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Collective Bargaining Agreement

between

Board of Directors
Spokane School District
No. 81

and the

Spokane Education
Association



1981 - 1983

TABLE OF CONTENTS

Page No.

SECTION 1

Definitions	3
Preamble	4
Recognition	5
Nondiscrimination	5
Status of Agreement	6
Administration of Agreement	7
School District/Assoc. Conferences	7

SECTION 2

Maintenance of Membership	7
Dues Deductions	8
Association Use of Facilities	9
District Rights	10
No Strike-No Lockout	11
Final Authority Matters	11

SECTION 3

Academic Freedom	11
Individual Contracts	12
Personnel Files	13
Staff Protection	14
Employee Facilities	16
Mechanical and/or Electronic Devices	17
Student Discipline	17

SECTION 4

Assignments, Transfers and New Positions	19
Leaves of Absence	24
Employee Workday and Preparation Period	37
Employee Workload	41

TABLE OF CONTENTS *(Continued)*

	Page No.
Auxiliary Personnel	45
Employee Work Year	46
 SECTION 5	
Terms and Conditions of Employment for Certificated Substitute Teachers	47
Certificated Staff Evaluation	48
Evaluation Criteria for Certificated Central and Regional Support Staff	56
Evaluation Criteria for Certificated Building Level Support Staff	60
Layoff and Recall	63
Disciplinary Action for Cause	78
Grievance Procedure	79
 SECTION 6	
Method of Payment	84
Salary Schedule	85
Salary Schedule for Extracurricular Activities	95
Hourly Rates for Certificated Employees	100
Fringe Benefits	100
Use of Personal Vehicles/ Mileage Allowance	101
 SECTION 7	
Distribution of Agreement	102
Embodiment	102
Supplemental Agreement	102
Severability	103
Duration	103
 ADDENDA	 105

DEFINITIONS

GRIEVANCE PROCEDURE

CLASS ACTION GRIEVANCE—A grievance involving either an employee in one (1) building who is aggrieved by an action or non-action 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 closure of buildings, offerings, or sections, or District reorganization necessitated 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 regulations 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. Further, it is agreed between the parties that the specific definition of the above identified "handicap" shall be as defined in Section 121a5 of the Federal Register, Vol. 42, No. 163, dated August 23, 1977, and WAC 392-171.

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.

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 employees employed by the District. Such representation excludes:

1. Superintendent
2. Deputy/Assistant Superintendent
3. Executive Director of Instruction
4. Area Directors (4)
5. Administrator of Support Services
6. Directors of:
 - a. Basic Education
 - b. Special Programs
 - c. Management Services
 - d. Personnel Services
 - e. Planning and Evaluation
7. Principals and Assistant Principals
8. Supervisors of:
 - a. Program Development
 - b. Program Operations
 - c. Grants Management
 - d. Handicapped Program
 - e. Vocational Education and Traffic Safety
 - f. Pupil Services

NONDISCRIMINATION

The provisions of this agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, 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. 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.

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.

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

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.

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

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.

STATUS OF AGREEMENT

This 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.

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

ADMINISTRATION OF AGREEMENT

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. Meetings shall be conducted quarterly, but they may be scheduled more frequently at the request of either party. The Superintendent and/or designee shall meet with the Association President and/or designee. Additional representatives of either party may be in attendance if the other party is agreeable.

SCHOOL DISTRICT/ASSOCIATION CONFERENCES

The Superintendent and the Deputy/Assistant Superintendent will meet with the Association President and the 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.

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.

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.

MAINTENANCE OF MEMBERSHIP

Any employee who was a member of the Spokane Education Association during 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.

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.

Any individual covered by this agreement employed by the District for the 1981-82 and/or 1982-83 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.

In order to safeguard the right of non-association 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 non-religious charity mutually agreed upon by the employee and the Association pursuant to RCW 41.59.100.

DUES DEDUCTION

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.

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).

ASSOCIATION USE OF DISTRICT FACILITIES AND INFORMATION

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 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 in paragraph 2 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.

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.

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.

DISTRICT 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. 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.

NO STRIKE—NO LOCKOUT

The Association agrees that during the life of this agreement, it will not authorize, condone, sanction, or take part in any strike, walkout, or work stoppage of employees covered by this agreement.

The District agrees that during the life of this agreement there shall be no lockout of employees covered by this agreement.

FINAL AUTHORITY MATTERS

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.

ACADEMIC FREEDOM

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, includ-

ing 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.

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

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.

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.

INDIVIDUAL CONTRACTS

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.

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

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.

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.

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

PERSONNEL FILES

The personnel file of each employee is confidential and, as such, shall be available for inspection only to the management of the District and the individual employee. By prior appointment, in-

dividual employees shall, upon request, have the opportunity to review the contents of their personnel file and copy, at their expense, materials within the file.

At the employee's request, some other individual of the employee's choosing may be present for the review of the personnel file. Review of the personnel file will be supervised by the Personnel Director or designee. Nothing in the file may be removed, changed, or destroyed by the employee.

The employee shall have an opportunity to attach written comments to anything in his/her file which he/she considers to be derogatory.

On and after the effective date of this agreement, copies of all written materials originated by the employee's principal or central staff supervisor shall be forwarded to the employee at the time they are placed in the District personnel file.

