days of the contract year, the affected employees will be granted leave at no

deduction in salary or benefits, provided that the students are not required to make up the day(s) and provided further that this provision shall not apply to a withholding of services by employees for any reason.

ARTICLE XXX - EMPLOYEE WORKDAY

SECTION 1 - LENGTH OF WORKDAY

A. The regular workday for elementary, k-6, classroom teachers shall be six and one-half hours.

B. The regular workday for Junior high classroom teachers shall be seven hours.

C. The regular workday for Senior high classroom teachers shall be seven hours.

D. All other employees on the basic salary schedule will work the regular classroom teacher day for their appropriate level.

E. Employees assigned to both elementary and secondary instructional levels shall work a seven-hour day.

F. Employees grandfathered on the Central and Regional Staff salary schedule and employees on the Building Level Support Staff salary schedule shall work an eight-hour day. Senior High School Department Heads, because of their responsibilities as classroom teachers, will not usually be held to an eight-hour day.

SECTION 2 - WORKDAY PROVISIONS

A. All employees shall have a thirty minute duty-free lunch period exclusive of the normal workday.

B. No employee will be required either to report earlier than 7 a.m. or to stay beyond 4 p.m. except for Employees teaching a zero period. Employees shall begin their workday thirty minutes before the student's school day begins and shall continue thirty minutes after the student's school day ends, except on days that administratively called faculty meetings are held. The time before and after student arrival/departure will be used for preparation or conferences with parents/students. Employees teaching a zero period shall be allowed to adjust the end of their work day by the amount of time it is lengthened at the beginning of the day.

C. At the option of the building administrator, the regular workday may be extended either at the beginning or at the end no more than twenty minutes twice a month or thirty minutes once a month for faculty meetings.

D. No junior or senior high school teacher will be required to teach more than five instructional periods per day.

SECTION 3 - NONINSTRUCTION DUTIES

A. As part of their regular workday, employees may be required to attend meetings and perform such other professional work as may be required by the Superintendent or designee.

B. Assignments to supervision of student activities such as convocations, hall duty, playground duty, recess, bus duty, dances after school, etc., within the regular workday shall be rotated to provide equal treatment to employees. These duties may occasionally extend the regular workday.

C. Employees not assigned to recess duty shall be available for student/parent contact.

D. Employees may be required to participate in one Open House per contract year.

E. No employee will be expected to perform custodial duties previously performed by custodians.

F. Pay for noninstructional duties beyond the workday will be at the established hourly rate for district level assignments not supported by individual contracts and the Collective Bargaining Agreement.

SECTION 4 - MODIFIED DAY PROGRAMS

Employees may voluntarily agree to work beyond 4 p.m. in special modified day programs. The usual protection of the Collective Bargaining Agreement will apply.

ARTICLE XXXI - PREPARATION PERIODS

SECTION 1 - INTERRUPTIONS AND FACILITIES

A. The Association and District agree that preparation periods are vital and shall be interrupted only to the extent necessary to efficient school service.

B. The District will assure that proper facilities will be available for preparation and planning.

SECTION 2 - K-6 PREPARATION TIME

A. Each K-6 classroom teacher shall have at least 150 minutes per week of duty-free preparation time during the elementary student school day.

B. Preparation time will be received at least three days per week for grades 1-6 and five days per week for kindergarten.

C. It is not required that preparation time be prorated during shortened weeks and shortened student days.

SECTION 3 - 7-12 PREPARATION TIME

A. All secondary teachers will have a minimum of one instructional period per day for preparation or conference with parents/students.

B. Preparation periods will be on a staggered basis during the student day.

SECTION 4 - OTHER CERTIFICATED PREPARATION TIME

A. Specialist, ESA, special education, and other certificated personnel not assigned to a regular classroom shall have preparation time.

B. The parties recognize the need to provide for preparation periods during the student school day for all employees.

C. Those employees assigned to more than one school or assigned to other than regular classroom duties will have their daily preparation periods and/or time to complete case load work scheduled with supervisors.

SECTION 5 - CLASSROOM RESPONSIBILITY

When students are receiving instruction from certificated specialists, the specialists are responsible for classroom control and maintenance.

SECTION 6 - KINDERGARTEN USE OF SPECIALIST

Any elementary music or physical education specialist time available in excess of the time needed for grades 1-6 will be used to schedule music and P.E. for kindergarten. The District will provide 1/2 hour of specialists time equivilant to alternating weeks for each FTE kindergarten teacher.

ARTICLE XXXII - EMPLOYEE WORKLOAD

SECTION 1

A. The District will endeavor to assure a pupil/classroom teacher K-12 staffing ratio of 25/1.

B. Because of reduced assistance caused by staff and/or program cutbacks, employees impacted shall have the right to meet with the appropriate administrator(s) to discuss and agree to workload priorities.

C. The District shall strive to meet the basic education staffing ratio in accordance with Section 2.

SECTION 2 - ACADEMIC CLASS SIZE MAXIMUMS

A. Grades K-3 shall have a class size ratio of 25 to 1. The principal shall have the ability to add one student to the class to bring the class size up to 26 with overload paraprofessional time. With the written consent of the teacher, the principal shall have the ability to add students beyond 26 with overload paraprofessional time.

B. Grades 4-6 shall have a class size ratio of 28 to 1. The principal shall have the ability to add one student to the class to bring the class size up to 29 with overload paraprofessional time. With the written consent of the teacher, the principal shall have the ability to add students beyond 29 with overload paraprofessional time.

D. Combination Academic Class Size

1. Guidelines contained in the Principal's Handbook will be followed in the selection of students to be assigned to any combination class.

2. Grades K-3 - 24/1

3. Grades 3/4 - 24/1

4. Grades 4-6 - 27/1

E. Grades 7-12

1. 31/1 through the first semester of 1986-7.

2. 30/1 beginning the second semester of 1986-7.

SECTION 3 - EXCEEDED MAXIMUMS

A. After the second full week of school, should class size maximums exceed the above schedule, the Superintendent or designee in consultation with principals, appropriate teachers, and other administrators will implement one (1) or more of the following options:

1. employ additional teachers;
2. create combination classrooms;
3. bus students to other schools;
4. modify elementary school boundaries;
5. adjust student schedules or subject offerings;
6. transfer staff; or
7. additional paraprofessional time.

B. It is the intent of the District to reevaluate class size and make necessary adjustments throughout the school year.

C. Under exceptional circumstances and with teacher agreement in writing, maximum academic class size, including team teaching situations, can be exceeded.

D. Class size may be exceeded in traditional large-group instruction, experimental classes, pilot projects, or differentiated staffing pattern situations.

SECTION 4 - SPECIAL EDUCATION

The District will strive to maintain staffing standards in special education classes as set by the Office of the State Superintendent of Public Instruction.

SECTION 5 - SUPPORT PERSONNEL

Additionally, effort will be made in staffing of librarians, counselors, psychologists, physical therapists, occupational therapists, communication disorders specialists, social workers, and nurses to provide and, subject to the availability of continuation of funding, improve an appropriate level of education support services.

SECTION 6 - NONACADEMIC CLASSES

In grades K-12, effort will be made to assure that nonacademic classes and classes involving special facilities or student stations (e.g., labs, shop classes, and state legal requirements in vocational education) shall have no more students than facilities provide.

SECTION 7 - MAINSTREAMING

Any special education student with an active IEP for academic assistance in a special education program for sixty (60) minutes or more daily will be considered as 1 1/2 for 1 for the period of time when he/she is in the regular classroom. Assistance to support the child in his/her mainstreamed placement will be provided by the District as required by the child's individual educational program.

SECTION 8 - SPECIAL GROUP WORKLOAD

A. The class size in Elementary Art will be the same as "academic" teacher's class with the same handicap weighting as defined in Article XXVII, Section 7, except that additional handicapped students above and beyond the class maximum would only be assigned after discussion and examination of alternatives with the teacher.

B. For Elementary developmental (general) music, the class size will be the same as "academic" teacher's class with the same handicap weighting as defined in Article XXVII, Section 7, except that additional handicapped students above and beyond the class maximum would only be assigned after discussion and examination of alternatives with the teacher. The specialist will have no more than forty (40) required instructional periods per week. Chorus, strings, band, etc., are not included.

C. The Elementary Physical Education class size will be the same as "academic" teacher's class with the same handicap weighting as defined in Article XXVII, Section 7, except that additional handicapped students above and beyond the class maximum would only be assigned after discussion and examination of alternatives with the teacher.

D. When providing direct instruction to classes of students, the Elementary Instructional Media Specialists class size shall be the same as the "academic" teacher's class with the same handicap weighting as defined in Article XXVII, Section 7, except that additional handicapped students above and beyond the class maximum would only be assigned after discussion and examination of alternatives with the teacher.

E. The teachers of the secondary subjects listed below will be informed prior to the placement of handicapped students in excess of the maximum, and the administrator/designee will be available for discussion regarding the placement of such students. Handicapped students shall not be weighted as stated in Article XXVII, Section 7.

1. The Secondary Art class size will be the same as the "academic" class size. When practical, the administrator/designee will discuss emerging problems which may result in the merging of previously unmerged courses, problem which result in multiple preparations, or the dropping of a course. Work load concerns may be discussed in District department meetings.

2. In Senior High Music, the lab class size, as defined in the Secondary Course Catalog, will be the same as the "academic" class size. When practical, the administrator/designee will discuss emerging problems which may result in the merging of previously unmerged courses, problems which result in multiple preparations, or the dropping of a course. Work load concerns may be discussed in District department meetings.

3. The District recognizes the importance of music at the Junior High level, and therefore, the work load will continue to be reviewed. When practical, the administrator/designee will discuss emerging problems which may result in the merging of previously unmerged courses, problems which result in multiple preparations, or the

dropping of a course. Work load concerns may be discussed in District department meetings.

4. Beginning at the semester break of 1986-87 the Secondary Physical Education work load will be a daily total of 170 with no class larger than 36. Student aides will not be counted within the work load.

5. The Senior High Health class size will be the same as the "academic" class size for ninth grade students.

6. The District will strive to maintain the existing Secondary Instructional Media Specialist work load. The District will continue to review the staffing needs and areas of responsibility. Employees may discuss the closing date of libraries with the principal. Work load concerns may be discussed in District department meetings.

7. Vocational-Funded Class size will be established in compliance with the current edition of the State Standards for Vocational Education Programs. The "academic" class size will apply to those classes which are not addressed in the Standards. Students in excess of the Standards or "academic" size will only be assigned after discussion with the teacher. In those programs which traditionally exceed the "academic" class size, the District will take into consideration the number of work stations available when assigning students.

8. The Applied Arts class size will be the same as the "academic" class size except for those classes which traditionally exceed the "academic" maximum, and in those subjects the number of work stations will be considered when assigning students. Students in excess of the amximum will only be assigned after discussion and examination of the alternatives with the teacher.

9. Traffic Safety Education class size shall be thirty six to one. (36/1) Paraprofessional time will be provided based upon the needs of the District.

10. The secondary Limited English Speaking program class size shall be sixteen to one (16/1) per period with paraprofessional assistance over that amount. The District will strive to maintain paraprofessional assistance, however, recognizing that circumstances might require adjustments.

11. The elementary Limited English Speaking program class size shall be twenty-two/one (22/1) daily average with aide assistance over 22/1 daily average. The District will strive to maintain aide assistance, however, recognizing that circumstances might require adjustments.

12. The District will strive to maintain the existing Secondary Counselor work loads. The counselor will work with the principal regarding the need for clerical help during periods of peak registration. Counseling services will be discussed with the appropriate administrator.

F. The District will staff Nurses at 8.8 FTE's. Work load concerns may be discussed in District department meetings. The District will continue to review the needs in this area.

G. Indian Education work load concerns may be discussed with the appropriate supervisor(s).

H. Special Education

1. Audiologist service will be provided based upon the identified student needs. Work load concerns may be discussed at District department meetings.

2. The Communication Disorder Specialists' student case load will be selected according to the criteria established within the "Communication Disorder Specialists Matrix of Services." This reference document will be regularly revised to maintain an accurate reflection of those students demonstrating maximum severity.

3. The Occupational and Physical Therapists' student case load will be selected according to the criteria established within the "Occupational/Physical Therapy Matrix of Services." This reference document will be regularly revised to maintain an accurate reflection of those students demonstrating maximum severity.