STAFF PROTECTION

The District agrees that it will include employees as insureds in the District liability policy.

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 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.

The District shall reimburse employees for replacement of any clothing or other personal property damaged or destroyed in a disturbance as provided by state statutes.

The District shall reimburse employees for the loss of any personal property used for instructional purposes in the work station 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.

The District shall also reimburse employees for 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.

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

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 is mutually determined appropriate, the District will provide legal defense in criminal

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

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.

EMPLOYEE FACILITIES

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 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;
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 area is to be worked out between staff and the individual building administrator(s).

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.

MECHANICAL AND/OR ELECTRONIC DEVICES

Mechanical and/or electronic devices may be used for the improvement of instruction, but shall not be the primary basis for a negative evaluation. The employee shall receive prior notice in such cases.

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

STUDENT DISCIPLINE

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.

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.

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.

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.

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.

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

ASSIGNMENTS, TRANSFERS, AND VACANCIES

TRANSFER

Each year after January 1, the Personnel Department will place a notice in the *Staff Bulletin* 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. Requests received after February will be kept on file but will not receive first consideration.

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) copy is to be forwarded directly to the Personnel Department. The employee will receive acknowledgement from the Personnel Department within ten (10) days of receipt.

Transfer requests shall be considered as application for positions that are posted prior to August 15 and will insure the candidate of first

consideration status for any posted before August 15.

After August 15, the transfer request employee will be considered for vacant positions, but such consideration will include the needs associated with maintenance of the employee's current assignment.

When an individual's request for a transfer is denied, the employee will be informed of the reason(s), in writing, upon request of the employee.

INVOLUNTARY TRANSFER

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 Title I comparability requirements. Extracurricular program needs will also be considered. The following guidelines shall be followed:

1. If there is a volunteer(s) from an affected building who meets the District's curricular and Title I comparability requirements, with extracurricular needs being considered, no involuntary transfer(s) will be implemented.
2. 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 secondary school department(s), K-3, or 4-6 grade levels in the affected building(s) meeting the District's curricular program and Title I comparability requirements, with extracurricular needs being considered, will be involuntarily transferred. No employee will be involuntarily

transferred more than two consecutive years unless the program(s) is moved.

3. In the event that more than one (1) individual employee having the same 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 BA degree from least to greatest. The employee with the least number of credits will be assigned to the vacant position.
4. In the event that more than one (1) individual employee having the same least number of credits on file in the Personnel Office for salary purposes beyond the BA 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.
5. 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.
6. 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.
7. 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's request, the Personnel Department will continue to provide the employee first consideration for other potential vacancies arising before the initiation of service.

VACANCIES

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

When a vacancy does occur, a Notice of Position Vacancy shall be developed. Each notice shall:

1. contain a description of the responsibilities, qualifications, and terms of employment associated with the position.
2. describe the application procedures.
3. be distributed to the Association and each program location to which certified employees are routinely assigned where these notices will be promptly placed in an identified location.
4. be placed in the *Staff Bulletin*.
5. be available from the Personnel Department upon request during the summer months.
6. 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 the termination of service on or after August 15. In such instances, the ten- (10) day posting requirement may be adjusted.

District employees are encouraged to apply for positions for which they are interested and judge themselves to meet the qualifications identified in the Notice of Position Vacancy. Barring conflicting Affirmative Action interests, District employees applying for vacancies will be given first consideration until August 15.

First consideration is represented by examination of the employee's work record, personnel

file, and application material in light of the qualifications listed in the Notice of Position Vacancy. If, on the basis of this initial screening, the employee's qualifications are equal to or superior to those of applicants not employed by the District, the employee shall be interviewed by the appropriate supervisor(s). Where equal or superior qualifications to those of applicants not employed by the District are evidenced in the initial screening and the interview and final screening process, the person employed by the District will be recommended for the vacant position.

RELATED PROVISIONS:

1. 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.
2. No position from which employees have been involuntarily transferred after May 1, 1981, will be declared vacant unless all such involuntarily transferred employees have declined the assignment.
3. Employees involuntarily transferred to a different category have the right to select their 1980-81 category or their 1981-82 category for RIF application.
4. Upon request involuntarily transferred employees will be provided with the necessary help and assistance normally provided employees per section 2.g.5 of the Certificated Staff Evaluation clause of this agreement. If said employees have been assigned out of their

previous majority assignment, they will not be nonrenewed due to identified deficiencies during the 1981-82 school year.

5. 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.

LEAVES OF ABSENCE

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.

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

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

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.

LEAVE DAYS

1. F.T.E. employees will be allowed sick, injury, and emergency leave at the rate of twelve (12) days per school year.
2. Such leave shall be cumulative from year to year with no maximum.
3. Sick leave shall be administered per WAC 392-136-005 through WAC 392-136-020.
4. 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.
5. 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.

*The word "ample" allows 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.

SICK, INJURY, EMERGENCY, AND MATERNITY LEAVE

Sick, injury, emergency, and maternity leave will be granted under the following provisions:

1. **Sick and Injury Leave**
 - a. 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.

- b. 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.
- c. 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.
- d. 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 workweek prior to the sick, injury, and emergency absence. To do so may constitute a breach of contract.