4. The District will endeavor to maintain the existing Psychologists work load.

5. The District will endeavor to maintain the existing Social Workers work load and will continue to review the needs in this area.

6. The Behavior Intervention Room work load shall be ten (10) students per period with a minimum of a 3-hour paraprofessional. Additional paraprofessional time will be provided if ten students per period is exceeded and/or if individual behavior warrants such additional paraprofessional time.

7. The Special Design Class Room work load shall be ten (10) students per period with a minimum of a 3-hour paraprofessional. Additional paraprofessional time will be provided if ten students per period is exceeded and/or if individual behavior warrants such additional paraprofessional time.

8. Other Classes

a. In the Secondary, additional paraprofessional time will be provided when ten students per period and forty students (body count on I.E.P.'s) per teacher building average are exceeded. Additional paraprofessional time will be provided at a rate of one (1) hour of aide time per six students per day building average.

b. In the Elementary, additional paraprofessional time will be provided when thirty five contact hours per day building average and a minimum of twenty five students (body count on I.E.P.'s) per teacher building average are exceeded. Additional paraprofessional time will be provided for loads exceeding these specifications.

I. Employees may discuss work load concerns with the appropriate administrator at the building level or at District department meetings.

J. Definitions

1. Academic: See Article II

2. Building Average: Does not include District established self-contained classes.

3. Other Special Education Classes: Resource classes other than self contained.

4. "Academic" Teacher's Class: The number of students enrolled in the "academic" teacher's class.

5. Direct Instruction: Providing instruction to the "academic" teachers' classes of students.

6. Vocational Funded Classes: Those classes which are vocational funded and approved by the state.

7. Applied Arts: Those vocational-type classes which are not vocational funded by the state.

K. If the District determines that there is a finincial necessity to suspend work load provisions, prior to taking such action the District will consult with the Association in a Labor/Management meeting.

SECTION 9 - WORKLOAD GRIEVANCES

Grievances relating to Employee Workload shall be grievable only through step three (3) of the grievance procedure contained herein.

SECTION 10 - LAYOFF AND RECALL

In the event layoff procedures must be implemented, the employee workload provision may be suspended after consultation with the Association in a Labor/Management meeting.

ARTICLE XXXIII - AUXILIARY PERSONNEL

SECTION 1 - SUPERVISION

Employees shall supervise, within District-established guidelines, the duties of auxiliary personnel whose role shall be to support rather than supplant the employees in compliance with WAC 180-44.

SECTION 2 - ASSIGNMENT

Employees will be assigned auxiliary personnel absent coercion or harassment. Employees will have the right to refuse the services of auxiliary personnel except where categorical program requirements dictate the services of auxiliary personnel.

SECTION 3 - EVALUATION

Certificated employees will assist in the evaluation of auxiliary personnel. Certificated employees may recommend the transfer of auxiliary personnel.

SECTION 4 - OVERLOAD PARAPROFESSIONAL POOL

Overload paraprofessional hours will remain constant in the building for five (5) school days after the service time is no longer required for student overload purposes. If the service time is again required during the five (5) day period because of a new student overload situation, the excess service time identified above will be assigned to satisfy the new overload situation. If an overload situation does not reoccur during the five (5) days, the paraprofessional time will be available for use as determined in the building during the five (5) days only. The principal will be responsible for making the final determination regarding the use of excess overload paraprofessional time after consulting with the faculty.

SECTION 5 - LIBRARY PARAPROFESSIONALS

Every elementary school will be guaranteed at least one day of library paraprofessional time every full week. This section will not result in the reduction of certificated librarian time or library paraprofessional time in any building.

SECTION 6 - PARAPROFESSIONALS TO FOLLOW SPECIAL ED STUDENTS

A paraprofessional or paraprofessionals will follow special education student(s) to the specialist's class if the paraprofessional(s) is (are) assigned specifically and solely to the special education student(s) for that specific period of time for the purpose of supervision and direct assistance. In the event that there is a dispute regarding the interpretation of this section, the principal will make the decision after consulting with the multi-disciplinary team.

ARTICLE XXXIV - SUBSTITUTE FOR PRINCIPAL

A. Employees who wish to substitute for the principal should make their desires known to the principal. The principal retains the right to select the substitute and employees have the right to refuse to substitute.

B. Substitutes for teachers serving as building principals shall be provided under the following circumstances:

1. After one (1) day;

2. On the first (1st) day with advance notice of principal's absence; or

3. On the first (1st) day if the teacher and area director mutually determine a substitute is needed. If no mutual agreement, the teacher will not be required to serve as building principal.

C. The employee shall receive a stipend of $20 per day for each full day of substituting for the principal beginning on the second (2nd) full day of assignment as designee each year. The stipend shall be in addition to the employee's usual daily rate.

ARTICLE XXXV - SUBSTITUTES FOR COUNSELORS

In the instance when a secondary counselor is to be absent from duty a substitute shall be employed beginning on the second day of absence if that absence is due to illness or emergency leave. A substitute may be provided on the first day of absence at the discretion of the principal.

ARTICLE XXXVI - DEPARTMENT HEADS

SECTION 1. Department head positions will be offered on separate supplemental contracts.

SECTION 2. All department head positions that currently exist will be maintained for the duration of this agreement unless the program is eliminated or there is only one person in the department.

SECTION 3. Department heads will get an additional (second) preparation period when they have nine (9) people to evaluate. When seventeen (17) is reached, they will receive a second additional preparation period.

SECTION 4. Department Coordinators as identified by the District at the Junior High and Jantsch will be paid $250. Music Coordinators at the Senior High will be paid $250.

ARTICLE XXXVII - EMPLOYEE WORK YEAR

SECTION 1 - Except for short term substitutes, the employee work year for all employees covered by this Agreement shall consist of one hundred eighty one (181) workdays.

SECTION 2 - For the 1986-87 school year employees shall begin work on September 2, 1986, and conclude work on June 11, 1987, exluding the following holidays:

Friday, October 10 - -
Non-contract, Non-student Curriculum Day
Tuesday, November 11
Thursday, November 27
Friday, November 28
Monday - Friday, December 22-26
Monday - Friday, December 29 - January 2
Monday, January 19
Monday, February 16
Monday - Friday, April 6-10
Monday, May 25

SECTION 3 - For the 1987-88 school year employees shall begin work on September 8, 1987, and conclude work on June 17, 1988, exluding the following holidays:

Friday, October 9 - -
Non-contract, Non-student Curriculum Day
Wednesday, November 11
Thursday, November 26
Friday, November 27
Monday - Friday, December 21-25
Monday - Friday, December 28-January 1
Monday, January 18
Monday, February 15
March Curriculum Day - -
Non-contract, Non-student day
Monday - Friday, April 4-8
Monday, May 30

SECTION 4 - For the 1988-89 school year employees shall begin work on September 6, 1988, and conclude work on June 16, 1989, exluding the following holidays:

Friday, October 14 - -
Non-contract, Non-student Curriculum Day
Friday, November 11
Thursday, November 24
Friday, November 25
Monday - Friday, December 19-23
Monday - Friday, December 26-30
Monday, January 16
Monday, February 20
March Curriculum Day - -
Non-contract, Non-student day
Monday - Friday, April 3-7
Monday, May 29

SECTION 5 The Association agrees that the District may alter the work year to meet emergencies or unforeseen circumstances provided, however, that the total number of workdays shall not exceed one hundred eighty-one (181) days. The schedule for workdays to be made up shall be subject to discussion in Labor/Management meetings or negotiations if necessary.

ARTICLE XXXVIII - SUBSTITUTE TEACHERS

SECTION 1. The District agrees to notify substitutes at the earliest possible date and time when their services are to be used, assuming adequate notice is given by the absent employee. If adequate notice is provided, the substitute will be expected to adhere to the workday of the regular employee whom he/she is replacing.

SECTION 2. All substitutes shall be provided with the necessary keys upon checking in with the school principal or designee.

SECTION 3 - HIRING FOR VACANCIES

A. Qualified substitutes, upon application, will be given consideration for full-time regular employment as specified in the Assignments and Transfers Procedure contained in the Agreement.

B. In the event a substitute is denied employment as a regular employee, the District will, upon request, provide written reasons for the denial.

C. In the event the layoff and recall provision of this Agreement has been implemented, this hiring provision will not be utilized until the recall procedure has been exhausted.

SECTION 4 - LONG-TERM SUBSTITUTES

A. As substitutes become long-term substitute employees, as defined by placement in the basic personnel contract or by serving more than twenty (20) consecutive full days, or the equivilant, in the same assignment, they will be granted proper

placement on the basic salary schedule according to educational credits and years of experience.

B. Placement on the basic salary schedule will be retroactive to the first day of continuous service.

C. Experiential credit will be granted on the salary schedule for substitute service which meets the minimum number of days required to obtain credit for experience on the salary schedule.

D. Long-term substitutes will receive one (1) sick leave day per month of continuous service. Sick leave earned may be used during the time it is earned and will not accumulate from year to year.

SECTION 5 - REQUESTS FOR SUBSTITUTES

A. Substitute lists will be made available, upon request, in each building to the regular employees of that building.

B. Employee requests through the building principal or designee for a specific substitute(s) will be honored provided the substitute is qualified, has not had prior performance concerns in the building, and is approved by the principal/designee, and if ample notice is given and the substitute(s) is available.

SECTION 6 - ADVERSE ACTION

Prior to the District taking action to reduce or eliminate a substitute for refusing to substitute, the District will contact the substitute with a warning.

ARTICLE XXXIX - CERTIFICATED STAFF EVALUATION
(Teachers and Other Nonadministrative Personnel)

SECTION 1. The primary purpose of the evaluation procedure is to improve instruction.

SECTION 2 - GENERAL PROVISIONS

A. Bargaining unit employees, except substitutes, under this Agreement will be evaluated each year in accordance with the procedures and criteria set forth in this article.

B. Evaluation refers to the completion of the Performance Evaluation report for Certificated Employees attached to this agreement as Addenda A-E.

C. Observation refers to the data gathering process necessary to complete an evaluation report.

D. Evaluator refers to the administrator assigned to evaluate an employee.

E. Contributing evaluators refers to personnel assigned to assist the evaluator in evaluating employees. Up to two contributing evaluators may be assigned to assist with an employee's evaluation.

F. Evaluators shall, in all observations/evaluations, take into account the individual differences of students assigned to the employee.

G. The parties recognize that teaching strategies and techniques vary; therefore, evaluators will not base their evaluation solely on one technique or strategy.

H. Evaluators will take into consideration the availability of supplies, materials, custodial, and/or maintenance services, etc.

I. Employees involuntarily reassigned to a majority assignment in which they have not previously taught or in which they do not possess an undergraduate minor or its equivalent issued within the last five (5) years will not be nonrenewed for performance deficiencies primarily related to subject matter, professional preparation, and scholarship during the first year of their involuntary assignment.

J. The parties agree to adopt the philosophy that there will be no surprises on the performance evaluation report. Evaluators will accurately inform employees of their progress during the evaluation process.

SECTION 3 - EVALUATION

A. Responsibility for evaluation:

1. Within the school, the principal or administrative/supervisory designee shall be responsible for the evaluation of employees assigned to that school.

2. Employees may have up to two contributing evaluators.

3. Employees not regularly assigned to any school will have an evaluator assigned from within the District administrative organizational responsibility chart.

4. The employee will be told by October 15, or 30 days after employment, who his/her evaluator and contributing evaluator(s), if any, will be. In the event there is a need for a change of evaluators, the employee shall be notified in a timely manner.

B. Assistance in evaluation:

1. Central and regional support staff may, at the direction of their principal, assist in the observation and evaluation of travelling and nonclassroom certificated employees.

2. Senior high department heads may, at the direction of the principal, assist in the observation and evaluation of classroom employees in their departments.

3. In the event there are negative comments on any observation or evaluation report, the employee has the right to request assistance and observation by a person of his/her own choosing. Such assistance, if approved, shall be solely for the purpose of aiding the employee with developing a specific instructional or classroom management approach. An individual providing such assistance shall not participate in any fashion in the formal evaluative process unless the District and the employee agree in writing to such involvement.

4. An evaluator may request District-designated improvement of instruction personnel to assist in observations and evaluations.

C. Evaluation criteria: All employees shall be evaluated in accordance with the appropriate criteria set forth in the evaluation forms attached to this Agreement as Addenda A, B, C, D, and E, which addenda are hereby made a part of this Agreement.

D. Required evaluations: The District will adopt the standard of one evaluation report per regular employee per year to be completed by June 1, with additional evaluation reports as listed below:

1. All employees newly hired by the District shall be evaluated at the time of the transfer.

2. Employees transferred during the school year will be evaluated at the time of the transfer.

3. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date if adequate notice is given and the employee has worked at least 90 days.

4. If an employee demonstrates performance deficiencies, an additional evaluation report can be completed. This clause does not pertain to the probationary process.

5. Any employee may request more than one evaluation per year.

E. The following minimum observation criteria will be met before an evaluation report can be completed:

1. A minimum of one observation for a total of 30 continuous minutes shall be required for the evaluation of new employees under 3.D.1 herein.

2. Each regular employee shall be observed at least twice in the performance of his/her assigned duties.

3. Total observation time will be at least 60 minutes per year.

4. A minimum of one observation for 30 continuous minutes will be scheduled with the employee as an announced observation.

5. Other observations may be unannounced, but the District agrees that the number of unannounced observations will not be excessive and will follow the building norm except in unusual circumstances; i.e., if an employee either evidences performance deficiencies that may lead to probation or is on probation.

6. When an administrator observes an employee, he/she will inform the employee whether or not he/she is in the room for evaluation observation purposes as soon as appropriate after entering the room.

7. Written feedback for evaluation observation purposes will be given to the employee in a timely manner.

8. Either the employee or the observer can request a conference concerning the observation.

F. Evaluation procedures:

1. Upon completion of an evaluation by the evaluator, the employee shall be provided with a copy of the evaluation report.

2. The employee shall sign the School District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.

3. The employee shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being forwarded to the District Personnel Office; or they may be forwarded to the Personnel Office within seven (7) school days following the evaluation conference.

4. Following completion of each evaluation report required under paragraph 3.D herein, a meeting shall be held between the evaluator and the employee to discuss the report, unless when signing the evaluation report the employee indicates no desire for such a meeting.

5. In the event any final evaluation report indicates the employee has been rated "unsatisfactory" in one (1) or more of the evaluation criteria, the evaluator and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient area(s). In connection with the development of such plan, consideration should be given to utilizing the services of available resource persons (e.g., coordinator, department head, psychologist, fellow teacher) to observe the employee's performance and make recommendation for improvement. If the evaluator and employee are unable to agree upon a mutually acceptable plan, the evaluator will prepare and deliver a plan to the employee.

G. Probation:

1. In the event an evaluator determines on the basis of the evaluation criteria that the performance of an employee, other than a provisional employee, under his/her supervision is unsatisfactory, the evaluator shall report the same in writing to the Superintendent on or before January 20. The report shall include the following:

a. The evaluation report completed on or before January 15;

b. a recommended specific program designed to assist the employee in improving his/her performance; and

c. any written comments by the employee.

2. If the Superintendent concurs with the evaluator's judgment that the performance of the employee, other than a provisional employee, is unsatisfactory, the superintendent shall place the employee in a probationary status, beginning on or before February 1 and ending May 1. On or before February 1, the employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:

a. Specific areas of performance deficiencies;

b. a suggested specific program for improvement;

c. a statement indicating the duration of the probationary period and the purpose of the probationary period, which is to give the employee the opportunity to demonstrate improvement; and

d. a statement indicating area(s) of assistance to be provided by the supervisory staff.

H. Evaluation during the probationary period:

1. At or about the time of delivery of a probationary letter, the evaluator shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.

2. During the probationary period, the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress or lack of progress made by the employee. The provisions of this article referring to evaluation procedures will apply to the documentation of evaluation reports during the probationary period.

3. Beginning with the probationary period, an employee may have an Association representative present during the twice-monthly conferences concerning evaluation reports.

4. The probationary employee should be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation. In this event, a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation.

I. Unless the probationary employee has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) of the following recommendations for further action:

1. That the employee has demonstrated sufficient improvement to justify the removal of the probationary status; or

2. That the employee has demonstrated sufficient improvement to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or

3. That the employee has not demonstrated sufficient improvement and action should be taken to nonrenew the employment contract of the employee.

J. Following a review of the post-probation report, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event the Superintendent determines the employee has not demonstrated sufficient improvement, the Superintendent shall make a determination of probable cause for the nonrenewal of the employee's contract and

shall provide written notice thereof to the employee on or before May 15 pursuant to the requirements of RCW 28A. 67.070. In this event, the provisions of RCW 28A.58.455 shall apply.

SECTION 3 - IMPLEMENTATION OF THE LAW

Should any conflict arise between this article and the law, the law shall be controlling.

SECTION 4 - MECHANICAL AND/OR ELECTRONIC DEVICES

A. Mechanical and/or electronic devices maybe used for the improvement of instruction, but shall not be the primary basis for a negative evaluation. Employees shall receive prior notice of the use of electronic devices and employees shall have the right to refuse to participate in the use of electronic devices.

B. Intercom systems between work stations and the building office will be used solely for communication.

SECTION 5 - EVALUATION CRITERIA FOR CERTIFICATED REGIONAL SUPPORT STAFF

The following criteria, when applicable, shall be used in evaluating certificated regional support staff (Addendum C):

CRITERIA: WORK STATION MANAGEMENT

Plan, organize, control, and accomplish delegated tasks on schedule; follow established rules, regulations, procedures, and policies of the School District and the laws of the state; develop time schedules and flow charts, as needed; recommend resources for new programs and program maintenance; know and follow appropriate communication channels; serve as liaison between School District No. 81 and other agencies, institutions, and organizations such as ESD No. 101, Office of the State Superintendent of Public Instruction, United States Office of Education, etc., as deemed desirable for good school district relations.

CRITERIA: KNOWLEDGE OF, EXPERIENCE IN, AND TRAINING IN RECOGNIZING GOOD PROFESSIONAL PERFORMANCE, CAPABILITIES, AND DEVELOPMENT

Demonstrate the ability to isolate individual components of professional capabilities such as coordination skills, human relations skills, and evaluation skills; the ability to take advantage of opportunities when they occur, the ability to establish a climate conducive to developing programs and/or carrying them through to completion; the ability to recognize scope and sequence appropriate to given disciplines, grade levels, and ages of learners; the ability to use appropriate resources and direct group dynamic processes such as establishing rapport, assessing strengths of others, following required processes, and using

appropriate techniques in planning and/or implementing professional growth programs.

CRITERIA: SCHOOL FINANCE

Practice sound economics; provide reasonable estimates of expenditures; project accurate cost analyses for resources needed for program development, implementation, and maintenance; relate budget to decision-making and program; audit orders in relationship to program and building needs; provide ordering information for those ordering materials, and work satisfactorily with others through the ordering process.

CRITERIA: PROFESSIONAL PREPARATION AND SCHOLARSHIP

Show awareness of current ideas in education through activity in professional organizations, attend educational conferences, participate in professional growth activities such as workshops, classes, and individual personal endeavor; be knowledgeable in and effectively use interpersonal communication skills and techniques and current research and development in education.

CRITERIA: EFFORTS TOWARD IMPROVEMENT WHEN NEEDED

Seek and accept help and suggestions for improvement; be able to listen openly to comments and contributions of others concerning mutual problems or improving processes or products; take steps to alleviate or resolve identified problems; exhibit a willingness to increase one's own knowledge and skills through continued effort, both individual and group.

CRITERIA: INTEREST IN PUPILS, EMPLOYEES, PATRONS, AND SUBJECTS TAUGHT IN SCHOOL

Apply human relations, curriculum development, public relations skills, and growth and development principles; assess needs; redirect conflict situations; contribute to good morale of staff members; know the program development and/or operational process; become knowledgeable about assigned responsibilities; assist in establishing goals and in selection of materials appropriate to grade, readiness, and maturity level of students; establish a proper environment for working committees; serve the public through representing the District in a professional way.

CRITERIA: LEADERSHIP

Inspire quality efforts and results from those with whom one works, communicate effectively, solve problems, and make decisions; clarify issues; manage conflict; encourage expression of ideas, concerns, and creative talent from others; show a studied understanding of the problem, task, or work assigned; take actions which alleviate future complications; delegate responsibility and authority; give recognition when due; organize

resources, direct efforts, and provide structure for task work and completion.

CRITERIA: ABILITY AND PERFORMANCE OF EVALUATION OF SCHOOL PERSONNEL

Provide an objective evaluation of the performance of others involved in the educational endeavor which includes specific examples for points to be considered for improvement; have knowledge of evaluation processes; evaluate performance of noncertificiated personnel, as required; train others in methods and techniques related to evaluation of District personnel and make recommendations as to continued employment.

CRITERIA: DEVELOPMENT OF REPORTS AND PROPOSALS AS REQUIRED IN ASSIGNED TASKS

Write, critique, edit, and determine layout and format of reports; coordinate final production; make oral reports to various groups as required; communicate findings of studies to District staff as needed.

SECTION 6 - EVALUATION CRITERIA FOR CERTIFICATED BUILDING LEVEL SUPPORT STAFF

The following criteria, when applicable, shall be used in evaluating certificated building level support staff (Addendum D and, in addition, Addendum A for department heads):

CRITERIA: WORK STATION MANAGEMENT

Plan, organize, control, and accomplish delegated tasks on schedule, follow established rules, regulations, procedures, and policies of the School District and the laws of the state; develop time schedules and flow charts, as needed; recommend resources for new programs and program maintenance; know and follow appropriate communication channels; serve as liaison between School District No. 81 and other agencies, institutions, and organizations such as ESD No. 101, Office of the State Superintendent of Public Instruction, United States Office of Education, etc., as deemed desirable for good School District relations.

CRITERIA: KNOWLEDGE OF, EXPERIENCE IN, AND TRAINING IN RECOGNIZING GOOD PROFESSIONAL PERFORMANCE, CAPABILITIES, AND DEVELOPMENT

Demonstrate the ability to isolate individual components of professional capabilities such as coordination skills, human relations skills, and evaluation skills; the ability to take advantage of opportunities when they occur; the ability to establish a climate conducive to developing programs and/or carrying them through to completion; the ability to recognize scope and sequence appropriate to given disciplines, grade levels, and ages

of learners; the ability to use appropriate resources and direct group dynamic processes such as establishing rapport, assessing strengths of others, following required processes, and using appropriate techniques in planning and/or implementing professional growth programs.

CRITERIA: SCHOOL FINANCE

Practice sound economics; provide reasonable estimates for expenditures; project accurate cost analyses for resources needed for program development, implementation, and maintenance; relate budget to decision making and program; audit orders in relationship to program and building needs; provide ordering information for those ordering materials, and work satisfactorily with others through the ordering process.

CRITERIA: PROFESSIONAL PREPARATION AND SCHOLARSHIP

Show awareness of current ideas in education through activity in professioanl organizations, attend educational conferences, participate in professional growth activities such as workshops, classes and individual personal endeavor; be knowledgeable in and effectively use interpersonal communication skills and techniques and current research and development in education.

CRITERIA: EFFORTS TOWARD IMPROVEMENT WHEN NEEDED

Seek and accept help and suggestions for improvement; be able to listen openly to comments and contributions of others concerning mutual problems or improving processes or products; take steps to alleviate or resolve identified problems; exhibit a willingness to increase one's own knowledge and skills through continued effort, both individual and group.

CRITERIA: INTEREST IN PUPILS, EMPLOYEES, PATRONS, AND SUBJECTS TAUGHT IN SCHOOL

Apply human relations, curriculum development, public relations skills, and growth and development principles; assess needs; redirect conflict situations; contribute to good morale of staff members; know the program development and/or operational process; become knowledgeable about assigned responsibilities; assist in establishing goals and in selecton of materials appropriate to grade, readiness, and maturity level of students; establish a proper environment for working committees; serve the public through representing the District in a professional way.