2. Emergency Leave

- a. Emergency leave not to exceed five (5) days, two (2) of which may be taken for emergency situations not enumerated, will be granted in any year at no deduction in salary as long as it is covered under the allowed leave days (see page 1, **LEAVE DAYS**, No. 1).
- b. Critical illness or injury
 - (1) Emergency leave absence shall be allowed for critical illness or injury in the employee's immediate family.
 - (2) 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 are not covered under this provision.

- c. Emergency leave will be granted for problems for which pre-planning is either not possible or could not relieve the necessity for the employee's absence. 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 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.

3. **Maternity Leave**

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.

- a. **Notification**—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.
- b. **Request for Leave of Absence**—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:

- (1) 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.
 - (2) Sick leave will terminate following birth of her child on the date her physician indicates she can perform her school responsibilities.
 - (3) 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.
 - (4) A long-term substitute may be placed in the employee's position during the period of absence.
- c. **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 no later than sixty (60) calendar days following the birth of the child, provided she has

a 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.

BEREAVEMENT LEAVE

1. 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.)
2. 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.)
3. Leaves in excess of the periods above may be applied for under the emergency leave provision.

ABSENCES FOR EDUCATIONAL MEETINGS AND COMMUNITY SERVICE

All certified employees shall be given consideration for travel to subject area, association, curriculum, and improvement of instruction meetings. 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 provided.

1. Educational Meetings

- a. 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.

- b. 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.
- c. 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.
- d. Employees requesting to attend meetings for educational and professional growth under conditions not covered under subsection 1.c. 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.

2. Community Service

- a. 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.
- b. Employees representing a community or-

ganization 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.

- c. 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.
- d. 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.

In items 1.b. through 2.c., 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.

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.

JURY SERVICE

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.

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.

SABBATICAL LEAVE

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.

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; 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 con-

tracted 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 District Business Office such amounts as are necessary to cover the cost of fifty percent (50%) or one-half (1/2) of the premium.

LEAVE TO PARTICIPATE IN PUBLIC SERVICE

It shall be the policy in School District No. 81 to relieve employees of their school responsibil-

ities 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.

ASSOCIATION LEAVE

Employees representing the Association will be excused without travel and other expenses related to the absence for an aggregate of one hundred (100) days during one (1) school year. The Association will provide the cost of the substitutes for the absences when required.

The Superintendent or designee shall evaluate proposed absences from duty with the presiding officer of the Association before approving or disapproving the absences to prevent any use of this leave not authorized by the Association. This applies to absences of officers or members of the representative organization who are delegates or participants in the meetings or conferences for which absences are requested.

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. In the event the previously assigned building is no longer in operation, a mutually agreed upon position will be provided. The District may employ an individual on a one-year-only contract to replace the President.

In consideration of released time from contracted duties granted employees for purpose of attending Association meetings, conferences, and conventions or otherwise conducting Association business, pursuant to the Collective Bargaining Agreement between the District and the Spokane Education Association for the term of this agreement, and in further consideration of annual leave granted to the Association President also pursuant to said Collective Bargaining Agreement, the Association hereby declares and promises that it shall indemnify and hold harmless the District, its officers, agents, and employees, individually and severally, for any claim made and any suit instituted against the District and said persons arising out of the granting of the aforementioned released time and leave, provided that the Association shall have the right, but not the duty, to designate the attorney who shall have general charge of the defense of any suit brought, and further provided that the District cooperate fully in the preparation and presentation of the defense to the extent requested by said attorney. It is agreed that the Association shall pay the costs of the action and legal fees.

MISCELLANEOUS LEAVES

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.

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**
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.
8. **Adoption**—an employee shall notify the Director of Personnel as soon as the employee is notified of the adoptive date. From the day the employee receives the child, the employee shall return to work no later than thirty (30) calendar days.
9. **Other educational service**—must be deemed beneficial to the District.

EMERGENCY SCHOOL CLOSURE

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.

EMPLOYEE WORKDAY AND PREPARATION PERIOD

The regular workday for elementary school classroom teachers shall be six and one-half (6½) hours exclusive of a thirty (30) minute duty-free lunch period. The time before and after student arrival/departure and all times specialists are

in classes will be used for preparation or conferences with parents/students. When students are receiving instruction from certificated specialists, the specialists are responsible for classroom control and maintenance. Each elementary teacher assigned to grade levels 1-3 will have a minimum of one hundred twenty-five (125) minutes per week of duty-free preparation time within the student school day, provided the District remains in compliance with the contract hours required by the Basic Education Act. In the event it is determined that the District is not in compliance, the preparation time will be reduced to one hundred (100) minutes per week. Kindergarten teachers who during the 1980-81 contract year received one hundred fifty (150) minutes of preparation time per week will continue to receive one hundred fifty (150) minutes per week. Each elementary teacher assigned to grade levels 4-6 will have a minimum of one hundred (100) minutes per week of duty-free preparation time within the student school day. It is not required that the preparation time be prorated during short weeks. Additionally, teachers may rotate supervision of recess. Teachers who are not supervising recess shall be available for parent/student contact.

The regular workday for junior high school classroom teachers shall be seven (7) hours exclusive of a thirty (30) minute duty-free lunch period. All junior high teachers will have a minimum of one (1) instructional period for preparation or conferences with parents/students. Preparation periods will be on a staggered basis during the student day. No teacher will be required to teach more than five (5) instructional periods per day.