CRITERIA: LEADERSHIP

Inspire quality efforts and results from those with whom one works, manage conflict; encourage expression of ideas, concerns, and creative talent from others; show a studied understanding of the problem, task, or work assigned; take actions which alleviate future complications; delegate responsibility and authority; give

recognition when due; organize resources, direct efforts, and provide structure for task work and completion.

CRITERIA: ABILITY AND PERFORMANCE OF EVALUATION OF SCHOOL PERSONNEL

Provide an objective evaluation of the performance of others involved in the educational endeavor which includes specific examples for points to be considered for improvement; have knowledge of evaluation processes; evaluate performance of noncertificated personnel, as required; train others in methods and techniques related to evaluation of District personnel and make recommendations as to continued employment.

CRITERIA: DEVELOPMENT OF REPORTS AND PROPOSALS AS REQUIRED IN ASSIGNED TASKS

Write, critique, edit, and determine layout and format of reports; coordinate final production; make oral reports to various groups as required; communicate findings of studies to District staff as needed.

ARTICLE XL - LAYOFF AND RECALL PROCEDURES

SECTION 1. The District acknowledges the value and necessity of maintaining continuity in its educational program and staff.

SECTION 2. The parties agree the layoff of represented certificated personnel shall result from a significant curtailment of revenue attributable to reduction in enrollment, reduction of funding of categorical and/or state-funded projects and programs, and/or failure of a special levy election, provided that the District shall resubmit any failed M & O levy a second time, but shall have discretion to adjust the amount thereof. Layoff does not refer to decisions to discharge or nonrenew for cause, nor does it refer to the nonrenewal of provisional employees for economic reasons. The term "layoff" as used herein refers to action by the District reducing the number of employees in the District.

SECTION 3. In the event of curtailment of revenue, the following programs will be given consideration for reduction or elimination by the Board of Directors before layoff of certificated employees:

A. District contracted services except those that are self-supporting.

B. Sabbatical leave and administrative intern programs.

C. Bus transportation to the legal limit.

D. Extended day and cost connected extracurricular activities.

E. Out-of-District travel, paid by the District.

F. Maintenance and capital purchases in areas except those relating to health and safety standards.

G. Nonemployee realted costs except those related to health and safety standards.

SECTION 4. The parties agree that the District retains the right to determine program.

SECTION 5. Upon identification of the District's program and services to be provided each year if staff reduction is required, the procedures set forth in this article shall be implemented. Employees with contracts will not be laid off during any school year. All layoffs will be effective at the start of the following school year. In the event of layoff, the District shall provide written notice to all affected employees on or before May 15 of the school year preceding the year in which the layoff would occur.

SECTION 6. In the event that it is necessary to reduce the number of employees, those employees who will be retained to implement the District's reduced or modified program and those employees who will be laid off from employment will be identified by using the procedures as set forth in this article hereafter.

SECTION 7. By January 1 of each school year, the District will provide each employee and the Association with an initial written statement reflecting the employee's status relative to the layoff and recall criteria. It shall be the responsibility of the employee to notify the District Personnel Office if the employee feels that he/she has not been considered for retention in the appropriate categories and/or assignments. A finalized layoff and recall list shall be provided the Association by March 1 of each year, and this list shall specify the retention and layoff conditions in each category, excluding those conditions relating to the affirmative action considerations identified elsewhere in this Agreement. The procedures to be followed in determining the staff to be retained are described herein:

A. Possession of a valid Washington State Certificate which is required for the assignment under consideration shall be a prerequisite for retention. All certificated employees shall be initially grouped into one (1) of three (3) categories: (1) K-6, (2) 7-12, and (3) Specialists. Within each category above, specific assignment areas will be identified and will be used to determine the personnel to be retained and to allow for the least disruption to the ongoing program.

B. CATEGORIES

1. Category No.1 - K-6 K-6 staff includes all represented certificated staff whose majority assignment is in K-6

schools. All K-6 staff with assignments other than K-6 classroom teaching shall have the opportunity to be considered for retention in the K-6 classroom teacher assignment as well as their current elementary majority assignment dependent upon certification. These assignment areas are: K-6 classroom teacher, special education teacher, Chapter 1 teacher and Chapter 1 counselor, elementary counselor, librarian, art-music-PE teacher, gifted teacher, APPLE teacher, Montessori, Indian education, and others.

2. Category No. 2 - 7-12 7-12 staff includes all represented certificated staff whose current majority assignment is with 7-12 grade students. 7-12 staff will be considered for retention on the basis of past or present teaching assignment and/or academic preparation based on the employee's credentials and shall select a maximum of four (4) assignment areas. These assignment areas include language arts, reading, social studies, mathematics, science, foreign language, physical education, home economics, industrial arts, business education, driver education, instrumental music, vocal music, art, special education, library, counselor, Stay-In-School, REAL, Bridge, Marian Heights, and industrial education, agricultural education, diversified occupations, gifted education, and others.

3. Category No. 3 - Specialists Specialists include all represented certificated personnel other than central/regional personnel whose assignments routinely involve working with students from both the K-6 and 7-12 levels. Specialists include psychologists, regional guidance center counselors, social workers, communication disorder specialists, hearing therapists, Bryant staff, instructional television, physical therapists, occupational therapists, nurses, bilingual teachers, education specialist, special education specialists, Shrine, Sacred Heart, and others. Specialists shall be considered for retentin in their area of current majority assignment. In addition, specialists may elect to be considered either for the K-6 classroom teaching assignment or for three (3) assignment areas from the 7-12 category for which they possess necessary certification, endorsement, and meet the experience or academic standards identified in Section C.

C. Each employee will, in accordance with the criteria set forth in paragraph E herein, be considered for retention in the assignment held at the time of the implementation of these procedures. For the purposes of this papagraph, an employee is currently performing in any assignment to which over fifty percent (50%) of such employee's time is devoted. If an employee is not performing over fifty percent (50%) of his/her time in any one (1) assignment, then the assignment in which he/she performs the greatest amount of time will be considered the one in which he/she is currently performing. If the employee is

performing an equal amount of time in two (2) or more assignments, the employee will select, prior to application of this Section, whichever assignment for which (from the two (2) or more assignments of equal service) he/she wants to be considered for retention. Duties under supplemental contracts shall not be considered as part of the performing time under this Section. In selecting assignment areas as provided for in this Section, the employee shall be considered for such additional assignments, as he/she may designate in writing to the Superintendent or designee, provided that in order to qualify for consideration in such assignments the employee must have had a minimum of one (1) full year of professional experience in such assignment for more than fifty percent (50%) of his/her assignment, or must have had academic preparation for this assignment as evidenced by his/her credentials. In addition, the employee must hold the required, valid certificate and/or endorsement for the assignment under consideration.

D. If, in the process of implementing the layoff and recall procedures, it is determined that the employee does not possess the required valid certification or endorsement for an assignment which the employee has selected, the employee will be considered only for the other assignments initially identified by the employee, in which case the employee will be notified. All designations for consideration in assignments other than the one presently held by the employee shall be submitted in writing within five (5) days after any request for such information is made by the Superintendent or designee; except in emergencies, individual situations will be considered. Employees will only be considered for an additional assignment if they do not qualify for retention in the assignment held at the time of the implementation of these procedures.

E. Employees shall be considered for retention in available assignments for which they qualify under paragraph C herein. In the event there are more qualified employees than available assignments in a given category, the following criteria shall be used to determine which employee(s) shall be recommended for retention.

1. The District will attempt to maintain as many full-time positions as practical.

2. Employees on an extended basic contract shall not be obligated to accept any assignment which adversely affects their extended contract. The District shall inform and explain to the employee so affected as to the ramifications of voluntarily accepting the new assignment. Choices among the employees shall be made by Steps A through E as outlined herein.

Step A - Employees in both full and part-time positions will be treated equally for the purposes of lay-off/retention/recall.

Step B - To identify the potentially retained and potentially laid off employees, the following lists shall be prepared:

(1) A list of each category showing current majority assignment. Employees on this list will be ranked as follows:

(a) Employees will be ranked initially according to placement on K-12 salary schedule (including salary increase due to master's or doctor's degree and approved military service). Part-time employees will be indicated on the list but will be ranked according to the full salary equivalent placement on the salary schedule.

(b) If ties exist, employees with prior Washington State teaching experience, which is of the nature eligible for recognition by the District for salary purposes, not reflected on the salary schedule (employees with 12 to 20 years' experience or above 20 years' experience) will be ranked above employees with whom they were previously tied.

(c) If ties remain, employees with more "total seniority" will be ranked ahead of those with less seniority. Seniority is the total "years" of certificated experience of the nature eligible for recognition by the District for salary purposes.

(d) If ties remain, the employee with the most "years" teaching experience within the State of Washington, which is of the nature eligibile for recognition by the District for salary purposes (without credit for master's or doctor's), will be ranked above the employee with less experience.

(2) A list in each category showing (a) current assignment and (b) alternative categories. The employees on each list will be ranked as follows:

(a) Employees will be ranked initially according to placement on K-12 salary schedule (including salary increase due to master's or doctor's degree). Part-time employees will be indicated on the list but will be ranked according to the full salary equivalent placement on the salary schedule.

(b) If ties exist, employees with prior Washington State teaching experience, which is of the nature eligible for recognition by the District for salary purposes, not reflected on the

salary schedule (employees with 12 to 20 years' experience or above 20 years' experience) will be ranked above employees with whom they were previously tied.

(c) If ties remain, employees with more "total seniority" will be ranked ahead of those with less seniority. Seniority is the total "years" of certificated experience of the nature eligible for recognition by the District for salary purposes.

(d) If ties remain, the employee with the most "years" teaching experience within the State of Washington, which is of the nature eligible for recognition by the District for salary purposes, will be ranked above the employee with less experience.

(e) In the event of further ties, total credits will apply.

(f) In the event of ties after applying (a) through (e), all employees so affected will participate in drawings by lot to determine exact ranking on each list. If ties exist at any time hereafter within the categories/assignments, the rankings herein will be used to determine the senior employees. The Association and all employees affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

Step C - Using the lists prepared in Step B.1, and the Board adopted staffing levels, the District shall determine the employees to be retained in each category/assignment. If ties exist, the list prepared pursuant to Step B.2 will be used to break the ties.

Step D - All employees not initially retained in Step C will be placed in a tentative RIF pool. Employees in the tentative RIF pool will be ranked according to criteria used in preparing the lists in Step B.1 Each employee, in order of ranking, will be checked for placement beginning with his/her first listed alternative. If he/she ranks higher than the last person listed in the list prepared in Step B.1 (using No. 2 to break ties), he/she will be placed on the list of employees tentatively retained for the category/assignment, and the last employee on the list will be placed in the tentative RIF pool. If ties exist at the top of the tentative RIF pool, all categories/assignments listed by the tied employees will be identified. Starting with category/assignment K-6 and progressing sequentially

through all categories/assignments, all tied employees who have listed such category/assignment will be considered for retention therin. This process will be continued until each employee in the RIF pool is lower in ranking (per criteria identified in Step B) than the lowest ranked individual on the tentatively retained employee list for which the individual has requested consideration (including the employee's current assignment).

SECTION 8. Recommendations for certificated staff reductions developed in accordance with these procedures shall be presented to the Board prior to May 15 (or such other date as may be subsequently established by law for certificated contract renewal) for further action by the Board in accordance with applicable law.

SECTION 9. All certificated personnel placed on layoff status in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible reemployment. Employment pool personnel will be given first opportunity to fill vacancies within the categories/assignments identified in paragraph B for which they are qualified. If more than one (1) such employee is qualified for an open position, the criteria set forth in paragraph C shall be applied to determine who shall be offered such position.

SECTION 10. A laid-off employee will be placed in the employment pool for an 18-month period beginning with the date service is completed. It will be the responsibility of the laid-off employee to notify the Personnel Office in writing via certified mail or personal delivery by December 1 of the year following the receipt of the layoff notice that he/she wishes to remain in the employment pool.

SECTION 11. When a vacancy occurs for which a person(s) in the employment pool qualifies, notification from the District to such individual will be by certified mail or by personal delivery. Such individual will have ten (10) calendar days from the receipt of the written offer to accept the position. If an employee rejects a position for which he/she is certificated to fill or does not respond, the employee shall be removed from the employment pool. It shall be the responsibility of each employee to notify the District of any changes of address. The employee's address as it appears on the District's records shall be conclusive when used in connection with layoffs, recall, or other notice to the employee.