The regular workday for senior high school classroom teachers shall be seven (7) hours exclusive of a thirty (30) minute duty-free lunch period. All teachers will have one (1) instructional period for preparation or conferences with parents/students. Preparation periods will be on a staggered basis during the student day. No teacher will be required to teach more than five (5) instructional periods per day.

All other employees on the basic salary schedule will work the regular classroom teacher day for their appropriate level. For those employees not assigned to a single instructional level (elementary or secondary) the workday shall be seven (7) hours exclusive of a thirty (30) minute duty-free lunch period.

All employees on the Central and Regional Staff salary schedule will work an eight (8) hour day, exclusive of a duty-free lunch period.

All employees on the Building Level Support Staff salary schedule will work an eight (8) hour day, exclusive of a duty-free lunch period. Senior High School Department Heads, because of their responsibilities as classroom teachers, will not usually be held to an eight (8) hour day.

No employee will be required either to report earlier than 7 a.m. or to stay beyond 4 p.m. Employees shall begin their workday thirty (30) minutes before the student's school day begins and shall continue until thirty (30) minutes after the student's school day ends except on days that administratively called faculty meetings are held.

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. Assignments to supervision of student activities such as convocations, hall duty, playground duty, 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.

At the option of the building principal, the regular workday may be extended either at the beginning or at the end no more than twenty (20) minutes twice a month or thirty (30) minutes once a month for faculty meetings.

The Association recognizes the value of employee involvement at PTA Open Houses and agrees that employees may be required to participate in one (1) Open House per contract year.

The Association and District agree that preparation periods are vital and shall be interrupted only to the extent that is necessary to efficient school service. The District will assure that proper facilities will be available for preparation and planning.

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

- a. after one (1) day;
- b. on the first (1st) day with advance notice of principal's absence;
- or
- c. 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.

When employees are absent from duty for more than two (2) hours, certificated substitutes will be

employed except in cases where none are available.

The District agrees that no employee will be expected to perform custodial duties previously performed by custodians.

In the fall, K-3 classroom teachers will be released from regular classroom teaching responsibilities for a total of ten (10) hours during one (1) week for the purpose of parent/teacher conferences. 4-6 classroom teachers will be released from regular classroom teaching responsibilities for a total of five (5) hours during that same week. At the kindergarten level, substitutes may be hired to provide release time for the regular teacher for these conferences.

In the spring, K-6 classroom teachers will be released from regular classroom teaching responsibilities for a total of five (5) hours during one week for the purpose of parent/teacher conferences. At the kindergarten level, substitutes may be hired to provide release time for the regular teacher for these conferences.

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

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.

EMPLOYEE WORKLOAD

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

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.

The District shall strive to meet the basic education staffing ratio in accordance with the following schedule:

ACADEMIC CLASS SIZE MAXIMUMS

1. **Grades K-3**—26/1 with the following exception:

An individual teacher (K-3) within the building can receive up to twenty-eight (28) students as long as the K-3 building average does not exceed 26/1. For each student the individual teacher receives beyond twenty-six (26), and up to and including twenty-eight (28), aide assistance will be provided on the basis of one (1) hour per additional student per day. Such aide assistance shall continue as warranted by student enrollment. The individual teacher can designate the specific type of aide needed. The individual teacher has the right to determine when and how the aide will be provided, e.g., each day, two days per week, etc. It is also understood that when assigning new students, the District must consider an equitable and fair distribution of workload as well as the best interests of the child.

2. **Grades 4-6**—31/1
3. **Grades 7-12**—31/1

COMBINATION ACADEMIC CLASS SIZE MAXIMUMS

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

1. **Grades K-3—25/1** with the following exceptions:
 - a. One additional student may be added with the appropriate aide assistance provided as above.
 - b. With teacher approval in writing, a second additional student may be added with the appropriate aide assistance provided as above.
2. **Grades 3/4—25/1** with the same exceptions as grades K-3 combination classes.
3. **Grades 4-6—29/1.**

EXCEEDED MAXIMUMS

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;
- or
6. transfer staff.

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

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

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

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.

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.

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.

MAINSTREAMING

The District and Association agree that the following "Mainstreaming" language will be implemented pending resolution of the challenged 1979-81 language.

A mainstreamed/handicapped student will be counted as two (2) students for the period of time he/she is attending a 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.

The District and Association further agree that the 1979-81 "Mainstreaming" provision is under

challenge and, pending resolution of the challenge by a court of law, will not be implemented. Should the 1979-81 language be found legal, the following provision will be implemented:

All handicapped students will be weighted as follows:

1. If the academic class size is two (2) less than maximum, then one (1) handicapped student may be added.
2. If the academic class size is three (3) less than maximum, then two (2) handicapped students may be added.

No more than two (2) per room during one (1) class period.

No more than one (1) type per class period.

No handicapped in K-6 combination classes.

WORKLOAD GRIEVANCES

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

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.

AUXILIARY PERSONNEL

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.

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.

The District agrees to transfer and/or dismiss auxiliary personnel based on the written recommendation of the certificated personnel involved, provided that approved evaluation and remediation procedures have been followed. Any auxiliary personnel transferred/dismissed will be replaced, if appropriate District guidelines are followed and funding is available for such replacement.