SECTION 12. In the event that recall becomes possible, the District shall first recall from the employment pool all employees qualified as per paragraph B for the available positions before the District employs any additional personnel to fill assignments. Employees on layoff shall be

recalled in reverse order of layoff within the categories/assignments for which qualified.

SECTION 13. The District will utilize employment pool personnel as substitutes on a first priority basis.

SECTION 14. The District will give assistance to personnel in the employment pool who wish to maintain insurance programs by the employee's paying the premiums directly to the insurance carrier.

SECTION 15. This Article does not apply to substitutes.

EMERGENCY ACTION

In the event of legal or other challenges to the above procedures which prevent completion this provision prior to May 15, the District shall nevertheless, in order to meet the statutory requirements, notify those employees it deems necessary that they will be placed on layoff status and/or adversely affected in contract as defined by applicable law provided that such notice shall be so worded as to incorporate the terms "placement on layoff status" or "as dictated by applicable law," provided, however, that as soon as the provisions have been completed, the District will amend the layoff list as necessary and immediately recall such employees as may be appropriate utilizing procedures outlined previously in this article.

ARTICLE XLI - DISCIPLINARY ACTION FOR CAUSE

SECTION 1. No employee shall be disciplined without cause. The principles of progressive discipline shall be applied. Progressive discipline may include, as appropriate, verbal warning, written warning, and written reprimand. Disciplinary action taken against an employee shall be appropriate to the behavior which precipitated the disciplinary action.

SECTION 2. 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 thereto. An employee or group of employees shall have the right to be accompanied by a representative of the Association during any such meeting with the employee(s).

SECTION 3. 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.

* * * * * * DIVISION FIVE - COMPENSATION * * * * * *

ARTICLE XLII - METHOD OF PAYMENT

SECTION 1 - PAYMENT SCHEDULE

Except for short term substitutes, employees will be paid in twelve (12) monthly installments. Warrants will be issued to employees on the last working day of the Payroll Office each calendar month.

SECTION 2 - PAYMENT ERRORS

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. Errors will be considered for current contract year only.

SECTION 3 - EARLY PAYMENT

An employee who is leaving the District shall be paid compensation for which the employee is eligible without undue delay. The deferred payroll system makes it necessary for an employee to furnish the Personnel Office with a written resignation no later than May 15 in order to receive full payment in June.

SECTION 4 - PAYROLL WARRANT INFORMATION

Payroll warrants will provide a specific breakdown of all deductions made from the gross salary amount; the current accumulated sick, injury, and emergency leave, and the amount of sick, injury, and emergency leave used during the previous pay period.

ARTICLE XLIII - SALARY IMPROVEMENT

SECTION 1 - The District agrees to adjust the compensation to bargaining unit members to the amount allowed and within the limits of compliance as established by the SPI.

SECTION 2 - For school year 1986-87 the process will be applied as follows:

A. The salary schedule will be adjusted in the amount or percentage as allowed in the state appropriation act.

B. Educational and experience increments will be implemented effective September 1, 1986.

C. Individual salaries shall be adjusted to a minimum of $16,500 per year, improved by three percent (3%).

D. Upon completion of the District #81/SPI salary benefit reporting process, salaries will be appropriately adjusted to bring the District to the compliance level.

SECTION 3 - For school years 1987-88 and 1988-89 the process will be applied as follows:

A. The salary schedule will be adusted per the amount or percentage as allowed in the state appropriation act.

B. Educational and experience increments will be implemented to the extent of funding that results from group staff movement on LEAP document #1.

C. Upon completion of the District #81/SPI salary benefit reporting process, salaries will be appropriately adjusted to bring the District to the compliance level.

SECTION 4 - In the event that any provision of the compensation improvement combination as stated herein, in the opinion of the Office of the Superintendent of Public Instruction or other agency with governing jurisdiction, places the District in violation on any compliance regulation, the District may take steps as necessary to adjust the compensation improvement to the extent that compliance is achieved, and shall consult with and supply documentation to the Association.

SECTION 5 - Either party may reopen negotiations after the effective date of any such action, provided that fifteen (15) working days' notice of intent to reopen negotiations must be given in writing to the other party. The parties agree that the notice shall contain a reference to the action upon which the request to negotiate is based.

ARTICLE XLIV - SALARY SCHEDULE PROVISIONS

SECTION 1 - GENERAL PROVISIONS

A. Training Credits

1. Education credits allowable for salary determination must be obtained from accredited institutions by direct instruction, not by correspondence. School District curriculum work will be allowable for salary increases if approved by the District. Evaluation of such work shall be on the basis of similar work in college seminar courses.

2. Credits allowed to date for salary purposes will be maintained provided that credits were not initially allowed because of an error in calculation.

3. Credits for new employees will be reviewed by the Personnel Director for application to the salary schedule.

4. After September 6, 1972, additional credits allowable on the salary schedule must have the approval of the Personnel Director, subject to appeal through the grievance procedure.

5. After September 6, 1972, a Bachelor's Degree and an initial teaching certificate are required of each new employee for the first column of the salary schedule with an additional approved fifteen (15) quarter hours or equivalent beyond the Bachelor's Degree and initial teaching certificate for each training step increment.

6. At the time of employment, credits for placement on the salary schedule will be allowed when a specific college course of study required to obtain Washington State ESA or other Washington State Initial Certification specifies that additional credits must be earned beyond the issuance of a B.A./B.S. degree. (These credits must be reflective of the minimum number of credits required to obtain such certification.) In order to move on the salary schedule for 1983-84, it shall be the responsibility of current employees affected by this provision to present the District with adequate documentation prior to October 1, 1983, as to the minimum course requirements leading to certification.

B. Military experience is accepted up to a maximum of two (2) years in lieu of teaching experience. Credit cannot be given on the salary schedule for experience in military service if academic credit is granted for such military service.

C. Experience credit shall be credited in units of one (1) year, not in fractions thereof. To be eligible for the experience credit an individual must teach a semester or longer in the same assignment. Part-time employees must accumulate service equivalent to .5 FTE before advancing to the next experience step. Such personnel will accumulate partial experience according to the nearest one-tenth of a year for which an employee has worked or received paid leave. However, no more than 1.0 school year of experience may be counted for any 12-month period. The change in method of calculating experience (from 1.0 to .5) will be applicable only to experience earned after September 1, 1986.

D. Education credits reported by presentation of an official transcript to the Personnel Department will be accepted through September 30. No credits reported after September 30 will count toward the current year's salary. Exceptions will only be made when clear documentation shows that the reason for the lack of an official transcript being presented to the District by September 30 rests solely upon the registrars office of the university. Employees are encouraged to report these credits at the earliest possible date.

E. Nurses will receive one hundred percent (100%) of the basic salary schedule.

F. In instances where salary increases are to be effective as of September 1st, the salaries of those employees whose normal responsibilities begin prior to September 1st shall be adjusted as of the date when responsibilities begin.

SECTION 2 - BUILDING LEVEL SUPPORT STAFF SALARY SCHEDULE

The percentages listed below shall be applied to the basic salary schedule in the computation of salaries for each employee assigned to the respective position. An explanation of special provisions is set below: (Increments stated below are automatic on a year-to-year basis until a maximum ratio is achieved.)

Position	Min. Ratio	Max. Ratio	No. Steps	% Incre.	Days
Senior High Department Head	102	114*	3	2	186
Junior High Advisor	104	108	3	2	186
Senior High Guidance Coord.	106	110	3	2	186
Regional Support Level 1	102	108	3	2	186

*Includes percentage according to staff supervised as indicated in Section 3.A.

SECTION 3 - SPECIAL PROVISIONS

A. Determination of length of work year shall be made for each individual by the Superintendent of Schools at time of contract issuance.

B. Determination of intitial ratio differential shall be made by the Superintendent of Schools.

C. All ratios are determined for a standard work year of 181 days, the minimum work year for certificated personnel. Compensation for service contracted or specifically authorized beyond this standard year shall be determined as follows:

$$\text{Compensation} = \text{Basic Schedule} \times \frac{\text{Ratio} \times \text{Days Worked}}{181} + \text{Amount}$$

for Advanced Degree = Amount for Longevity if provided.

D. The Superintendent of Schools is authorized to adjust the work year in individual cases requiring additional service beyond regular contractual obligations with the consent of the employee unless these sservices cannot be provided by any other employee.

E. A person moving from one (1) position to another with a higher potential maximum ratio will be placed at the ratio step which provides a salary equal to or higher than the one (1) the individual would have received the following year had that person not moved to a different position, then will progress on the salary schedule from that point.

F. No person in the same position as in previous year will receive more than a two percent (2%) increment for the next year.

G. Those persons who were beyond the percentage of entitlement in the schedule in 1978-79 will be frozen at the 1978-79 percentage.

H. Those persons who in 1978-79 were at a percentage beyond that provided in the schedule will remain at the 1978-79 percentage.

SECTION 4 - DEPARTMENT HEADS COMPENSATION

A. The total number of teachers in the department shall be used to determine salary ratio as shown below:

Number in Department	Add
1-2	None
3-4	1%
5-6	2%
7-8	3%
9 or more	4%

Computation of salary for physical education department heads. Three (3) coaches supervised shall count as one (1) full-time teacher.

B. Additional salary shall be provided to Department Heads for years of experience as follows:

Years of Experience	Add
0	2%
1	4%
2+	6%

C. Additional salary shall be provided to Department Heads for evaluation responsibilities as follows:

# of Staff Evaluated	Add
1-2	2%
3-5	3%
6-8	4%
9+	2%

SECTION 5 - SUBSTITUTE TEACHER'S SALARY SCHEDULE

$62.00 per full day worked.

SECTION 6 - BASIC SALARY SCHEDULE

See Addendum

SECTION 7 - EXTRACURRICULAR SCHEDULE

ACTIVITY	BOYS/ GIRLS	INDEX	1983 Salary
FOOTBALL			
Varsity	B	.2072	3,303
Varsity Assistant	B	.1409	2,246
B Squad	B	.1061	1,691
B Squad Assistant	B	.1008	1,607
Freshman	B	.0849	1,353
Freshman Assistant	B	.0725	1,156
Elementary "A"	B/G	.0366	583
BASKETBALL			
H.S. Varsity	B	.2070	3,300
B Squad	B	.1507	2,402
Freshman	B	.0775	1,235
H.S. Varsity	G	.2070	3,300
B Squad	G	.1507	2,402
Freshman	G	.0775	1,235
8th Grade	G	.06558	1,045
8th Grade	B	.06558	1,045
7th Grade	G	.0508	810
7th Grade	B	.0508	810
Elementary "A"	B/G	.0403	642
Elementary "B"	B/G	.0403	642
BASEBALL/SOFTBALL			
H.S.Varsity	B	.1528	2,436
B Squad	B	.1209	1,927
Freshman	B	.0766	1,221
8th Grade	B	.06558	1,045
H.S. Varsity	G	.1528	2,436
B Squad	G	.1209	1,927
Freshman	G	.0776	1,221
8th Grade	G	.05815	927
Elementary "A"	B/G	.0224	357
Elementary "B"	B/G	.0224	357
TRACK			
Varsity (1 position)	B/G	.1846	2,943
Varsity (2 positions)	B/G	.1528	2,436
Varsity Assistant	B/G	.1209	1,927
Freshman	B	.0766	1,221
Freshman	G	.0766	1,221
8th Grade	G	.06558	1,045
8th Grade	B	.06558	1,045
7th Grade	B	.06558	1,045
7th Grade	G	.06558	1,045
Elementary "A"	B/G	.0149	238
Elementary "B"	B/G	.0149	238

CROSS-COUNTRY			
Varsity	B	.1528	2,436
Varsity	G	.1528	2,436
Freshman	B/G	.0449	716
7th/8th	B	.0508	810
7th/8th	G	.0508	810
Elementary Memo	B/G	.0222	354
SOCCER			
Varsity	B	.1528	2,436
Varsity	G	.1528	2,436
B Squad	B	.1209	1,927
B Squad	G	.1209	1,927
TENNIS			
Varsity	B	.1309	2,087
Varsity	G	.1309	2,087
GOLF			
Varsity	B/G	.1108	1,766
WRESTLING			
Varsity	B	.1655	2,638
Varsity Assistant	B	.1305	2,080
Freshman	B	.0733	1,168
8th Grade	B	.06558	1,045
7th Grade	B	.0508	810
VOLLEYBALL			
H.S. Varsity	G	.1528	2,436
B Squad	G	.0966	1,540
Freshman	G	.0599	955
8th Grade	G	.06558	1,045
7th Grade	G	.0508	810
Elementary	B/G	.0209	333
GYMNASTICS			
H.S. Varsity	G	.1655	2,638
H.S. Varsity	G	.1104	1,760
INTRAMURALS (paid $11.77 by the hour)			
H.S. Boys/Girls		.2591	4,130
J.H.S. Boys/Girls		.5192	8,276
J.H.S. (Sac) Boys/Girls		.6020	9,596
Elementary		.0792	1,262
RELATED ACTIVITIES			
J.H.S. Activities Coordinator		.12464	1,987
J.H.S. Pep Club/Cheerleader Advisor		.0372	593
H.S. Marching Unit Director		.0786	1,253
H.S. Marching Unit Assistant		.0404	644
H.S. Cheerleader Advisor		.1673	2,667
H.S. Equipment Manager		.0629	1,003

OTHER ACTIVITIES		
J.H.S. Music Instrument/Vocal/Orchestra	.12464	1,987
J.H.S. Student Government	.05066	808
J.H.S. Bus Pupil Supervision (Shaw, Libby, Sacajawea, Glover)	.04536	723
J.H.S. Cafeteria Supervisor	.13944	2,223
H.S. Music Instrumental	.1673	2,667
H.S. Music Vocal	.1452	2,314
H.S. Debate	.0950	1,514
H.S. Student Government	.0950	1,514
H.S. Publications	.0905	1,443
H.S. Dramatics	.0853	1,360
H.S. Senior Activities	.0546	870
H.S. Photography	.0307	489
H.S. Stage Instruction	.0262	418
H.S. Audiovisual	.0389	620
H.S. Cafeteria Supervisor	.1330	2,120
H.S. Vocational/College Coordinator	.0516	823
H.S. Exigency	.0651	1,038
Joseph Jantsch H.S.	.2100	3,347
Elementary Music Specialists	$31. per performance	
Elementary School Patrol Supervisors	Paid at hourly rate for for certificated employees	
Camp Spalding		50
Academic Competition Coordinator/Coaching building	500 per	

NOTE: Extracurricular salaries are calculated by the following formula: Basic Salary Schedule (Initial Column, 0 Step) X Index = Extracurricular Salary.

Using the formula above, the Extracurricular Schedule will be increased by the same percentage as the Basic Salary Schedule is increased.

ARTICLE XLVII - HOURLY RATES FOR CERTIFICATED EMPLOYEES

Certificated hourly employees who teach Summer Traffic Safety, Summer Camps, or Summer School shall be paid at the rate of $16.50 per hour.

District employees who are paid at an hourly rate other than those rates listed above, perform such voluntary functions totally outside the scope of this Agreement and shall be paid at a rate agreed upon by the individual.

ARTICLE XLVIII - FRINGE BENEFITS

SECTION 1. The District agrees to implement for eligible employees a benefit program in accordance with the provisions herein.

SECTION 2. Eligible Personnel are those employees permanently assigned four (4) or more hours per day.

SECTION 3. District-Sponsored benefits include:

Group I - Mandatory benefits.

Group term life insurance at a group single rate.
Dental insurance at a composite rate.
Vision insurance at a composite rate.
Long term disability insurance at a composite rate.

Group II - Optional benfits that can be purchased with the district contribution.

Medical insurance at a tiered rate, choice of:

Blue Cross Plan II
Medical Service Traditional
Group Health Plan

Group III - Optional benefits at employees expense via payroll deduction.

Salary insurance
Additional life insurance
Accidental life and dismemberment (AD&D)
Dependent life insurance

The open enrollment for all benefit programs shall be September 1 until October 10. Employees may not change benefit programs between October 11 and August 31 except for additions or deletions of dependents and enrollment of newly hired employees.

SECTION 4. The District fringe benefits shall be $179/FTE/month for eligible personnel.

SECTION 5. The SEA and the District agree to pool the fringe benefits for all bargaining unit employees via the method described below:

T.P. = Total Pool is the number of FTE in bargaining unit x $179/month x 12 months

A.U. = Amount Utilized is the actual amount used by employees for eligible benefits with the District contribution level at $179 /month/FTE.

A.A. = Amount Available is the total pool minus the amount utilized. (A.A. = T.P. - A.U.)

B.C. = Benefit Cost is the total cost for employee benefits.

B.B. = Benefit Balance is the cost for employees benefit minus the amount utilized. (B.B. = B.C. - A.U.)

P.F. = Proration Factor is the amount available divided by the benefit balance which is equal to or less than 1. (P.F. = A.A./B.B.)

A.C. = Additional Contribution is the proration factor applied to the individual's benefit balance. (A.C. = P.F. x B.B.)

The additional contribution (A.C.) shall be implemented effective with the November pay period. The A.C. will remain in effect for 12 months. An adjustment will be applied each November to the benefit level to adjust the A.C. to the funds available in the pool.

SECTION 6. Any employee benefit costs in excess of the pooled District contribution shall be paid by the employee via payroll deduction. The employee may at his/her option shelter such cost under the IRS Code Section 125. The employee must certify participation in the IRS plan on the proper District form during the open period September 1 to October 10.

SECTION 7. Should the average District contribution level exceed that amount authorized as the compliance level as determined by the SPI, the excess amount will be deducted from the allowable salary funds for the bargaining unit.

SECTION 8. In the event any provisions of the above benefit program violate any law or regulatio of the Internal Revenue Service, the Social Security Department, the Department of Retirment, the Office of the State Examiner's Office, the District and the Association will meet and determine a mutally approved alternative program to eliminate the violation. The parties agree that any personal tax liabilities which occur from participation in the benefit programs provided herein shall remain solely with the subscribing individual(s).

ARTICLE XLIX - EMPLOYEE ATTENDANCE INCENTIVE PROGRAM

SECTION 1. This provision shall be consistent with RCW 28A.58 and shall be adminstered in accordance with state statute.

A. Twelve days may be accumulated per year to a maximum of 180 days.

B. 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.

C. 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.

D. At the time of separation from the Spokane School 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).

SECTION 2. It is agreed that the provisions enumerated above shall be in effect upon the effective date of this law, and shall continue in force until August 31, 1989, unless RCW 28A.58 is changed, or the law is found to be illegal or unconstitutional.

SECTION 3. Article XLIX shall not apply to substitute employees.

ARTICLE L - MILEAGE ALLOWANCE/USE OF PERSONAL VEHICLES

SECTION 1. Employees may utilize their personal vehicles in performance of official District business under their individual and/or supplemental contract only upon specific written authorization by the District. This authorization shall be requested and obtained in advance of the anticipated usage. Forms will be available from the appropriate site managers. No employee will be required to use his/her personal vehicle in the performance of official District duties without reimbursement if they are required to attend meetings at their buildings during the part of the day when they are not on duty.

SECTION 2. Employees shall present documentation as to actual usage of personal vehicles in a form and manner approved by the District and shall receive a cost-per-mile reimbursement.

SECTION 3. Where employees are involved under supplemental contracts they shall, whenever practical, use bus or other authorized school vehicles for transporting students. Mileage allowance will be authorized only for event requiring transportation of students and in situations wherein shcool vehicle transportatin is impractical.

SECTION 4. Mileage allowance shall not be authorized for a specific purpose as provided under Absences provision in the currnet bargaining agreement.

SECTION 5. The reimbursement rate shall be the current I.R.S. guidelines applied nonretroactively.

* * * * * * DIVISION SIX - INTERCESSION * * * * * *

ARTICLE LI - GRIEVANCE PROCEDURE

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.

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. 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.

B. To the extent that time limits are expressed in days, days shall consist of school days except that after the end of the regular school year they shall consist of all business days so that the grievance may be adjusted as soon as possible.

C. 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.

D. 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.

SECTION 3 - NO REPRISAL

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 in one (1) hearing.

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 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 nonaction of an administrator above the building principal or immediate supervisor, Step One of the procedure shall begin with the responsible administrator.

SECTION 5 - SELECTION OF THE STANDING ARBITER

A. The parties to this Agreement agree to select a Standing Arbiter to hear all grievances which have not been resolved by the grievance procedure. The Standing Arbiter shall be selected by mutual agreement. If a unanimous selection is not possible, the two sides will jointly request a list of five (5) names from the Public Employment Relations Commission. A coin toss shall determine the order of selection. Each party will alternately cross off one (1) name until only one (1) name remains. This person shall then be designated as the Standing Argiter to arbitrate unresolved grievances. This selection process shall be completed within thirty (30) days of the execution of this Agreement.

B. It is mutually agreed that once selected, a Standing Arbiter will serve until formally replaced. If either party wishes to change the arbiter, a written Notice of Change shall be submitted to the other party. Another arbiter shall then be selected as in the above procedure for all grievances filed after the Notice of Change has been submitted to the other party.

C. Grievances submitted by the Association will be subject to the arbitration process herein provided.

SECTION 6 - GRIEVANCE PROCESSING STEPS

A. Step One:

1. Informal discussion--An employee with an individual or group grievance shall discuss it first with his/her building principal or immediate supervisor. This informal discussion will not be bypassed unless it is an Association or class action grievance. Only these two (2) individuals shall attend such an informal meeting or discussion, unless mutually agreed otherwise. If mutual agreement cannot be reached, the employee may bypass the informal meeting and mandatory time limits begin. Every effort shall be made to resolve the grievance at this level in an informal manner. An employee requesting such a meeting shall identify the subject as a grievance matter, and mandatory time limits hereinafter provided shall officially begin immediately after the employee discusses the grievance with his/her supervisor.

2. Formal submission--In the event the grievant is not satisfied with the disposition of the grievance through informal discussion, he/she shall reduce the grievance to writing indicating the Article, Section, and the specific term(s) violated or misinterpreted, the relief sought, and within five (5) days from the date of the informal discussion with the supervisor, present the signed grievance to his/her building principal or immediate central staff supervisor, who in turn shall within five (5) days provide the grievant with a written disposition of the grievance.

B 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 of Schools. The Superintendent or designee shall meet with the grievant and shall provide the grievant with a written disposition of the grievance within five (5) days of such meeting.

C. Step Three Conciliation. Grievances which are unresolved at Step Two may, by mutual agreement, be discussed at a meeting between the parties to the dispute during a Labor/Management meeting as provided in Article VII of this agreement 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.

D. 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 its termination in the grievance procedure. The Association will notify the other party in writing that the matter is to be submitted. The arbiter shall hear the case submitted within ten (10) days after its initial presentation. The arbiter shall follow the expedited rules of the American Arbitration Association and shall have no authority to extend, alter, or modify this agreement or its terms. the arbiter shall limit his/her findings and decision solely to specific terms of this Agreement and application of such terms herein set forth. the arbiter shall have no power to extend the Agreement in the areas of wages, fringe benefits, or other items of cost. The arbiter shall be without power to award punitive damages. The arbiter 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 ten(10) days after the final hearing is concluded. The arbiter's decision shall bind both of the parties. Both parties retain their usual right to seek legal relief regarding any arbiter's decision.

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 arbiter.

SECTION 8 - LIMITATIONS ON GRIEVANCES

A. The grievance procedure shall not apply to assignment to administrative or supervisory positions or transfer of administrative or supervisory employees to subordinate positions.

B. Nonrenewal of provisional employees and matters relating to evaluation and placement of employees on probation shall be grievable only through Step Three of the grievance procedure. Such grievances shall pertain solely to alleged procedural discrepancies. Following Step Three of the grievance procedure, nonrenewal of provisional employees, matters relating to evaluation, placement of employees on probation, and nonrenewal or discharge matters shall be governed and controlled by the rights, procedures, and remedies afforded in RCW 28A.58.455.

C. Grievances relating to employee workload shall be grievable only through Step Three of the grievance procedure contained herein.