EMPLOYEE WORK YEAR

The employee work year for all employees covered by this agreement shall consist of one hundred eighty-one (181) workdays.

For the 1981-82 school year, employees shall begin on September 8, 1981, and conclude on June 16, 1982, excluding the following holidays:

Friday, October 9—Noncontract, nonstudent Curriculum Day

Wednesday, November 11

Thursday, November 26

Friday, November 27

Monday-Friday, December 21-25

Monday-Friday, December 28-January 1

Monday, February 15

Monday-Friday, April 5-9

Monday, May 31

For the 1982-83 school year, employees shall begin on September 7, 1982, and conclude on June 15, 1983, excluding the following holidays:

Friday, October 8—Noncontract, nonstudent Curriculum Day

Thursday, November 11
Thursday, November 25
Friday, November 26
Monday-Friday, December 20-24
Monday-Friday, December 27-31
Monday, February 21
Monday-Friday, April 4-8
Monday, May 30

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.

TERMS AND CONDITIONS OF EMPLOYMENT FOR CERTIFICATED SUBSTITUTE TEACHERS

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.

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

The District agrees that as vacancies occur for which substitutes are certified, substitute(s) will, upon application, be given consideration for full-time regular employment. In the event the Lay-off and Recall provision of this agreement has been implemented, this provision will not be

utilized until the Recall procedure has been exhausted. In the event a substitute is denied employment as a regular employee, the District will, upon request, provide in writing the reasons for the denial.

As substitutes become regular employees as defined by placement on the basic personnel contract or by serving more than twenty (20) consecutive days in the same assignment, they will be granted experiential credit on the salary schedule for substitute service which meets the minimum number of days required to obtain credit for experience on the salary schedule.

Employee requests through building principal or designee for specific substitute(s) will be honored if ample notice is given and substitute(s) are available.

CERTIFICATED STAFF EVALUATION (Teachers and Other Nonadministrative Personnel)

1. General

Certificated classroom teachers and certificated support personnel holding nonadministrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth in this article. Evaluators in all observations/evaluations shall take into account the individual differences of the students assigned to the employee. It is understood that teaching strategies and techniques vary; therefore, evaluators shall not base their evaluation solely on one (1) technique or strategy. The evaluator(s) will take into consideration during the valuation process the availability of supplies,

materials, custodial and/or maintenance services, etc. 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. Any employee whose work is judged unsatisfactory based upon the evaluation criteria shall be placed in a probationary status no later than February 1 and shall be given until May 1 to demonstrate improvement.

2. Evaluation

a. **Responsibility for Evaluation:** Within each school, the principal or administrative/supervisory designee shall be responsible for the evaluation of employees assigned to that school. An employee assigned to two (2) or more schools shall be evaluated by the principal of each school or by a common administrative/supervisory designee from central staff. The employee shall be notified in advance who the evaluator(s) will be. The administrative organization of the School District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other administrative/supervisory staff members to assist in the observation and evaluation process.

b. **Assistance in Evaluation:** Central and regional support staff may, at the direction of the principal, assist in the observation

and evaluation of itinerant employees and nonclassroom certificated staff. Senior high department heads may, at the direction of the principal, assist in the observation and evaluation of classroom employees. In the event there are negative comments on any observation/evaluation, the employee has the right to request assistance/observation by a person of his/her own choosing. Senior high deans and junior high advisors may, at the direction of the principal, assist in the observation and evaluation of nonclassroom employees in their respective buildings.

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:**

- (1) All employees newly employed by the School District shall be evaluated within the first ninety (90) calendar days of the commencement of service of their employment.
- (2) All employees, including new employees, shall be evaluated annually, such evaluation to be completed not later than June 1 of the year in which the evaluation takes place.
- (3) If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
- (4) If an employee resigns during the school year, a final evaluation shall be com-

pleted prior to the resignation date if adequate notice is given and at least ninety (90) workdays have been completed.

- (5) If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.

e. **Additional Evaluations:** In addition to the evaluations required under paragraph 2.d. herein, principals and other supervisors and their designees may make evaluations at any time during the school year, which evaluations may cover individual observations for such period of time as may be identified in the evaluation report. Any additional evaluations shall be for the purpose of improving employee performance except as provided in Section 3 herein.

f. **Minimum Observation Criteria:** During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes. A minimum of one (1) observation for a total observation time of thirty (30) continuous minutes shall be required in connection with the evaluation of all new employees under paragraph 2.d.(1) herein.

g. **Evaluation Procedures:**

- (1) Upon completion of an evaluation by the principal or other 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 2.d. herein, a meeting shall be held between the principal or other supervisor 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 that any final evaluation report indicates that the employee has been rated unsatisfactory in one (1) or more of the evaluation criteria, the principal or other supervisor 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 recommendations for improvement. If the supervisor and employee are unable to agree upon a mutually acceptable plan, the supervisor will prepare and deliver a plan to the employee.

3. Probation

a. **Supervisor's Report:** In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before January 20. The report shall include the following:

- (1) the evaluation report prepared pursuant to the provisions of paragraph 2.d.(5) herein;
- (2) a recommended specific program designed to assist the employee in improving his/her performance; and
- (3) any written comments by the employee.

b. **Establishment of Probationary Period:** If the Superintendent concurs with the supervisor's judgment that the performance of the 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:

- (1) specific areas of performance deficiencies;

- (2) a suggested specific program for improvement;
- (3) 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
- (4) a statement indicating area(s) of assistance to be provided by the supervisory staff.

c. Evaluation During the Probationary Period:

- (1) At or about the time of delivery of a probationary letter, the principal or other supervisor 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 principal or other 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 paragraphs 2.g.(1) and (2) herein shall apply to the documentation of evaluation reports during the probationary period.
- (3) The probationary employee should be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the principal or other supervisor 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.

- (4) Beginning with the probationary period, an employee may have an Association representative present during conferences held pursuant to paragraph 3.c. (2) herein.

d. Supervisor's Post-Probation Report:

Unless the probationary employee has previously been removed from probation, the principal or other supervisor 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 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.

- e. Action by the Superintendent:** Following a review of all reports submitted pursuant to paragraph 3.d. above, 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 that the Superintendent determines that 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.

4. **Implementation of the Law:** Should any conflict arise between this article and the law, the law shall be controlling.

EVALUATION CRITERIA FOR CERTIFICATED CENTRAL AND REGIONAL SUPPORT STAFF

The following criteria, when applicable, shall be used in evaluating certificated central and 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 or 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; 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 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.

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 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, 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; del-

egate 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.

**LAYOFF AND RECALL
PROCEDURES**

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

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 "lay-off" as used herein refers to action by the District reducing the number of employees in the District.

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:

1. District contracted services except those that are self-supporting.
2. Sabbatical leave and administrative intern programs.
3. Bus transportation to the legal limit.
4. Extended day and cost connected extracurricular activities.
5. Out-of-District travel, paid by the District.
6. Maintenance and capital purchases in areas except those relating to health and safety standards.
7. Nonemployee related costs except those related to health and safety standards.

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.

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.

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 four (4) categories: (1) K-6, (2) 7-12, (3) Specialists, and (4) Represented Central/Regional Personnel. 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:

Category No. 1—K-6

K-6 staff includes all represented certificated staff who are assigned to predominantly work 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 assignment dependent upon certification. These assignment areas are: K-6 classroom teacher, special education teacher, Title I teacher and Title I counselor, bilingual teacher, librarian, art-music-PE teacher, gifted teacher, APPLE teacher, Indian education, regional guidance center counselor, and others.

Category No. 2—7-12

7-12 staff includes all represented certificated staff who are assigned to predominantly work 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, Indian education, Youth Learning Center, bilingual, distributive education, trade and industrial educa-

tion, agricultural education, diversified occupations, gifted education, Vocational Skills Center, and others.

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 central psychologists, social workers, communication disorder specialists, hearing therapists, Bryant-Garland staff, Teacher Center staff, staff development, instructional television, physical therapists, occupational therapists, nurses, and others. Specialists shall be considered for retention 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.

Category No. 4—Represented Central/ Regional Personnel

This category includes all represented certificated central/regional personnel unless excluded as a represented position, including but not limited to:

Coordinator, SNAP and Title IV

Coordinator, Vocational Education (Trade and Industry, Industrial Arts) and Traffic Safety

Coordinator, Title I

Title I Assistant

Coordinator of Gifted Programs

Coordinator, Vocational Education (Busi-

ness Ed., Home and Family)
Coordinator, Special Education
Coordinator, Student Discipline, Counseling
Coordinator, Health Services
Coordinator, Group Testing and Research
Education Specialist—Title I
Education Specialist—SUPER
Education Specialist—RAP
Education Specialist—Special Ed.
Coordinator for Social Studies and Foreign
Language
Program Specialist, General
Coordinator, Language Arts
Coordinator, Science, Health/Safety, Out-
door Ed.
Coordinator, Music
Coordinator, Art
Coordinator, Elementary P.E. and Activities
Coordinator, Instructional Media
Coordinator, Staff Development
Coordinator, Secondary P.E. and Activities
Consultant, Mathematics
Consultant, Reading, Spelling, Handwrit-
ing, Kindergarten
Coordinator, Curriculum
Assistant Coordinator, Instructional Media

In the event that represented certificated central/regional personnel positions are eliminated or persons holding such positions are displaced, the person will be considered either for the K-6 classroom teaching assignment or for three (3) assignment areas from the 7-12 category for which he/she possesses necessary certification, endorsement, and meets the experience or academic standards identified in Section C.

C. Each employee will, in accordance with the criteria set forth in paragraph D herein, be considered for retention in the assignment held at the time of the implementation of these procedures. For the purposes of this paragraph, 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.

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.

D. 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. Employees currently assigned in full-time positions shall be first assigned to all full-time positions consistent with the provisions herein outlined and shall not be obligated to any part-time positions, but may choose to accept such a position on a voluntary basis. 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 the ramifications of voluntarily accepting the new assignment.

2. Employees currently assigned in part-time positions shall not be considered for retention until all full-time employees have been placed according to their requested assignments. In the event that part-time positions are available after full-time employees have been assigned according to the layoff and recall procedures, the part-time position will be offered first to full-time employees who have requested the assignment area. If positions still remain, part-time employees will be considered on the basis of the criteria established in Section 3 below of the layoff and recall policy.