D. The parties agree not to use the concept of a continuing grievance.

ARTICLE LII - EMBODIMENT

The agreement expressed herein constitutes the entire agreement between the parties except as this Agreement may be amended through the Supplemental Agreement provision contained in this Agreement, and no oral statement shall add to or supersede any of its provisions.

ARTICLE LIII - SUPPLEMENTAL AGREEMENT

A. This Agreement may be amended through Supplemental Agreements. The parties agree that the Supplemental Agreement clause shall be used for the purpose of maintenance of contract matters as stipulated by the Preamble/Purpose of this Agreement.

B. Salaries, fringe benefits, and other significant cost items, shall not be negotiated under this provision. Supplemental Agreements may be completed through negotiations between the two parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate and such negotiation will commence within fifteen (15) working days of the request.

C. Supplemental Agreements shall immediately upon ratification become a part of the larger Agreement and subject to all of its provisions.

ARTICLE LIV - SEVERABILITY

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 PERC shall be considered tribunals of competent jurisdiction in such matters. Should the state auditor and/or attorney general issue an opinion that a contract provision or practice does not comply with law, the parties agree that either side has the right to seek legal determination of such opinion and if declared invalid, the invalid portion will be stricken from the Agreement upon receipt of such decision.

ARTICLE LV - DURATION

This Agreement shall remain in full force and effect from date of ratification through August 31, 1989.

The parties are willing to negotiate salary and benefits if and when the state changes the rules, regulations or laws regarding compensation.

During the third year of this agreement (1988-89) each party has the option of selecting two specific items to bargain. These items shall be precise and specific in scope and shall not cover broad areas. For example Leaves is a broad area; President's leave is specific. The selection of items is not restricted to the items within the Collective Bargaining Agreement.

President, SEA

Executive Director, SEA

9-2-86
Date

President, Board of Directors

Secretary, Board of Directors

September 10, 1986
Date

Manager, Employee Relations

September 10, 1986
Date

ADDENDUM A

SPOKANE PUBLIC SCHOOLS
Spokane, Washington

PERFORMANCE EVALUATION REPORT FOR TEACHERS

NAME (Last) (First) (Middle) Date

Type of Evaluation
____ Annua
____ 90-Da
____ Other

SCHOOL or LOCATION ASSIGNMENT

Professional Preparation and Scholarship	____	Handling of Student Discipline and Attendant Problems	____
Knowledge of Subject Matter	____	Interest in Teaching Pupils	____
Instructional Skill	____	Effort Toward Improvement When Needed	____
Classroom Management	____	Professional Characteristics	____

OVERALL PROFESSIONAL APPRAISAL:
____ Satisfactory
____ Requires Improvement
____ Unsatisfactory

Supervisor Comments

Supervisor(s) Signature(s) _____ _____

Title(s) _____ _____

Signature(s) of other people, if any, participating in the evaluation process _____

Date _____ _____

Teacher Comments

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

____ I do not desire a meeting to discuss this evaluation.

Date _____ Teacher Signature _____

:Y: S - Satisfactory
R - Requires Improvement
U - Unsatisfactory
N - Not Observed or Not Applicable

The "R" and "U" ratings require specific comments and documentation

INSTRUCTIONAL SKILLS

_____ A. Utilizes teaching techniques which are consistent with the selected objectives. Such techniques
(1) make provisions for differences in ability among students;
(2) provide for the previous knowledge, abilities, and interests of the class;
(3) make effective use of instructional equipment, materials, and resource personnel;
(4) provide a variety of activities in keeping with the maturity and attention span of the students;
(5) implement lesson plans but permit flexibility.

_____ B. Gives explanations, assignments, and directions clearly.

_____ C. Makes appropriate assignments.

_____ D. Strives to motivate students by making lessons interesting and challenging.

_____ E. Strives to help students to develop acceptable work habits and study skills.

_____ F. Evaluates lessons and units of study by assessing student achievement of objectives.

_____ G. Establishes immediate and long-range objectives.

_____ H. Prepares plans to meet objectives.

_____ I. Plans for continuing evaluation in lessons and units, and utilizes the results in planning subsequent lessons.

_____ J. Exhibits proper command and use of language skills.

Comments:

PROFESSIONAL PREPARATION AND SCHOLARSHIP

_____ A. Possesses academic background appropriate to the subject area or grade level and is current in that subject area or grade level.

Comments:

KNOWLEDGE OF SUBJECT MATTER

_____ A. Demonstrates competence in subject matter or grade level.

Comments:

CLASSROOM MANAGEMENT

_____ A. Selects and prepares equipment and materials in advance of lesson.
_____ B. Maintains orderly, attractive, and stimulating classroom environment a
atmosphere, within the limits of the facilities and materials available.
_____ C. Provides plans for a substitute teacher.
_____ D. Considers abilities, interests, and present performance levels of stude
in planning.
_____ E. Is consistently prompt and accurate with reports.
_____ F. Communicates effectively with parents.
_____ G. Exhibits self-control, mature behavior, and judgment.
_____ H. Maintains an appearance that does not detract from the educational proce

Comments:

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

_____ A. Establishes and maintains order and discipline in the classroom including:
(1) quiet when appropriate;
(2) attention to the teacher when instruction is being given;
(3) students conforming to established rules.
_____ B. Shows consistence and fairness in dealing with student behavior.
_____ C. Disciplines students in a firm but controlled manner.
_____ D. Encourages students to develop courtesy, self-control, respect, and re-
sponsibility.
_____ E. Enlists the assistance of counselors, vice principal, principal, and oth
supportive personnel when appropriate.
_____ F. Assists in maintaining control and enforcing rules throughout the school.

Comments:

PROFESSIONAL CHARACTERISTICS

_____ A. Exhibits flexibility.
_____ B. Is willing to make decisions and accept responsibility.
_____ C. Demonstrates understanding of established priorities.
_____ D. Indicates a willingness to accept school responsibilities.

Comments:

INTEREST IN TEACHING PUPILS

_____ A. Strives to develop rapport with the student as an individual.
_____ B. Deals with personal information and communication in an ethical manner.
_____ C. Evaluates individual student progress regularly and maintains records for report card and/or parent conferences.
_____ D. Provides guidance and assistance for students.

Comments:

EFFORT TOWARD IMPROVEMENT WHEN NEEDED

_____ A. Is responsive to supervision and constructive criticism.
_____ B. Endeavors to implement improvement suggestions.
_____ C. Has plan for evaluation of own work and initiates efforts to improve.

Comments:

ADDENDUM B

SPOKANE PUBLIC SCHOOLS
Spokane, Washington

PERFORMANCE EVALUATION REPORT FOR CERTIFICATED SUPPORT EMPLOYEES

NAME (Last) (First) (Middle) Date

Type of Evaluation
____ Annual
____ 90-Day
____ Other

SCHOOL or LOCATION ASSIGNMENT

Professional Preparation and Scholarship	____	Work Station Management	____
Knowledge of Subject Matter	____	Handling of Student Discipline and Attendant Problems	____
Specialty and Professional Skills	____	Effort Toward Improvement When Needed	____
Interest in Student Progress	____	Professional Characteristics	____

OVERALL PROFESSIONAL APPRAISAL:

____ Satisfactory
____ Requires Improvement
____ Unsatisfactory

Supervisor Comments

Supervisor(s) Signature(s) _____ _____

Title(s) _____ _____

Signature(s) of other people, if any, participating in the evaluation process _____

Date _____ _____

Employee Comments

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

____ I do not desire a meeting to discuss this evaluation.

Date _____ Employee Signature _____

...Y: S - Satisfactory
R - Requires Improvement
U - Unsatisfactory
N - Not Observed or Not Applicable

The "R" and "U" ratings require specific comments and documentation

PROFESSIONAL PREPARATION AND SCHOLARSHIP

____ A. Possesses academic background appropriate to the specialty area and is current in that subject area or grade level.

Comments:

KNOWLEDGE OF SPECIALTY AREA

____ A. Demonstrates competence in specialty area.

Comments:

SPECIALTY AND PROFESSIONAL SKILLS

____ A. Effectively uses diagnostic and remedial procedures appropriate to field of specialty in working with students, school staff, parents, and related agencies.
____ B. Is proficient in communication skills, both oral and written.
____ C. Fulfills responsibilities regularly, promptly, and completely.
____ D. Limits activities to areas of professional specialty and assignment.
____ E. Makes appropriate referrals.
____ F. Is proficient in the selection, organization, and utilizations of instructional materials and equipment.
____ G. Demonstrates specialty area competency.
____ H. Establishes immediate and long-range objectives.
____ I. Prepares plans to meet objectives.
____ J. Communicates effectively with parents.
____ K. Exhibits proper command and use of language skills.

Comments:

INTEREST IN STUDENT PROGRESS

_____ A. Strives to develop rapport with the student as an individual.
_____ B. Deals with confidential information and communication in an ethical manne
_____ C. Evaluates individual student progress and maintains records as appropria to field of specialty.
_____ D. Encourages students to accept responsibility for performance and goals.

Comments:

WORK STATION MANAGEMENT

_____ A. Selects and prepares equipment and materials in advance of use tim
_____ B. Maintains orderly, attractive, and stimulating station environment and a mosphere.
_____ C. Provides adequate plans for a substitute.
_____ D. Considers abilities, interests, and present performance levels of students in planning.
_____ E. Is consistently prompt and accurate with reports.
_____ F. Maintains an appearance that does not detract from the educational proce:
_____ G. Exhibits self-control, mature behavior, and judgment.

Comments:

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

_____ A. Establishes and maintains order and discipline in the work station includi :
(1) quiet when appropriate;
(2) attention to the employee when instruction is being given;
(3) students conforming to established rules.
_____ B. Shows consistency and fairness in dealing with student behavior.
_____ C. Disciplines students in a firm but controlled manner.
_____ D. Encourages students to develop courtesy, self-control, respect, and r sponsibility.
_____ E. Enlists the assistance of teachers, vice principal, principal, and other supportive personnel when appropriate
_____ F. Assists in maintaining control and enforcing rules throughout the scho

Comments:

EFFORT TOWARD IMPROVEMENT WHEN NEEDED

_____ A. Is responsive to supervision and constructive criticism.
_____ B. Endeavors to implement improvement suggestions.
_____ C. Has plan for evaluation of own work and initiates efforts to improve.

Comments:

PROFESSIONAL CHARACTERISTICS

_____ A. Exhibits flexibility.
_____ B. Is willing to make decisions and accept responsibilities.
_____ C. Demonstrates understanding of established priorities.
_____ D. Indicates a willingness to accept school responsibilities.

Comments:

ADDENDUM C

SPOKANE PUBLIC SCHOOLS
Spokane, Washington

PERFORMANCE EVALUATION REPORT FOR CERTIFICATED REGIONAL SUPPORT STAFF

NAME (Last) (First) (Middle) Date Type of Evaluation

____ Annual
____ 90-Day
____ Other

SCHOOL or LOCATION ASSIGNMENT

Knowledge of, experience in, and training in recognizing good professional performance, capabilities, and development	____	Interest in pupils, employees, patrons, and subjects taught in school	____
Work station management	____	Leadership	____
School finance	____	Ability and performance of evaluation of personnel	____
Professional preparation and scholarship	____	Development of reports and proposals as required in assigned tasks	____
Effort toward improvement, when needed	____	Coordination of inservice programs	____

OVERALL PROFESSIONAL APPRAISAL:

____ Satisfactory
____ Requires Improvement
____ Unsatisfactory

Supervisor Comments

Supervisor(s) Signature(s) _____ _____

Title(s) _____ _____

Signature(s) of other people, if any, participating in the evaluation process _____

Date _____ _____

Employee Comments

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

____ I do not desire a meeting to discuss this evaluation.

Date _____ Employee Signature _____

Y: S - Satisfactory
R - Requires Improvement
U - Unsatisfactory
N - Not Observed or Not Applicable

The "R" and "U" ratings require specific comments and documentation

_____ Knowledge of, experience in, and training in recognizing good professional performance, capabilities, and development.