3. Choices among the employees shall be made by the following process:

Step A—Employees in positions requiring at least one hundred eighty-one (181) days of a full workday shall be considered full-time.

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).

(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 (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).
 - (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 number of racial minorities that will need to be retained to avoid lowering the percentage representation of minorities within each of the categories/assignments. In determining the individual minorities to be retained, the lists prepared pursuant to Step B will be used.

Step D—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 E—All employees not initially retained in Step D 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 therein. 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 each category/assignment for which the individual has requested consideration (including the employee's current assignment).

- E. 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.
- F. 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 and 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 D shall be applied to determine who shall be offered such position.
- G. It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent or designee in writing between January 1 and January 31 of the year following termination, if such employee wishes to remain in the employment pool for the balance of the year. If an employee does not provide such notification, the employee shall be removed from the employment pool.

H. 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.

I. Recall from the employment pool will be according to the following procedure:

1. 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.
2. Employees who were previously assigned to full-time positions shall be recalled to full-time positions for which they are qualified provided that such employees shall have the option of accepting any part-time position for which they are qualified which may exist without jeopardizing their recall status for full-time positions.
3. Employees who were previously assigned to part-time positions shall be recalled to

part-time positions provided that no part-time employee shall be recalled to any part-time positions unless such a position is declined by all employees (full and part-time) with greater seniority.

- J. The District will utilize employment pool personnel as substitutes on a first priority basis.

AFFIRMATIVE ACTION

In view of the District's affirmative action commitment to employ certificated staff of racial minority backgrounds, if a reduction in certificated staff is necessary, the reduction shall affect minorities as follows:

- A. If the reduction in staff can be accomplished under the normal procedures as set out in paragraph D herein without lowering the percentage representation of minorities within any of the categories/assignments set out, the standard procedures shall pertain and the special provisions of this paragraph shall not apply.
- B. If the reduction in staff under the normal procedures of paragraph D herein would result in lowering the percentage representation of minorities within any of the categories/assignments set out, then as to categories/assignments where such would occur by reason of the implementation of the normal procedures, the number of persons within the under-represented group shall be reduced only to the degree percentage-wise so as to be not less than the percentage existing before the reduction in such categories/assignments. The reduction in staff within the members of

the under-represented group shall be accomplished by applying to the member of the under-represented group itself the normal selection rules set forth in paragraph D herein. Within those categories/assignments where under-representation would not occur or be aggravated, the normal rules of paragraph D herein shall pertain.

EMERGENCY ACTION

In the event of legal or other challenges to the above procedures which prevent completion of 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.

DISCIPLINARY ACTION FOR CAUSE

DEFINITIONS:

Discipline is verbal warning, written warning, verbal reprimand, written reprimand, or suspension.

Cause is the specific grounds forming the basis for disciplinary action.

Formal Discipline is disciplinary action which results in a written record being placed in

an employee's personnel file and will include the reason(s) for such action.

Progressive Discipline is a succession of disciplinary steps as outlined by the American Arbitration Association.

PROCEDURE:

Employee(s) shall only be disciplined for cause.

Any disciplinary action taken against employee(s) shall be appropriate to the behavior which precipitated the action.

The District agrees to follow the concept of progressive discipline.

Charges forming the basis for disciplinary action will be made available to the affected employee(s) prior to the time action is taken.

Employee(s) shall be given adequate time for preparation prior to any disciplinary action being taken.

DUE PROCESS:

Employee(s) shall be entitled to have a representative of his/her own choosing present during any meetings of investigation of the employee(s) action that may lead to disciplinary action.

All procedures listed above will be followed.

Employee(s) shall be guaranteed the right to be heard, present a defense, and shall have access to the grievance procedure.

Employee(s) shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action.

GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation

of a specific term of this agreement or a dispute regarding an interpretation of the agreement.

A grievant shall mean an individual employee or the Association.

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

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.

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

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.

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 arbitrator 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 Arbiter to arbitrate unresolved grievances. This selection process shall be completed within thirty (30) days of the execution of this agreement.

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.

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

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 II.

Step One: An employee with an individual or group grievance shall discuss it first with his/her building principal or immediate supervisor. 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.

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 specific term(s) violated or misinterpreted, relief sought, sign, and within five (5) days from the date of the informal discussion with the supervisor, present the 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.

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.

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 Section 1 of this agreement. All pertinent facts and information available will be reviewed in an effort to resolve the grievance through conciliation.

Step Four: The parties to this agreement agree to submit to arbitration any grievance which has not been resolved through the use of the above enumerated grievance steps and procedures, provided it is submitted within ten (10) days following 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 decisions, 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.

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.

Failure of either party to comply with the time limits set forth above 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. The time limits as specified above 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 above grievance steps have already expired.

The grievance procedure shall not apply to assignment to administrative or supervisory employees to subordinate positions. 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 provisions 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.

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

METHOD OF PAYMENT

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.

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.

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 June 10 in order to receive full payment in June.

Payroll warrants will provide the following information:

- (1) a specific breakdown of all deductions made from the gross salary amount,
- (2) the current accumulated sick, injury, and emergency leave, and
- (3) the amount of sick, injury, and emergency leave used during the previous pay period.