Comments:

_____ Work station management.

Comments:

_____ School finance.

Comments:

_____ Professional preparation and scholarship.

Comments:

_____ Effort toward improvement, when needed.

Comments:

_____ Interest in pupils, employees, patrons, and subjects taught in school.

Comments:

_____ Leadership.

Comments:

_____ Ability and performance of evaluation of personnel.

Comments:

____ Development of reports and proposals as required in assigned tasks.

Comments:

____ Coordination of inservice programs.

Comments:

SPOKANE PUBLIC SCHOOLS
Spokane, Washington

ADDENDUM D

PERFORMANCE EVALUATION REPORT FOR BUILDING LEVEL SUPPORT STAFF

NAME (Last) (First) (Middle) Date Type of Evaluati
____ Annual
____ 90-Da
____ Other

SCHOOL or LOCATION ASSIGNMENT

Knowledge of, experience in, and training in recognizing good professional performance, capabilities, and development	____	Interest in pupils, employees, patrons, and subjects taught in school	____
Work station management	____	Leadership	____
School finance	____	Ability and performance of evaluation of personnel	____
Professional preparation and scholarship	____	Development of reports and proposals as required in assigned tasks	____
Effort toward improvement, when needed	____	Coordination of inservice programs	____

OVERALL PROFESSIONAL APPRAISAL:
____ Satisfactory
____ Requires Improvement
____ Unsatisfactory

Supervisor Comments

Supervisor(s) Signature(s) _____ _____

Title(s) _____ _____

Signature(s) of other people, if any, participating in the evaluation process _____

Date _____ _____

Employee Comments

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

____ I do not desire a meeting to discuss this evaluation.

Date _____ Employee Signature _____

KEY: S - Satisfactory
R - Requires Improvement
U - Unsatisfactory
N - Not Observed or Not Applicable

The "R" and "U" ratings require specific comments and documentation

____ Knowledge of, experience in, and training in recognizing good professional performance, capabilities, and development.

Comments:

____ Work station management.

Comments:

____ School finance.

Comments:

____ Professional preparation and scholarship.

Comments:

____ Effort toward improvement, when needed.

Comments:

_____ Interest in pupils, employees, patrons, and subjects taught in school.

Comments:

_____ Leadership.

Comments:

_____ Ability and performance of evaluation of personnel.

Comments:

_____ Development of reports and proposals as required in assigned tasks.

Comments:

_____ Coordination of inservice programs.

Comments:

ADDENDUM E

SPOKANE PUBLIC SCHOOLS
Spokane, Washington

PERFORMANCE EVALUATION REPORT FOR ESA CERTIFICATED SUPPORT EMPLOYEES

NAME (Last) (First) (Middle) Date Type of Evaluation

[redacted]

____ Annual
____ 90-Day
____ Other

SCHOOL or LOCATION ASSIGNMENT

Professional Preparation and Scholarship	____	Work Station Management	____
Knowledge of Specialty Area	____	Effort Toward Improvement When Needed	____
Specialty and Professional Skills	____	Professional Characteristics	____
Interest in Students	____	Handling of Student Discipline and Attendant Problems	____

OVERALL PROFESSIONAL APPRAISAL:

____ Satisfactory
____ Requires Improvement
____ Unsatisfactory

Supervisor Comments

Supervisor(s) Signature(s) _____ _____

Title(s) _____ _____

Signature(s) of other people, if any, participating in the evaluation process _____

Date _____ _____

Employee Comments

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

____ I do not desire a meeting to discuss this evaluation.
(Initial)

Date _____ Employee Signature _____

KEY: S - Satisfactory
R - Requires Improvement
U - Unsatisfactory
N - Not Observed or Not Applicable

The "R" and "U" ratings require specific comments and documentation

PROFESSIONAL PREPARATION AND SCHOLARSHIP

_____ A. Possesses academic background appropriate to the specialty area and current in that subject or grade level.

Comments:

KNOWLEDGE OF SPECIALTY AREA

_____ A. Demonstrates competence in specialty area.

Comments:

SPECIAL AND PROFESSIONAL SKILLS

_____ A. Effectively uses diagnostic and remedial procedures appropriate to field specialty in working with students, school staff, parents, and relat agencies.
_____ B. Is proficient in communication skills, both oral and written.
_____ C. Fulfills responsibilities regularly, promptly, and completely.
_____ D. Limits activities to areas of professional specialty and assignment.
_____ E. Makes appropriate referrals.
_____ F. Is proficient in the selection, organization, and utilization of materials appropriate to the area of specialty.
_____ G. Demonstrates specialty area competency.
_____ H. Establishes immediate and long-range objectives.
_____ I. Prepares plans to meet objectives.
_____ J. Communicates effectively with parents.
_____ K. Exhibits proper command and use of language skills.

Comments:

INTEREST IN STUDENTS

_____ A. Develops rapport with the student as an individual.
_____ B. Deals with confidential information and communication in an ethical manner.
_____ C. Encourages students to accept responsibility for performance and goals.
_____ D. Encourages students to accept responsibility for their own behavior.
_____ E. Enlists the assistance of teachers, administrators, and other support staff when appropriate.

Comments:

WORK STATION MANAGEMENT

_____ A. Selects and prepares equipment and materials in advance of use time.
_____ B. Maintains orderly and attractive station environment and atmosphere.
_____ C. Considers abilities, interests, and present performance levels of students in planning.
_____ D. Is consistently prompt and accurate with reports.
_____ E. Maintains an appearance that does not detract from the educational process.
_____ F. Exhibits self-control, mature behavior, and judgment.
_____ G. Is willing to accept responsibilities for the general work area.
_____ H. Maintains records as appropriate to area of specialty.

Comments:

EFFORT TOWARD IMPROVEMENT WHEN NEEDED

_____ A. Is responsive to supervision and constructive criticism.
_____ B. Endeavors to implement improvement suggestions.
_____ C. Has plan for evaluation of own work and initiates efforts to improve.

Comments:

PROFESSIONAL CHARACTERISTICS

_____ A. Exhibits flexibility.
_____ B. Makes decisions and accepts responsibilities.
_____ C. Demonstrates understanding of established priorities.
_____ D. Indicates a willingness to accept school responsibilities.

Comments:

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

_____ A. Establishes and maintains order and discipline in the work station.
_____ B. Shows consistency and fairness in dealing with student behavior.
_____ C. Encourages students to develop courtesy, self-control, respect, and responsibility.
_____ D. Enlists the assistance of teachers, vice principal, principal, and other su portive personnel when appropriate.
_____ E. Assists in maintaining control and enforcing rules throughout the scho

Comments:

PERSONNEL CONTRACT AGREEMENT

SPOKANE SCHOOL DISTRICT NO. 81
Spokane County, Washington

DATE _____

It is hereby agreed by and between the Board of Directors of Spokane School District of Spokane County, State of Washington, hereinafter called the District, and _____, hereinafter called the Employee, that in accordance with the action of the Board of Directors of the District as found in the minutes of the meeting held on the _____ day of _____, 19___, the Employee shall be employed in the public schools of the District for a period not exceeding one year which shall include ___ days of service, exclusive of holidays and vacations.

It is also agreed that employment under this contract shall be subject to the statutes governing the public schools of the State of Washington and to all policies, rules, regulations, and procedures of the District and State Board of Education, and to any collective bargaining agreement then in effect.

The duties of this contract shall begin on or after _____, 19___, as assigned.

The curricular position of the Employee shall be _____ together with extracurricular activities and miscellaneous duties as set forth below, if any. It is understood that the Employee shall be subject to assignment or reassignment of duties by the Superintendent of Schools of the District. The annual compensation thereafter shall be _____ SUBJECT TO ANY ATTACHED RIDER. It is understood that the annual compensation shall be consistent with the salary schedules so established by the District and is to be paid as follows:

A. One-twelfth of the total annual compensation shall be paid on the last working day of the payroll office each month.

B. The final installment shall be in such amount as will, when added to the amount previously received, be equal to the part of the total annual compensation which is represented by a fraction whose numerator is the number of days served, including days for which sick leave or other allowance has been granted, and whose denominator is the number of days of service as specified above.

C. If service is rendered for less than a full contract year, the Employee shall receive a total annual compensation which bears the same ratio to the total compensation specified herein as the number of days actually served by the Employee bears to the total number of actual contract days specified therein: Provided, that if said Employee resigns or vacates his or her position or assignments prior to the close of the school term as specified herein, without the consent of said District, no compensation shall be paid for the time not served, and the Employee shall forfeit as liquidated damages one twenty-fourth (1/24) of the total annual compensation specified herein.

D. Each regular full-time Employee shall be allowed a credit of twelve days each school year during which no deduction shall be made for absences on account of personal illness. Provided, however, that any pay for such absences of five days or more in any one year be supported by a doctor's certificate or approved by the school medical director; and provided further, that any unused sick allowance in any year be cumulative.

E. Deduction for absences for which pay is not allowed shall be computed by multiplying the total annual compensation by a fraction whose numerator shall be the number of such days absent, and whose denominator shall be the total number of days of service specified above.

F. Deductions shall be made in full from the salary for the month or months in which the absence occurs, or in succeeding months if necessary to make up the total amount to be deducted.

This contract shall not be effective unless and until all of the following conditions shall have occurred:

(a) The Employee shall have filed in the personnel office a certificate of health, as required by the Washington State Department of Health.

(b) An appropriate valid Washington Certificate effective for the entire period of this contract shall have been registered by the Employee with the personnel office of Spokane School District No. 81.

(c) The Employee shall have signed and dated this contract and returned it to the District within fourteen days of the date of this contract.

(d) This contract shall have been signed by the Board of Directors of the District or at their order.

No employee shall be employed or continued in employment on or after July 1 of any year following his or her 70th birthday, and any existing contract for such employment, including this contract, becomes void on such July 1. Employees beyond retirement age may be recalled to duty by written authority of the Board of Directors.

In the event that the Employee refuses or is unable to perform the duties assigned under this agreement, the District may, at its option, treat such refusal or inability as a total breach of this agreement.

The Employee, by signing this Agreement, and the District, by signing this Agreement, at the order of the Board of Directors, agree to its terms and conditions. IN WITNESS WHEREOF, we have hereunto subscribed our names on the dates indicated below.

Signature of Employee _____ Date _____

Address _____

BY ORDER OF THE BOARD OF DIRECTORS OF SPOKANE SCHOOL DISTRICT NO. 81 OF SPOKANE COUNTY, WASHINGTON

BY _____ _____ ATTEST: _____
President, Board of Directors — Date — Secretary, Board of Directors

Employees will have six additional noncontract days. These days are voluntary and, if taken, the following conditions apply:

1. There will be no adverse effect on employees who do not choose to work any or all of the days.

2. An employee who chooses to work will be paid his/her per diem rate for each day worked. Payment for these days will be made no later than December and July.

3. Three days will be worked the three week days immediately before school starts and one day will be worked on the workday immediately after school is over. One day will be worked on the fall inservice day. One day will be worked on a choice of days that are agreed to by the Employee and the Principal/Supervisor.

4. These are regular workdays and must take place in the employee's assigned building or under direct supervision.

5. It is intended that employees will have as much input as possible into planning for the use of these days. At least an equivilent of two of the three days before school will be used for individual activity and/or preparation.

6. The noncompulsory days will not be the cause of the reduction of any other supplemental contract days.

This provision will sunset on August 31, 1989.

CERTIFICATED SALARY SCHEDULE
September 1986

Yrs**	Init. Cert.	+15	+30	+45	+60	+75	+90
0	*15,940	*16,466	17,007	17,534	18,330	19,128	19,925
1	*16,625	17,167	17,709	18,251	19,081	19,893	20,753
2	17,295	17,852	18,410	18,967	19,813	20,764	21,566
3	17,980	18,538	19,113	19,686	20,563	21,439	22,395
4	18,649	19,239	19,813	20,403	21,312	22,204	23,224
5	19,335	19,925	20,531	21,120	22,045	22,985	24,037
6	20,005	20,610	21,232	21,838	22,794	23,750	24,866
7		21,312	21,933	22,555	23,543	24,516	25,695
8			22,634	23,272	24,277	25,297	26,508
9				23,989	25,026	26,062	27,337
10				24,708	25,775	26,827	28,165
11							28,978
12							29,808
20	20,531	21,838	23,161	25,233	26,301	27,353	30,335

Add $924 for Master's Degree
Add $924 for Doctorate

*Minimum amount to be paid is $16,995 after degrees and extra basic contract days per 1986-7 Appropriations Act.

**Yrs is defined as years of teaching experience completed.

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