SALARY SCHEDULE

The salaries of bargaining unit members shall be increased in accordance with state guidelines as follows:

1. Pending determination of salary compliance, salary will be paid on the 1980-81 salary schedule including any and all newly acquired increments (experience and/or educational credits).
2. A total salary pool shall be calculated for bargaining unit members. Computations shall be provided to the Association. This total salary pool shall be applied to the current salary schedule or a newly developed mutually agreeable salary schedule in such a manner as to expend all monies in the salary pool.
3. A mutually agreed salary schedule of 1.000 to 2.055 will be implemented provided there shall be no decrease from the 1980-81 base salary and provided further that said index implementation does not place the District out of compliance. In the event implementation of a 1.000 to 2.055 index places the District out of compliance, a mutually agreed upon salary schedule will be developed.
4. The new salary schedule shall be implemented retroactively beginning with the next payroll period after determination of the monies available unless an extension is agreed to through a labor management meeting.

5. In the event that any provision of the compensation improvement combination (basic salary and fringe benefits package) in the opinion of the Office of Public Instruction or other agency with governing jurisdiction places the District in violation of House Bill No. 166, the District may take steps as necessary to adjust the compensation improvement (basic salary and fringe benefits package) only to the extent that compliance is achieved, and shall supply documentation of all computations to the Association.

CERTIFIED EMPLOYEES' SALARY SCHEDULE—1981-82

A. General Provisions

1. After September 1, 1981, these salary schedules will replace schedules previously in effect.
2. Training Credits
 - a. 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.
 - b. Credits allowed to date for salary purposes will be maintained.
 - c. Credits for new employees will be reviewed by the Personnel Director for application to the salary schedule.
 - d. 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.

- e. 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.
3. 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.
4. 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.
5. Education credits reported to the Personnel Department will be accepted through September 30. No credits reported after September 30 will count toward the current year's salary. Teachers are encouraged to report these credits at the earliest possible date.
6. Nurses will receive one hundred percent (100%) of the basic salary schedule.
7. Notwithstanding the effective date, salary adjustments shall be effective as of September 1, 1981, except for salaries of those employees whose normal responsibilities begin prior to September 1, 1981. For those

employees whose normal responsibilities begin prior to September 1, 1981, salaries will be adjusted to the actual date responsibilities begin.

B. Central 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 the maximum ratio is achieved.)

Position	Min. Ratio	Max. Ratio	No. Steps	& Incre.	Days
Regional Guidance Center Manager	102	110	3	2	186
*Central Staff Support Level I	102	108	3	2	186
Central Staff Support Level II	108	116	5	2	188
Central Staff Support Level III	112	120	5	2	188

*Those staff that served in the new Level I Step during 1980-81 will be "grandfathered" in effective 1981-82. Staff new to the position as of 1981-82 will come under the new guidelines.

C. 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	110*	3	2	186
Junior High Advisor	104	108	3	2	186
Senior High Dean	106	110	3	2	186

06 *Includes percentage according to staff supervised as indicated in Section E.1.

D. Teacher Center Coordinator Salary Schedule

The percentage 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 the maximum ratio is achieved.)

Position	Min. Ratio	Max. Ratio	No. Steps	& Incre.	Days
Teacher Center Coordinator	110	112			198

E. Special Provisions—Apply to D, E, and F.

1. The total number of teachers (including the head or manager) in the department or in the regional guidance center 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%

- a. Computation of salary for physical education department heads. Three (3) coaches supervised shall count as one (1) full-time teacher.
2. Determination of length of work year shall be made for each individual by the Superintendent of Schools at time of contract issuance.
3. Determination of initial ratio differential shall be made by the Superintendent of Schools.
4. 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:

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

181

for Advanced Degree = Amount for Longevity if provided.

5. 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 services cannot be provided by any other employee.
6. 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.

7. No person in the same position as in previous year will receive more than a two percent (2%) increment for the next year.
8. Those persons who were beyond the percentage of entitlement in the schedule in 1978-79 will be frozen at the 1978-79 percentage.
9. Those persons who in 1978-79 were at a percentage beyond that provided in the schedule will remain at the 1978-79 percentage.
10. Coordinator of Nursing is to be at one hundred percent (100%) of the appropriate salary.

F. Substitute Teacher's Salary Schedule

\$41.74 for school year 1981-82.

G. Basic Salary Schedule 1981-82

Years of Teaching Exper. Comp.	Initial Cert.						
		+15	+30	+45	+60	+75	+90
0	13,495	13,940	14,399	14,845	15,519	16,194	16,869
1	14,075	14,534	14,993	15,452	16,154	16,842	17,570
2	14,642	15,114	15,587	16,059	16,774	17,503	18,259
3	15,222	15,695	16,181	16,666	17,409	18,151	18,960
4	15,789	16,288	16,774	17,274	18,043	18,799	19,662
5	16,369	16,869	17,382	17,881	18,664	19,460	20,350
6	16,936	17,449	17,975	18,488	19,298	20,108	21,052
7		18,043	18,569	19,095	19,932	20,755	21,754
8			19,163	19,703	20,553	21,417	22,442
9				20,310	21,187	22,064	23,144
10				20,917	21,821	22,712	23,846
11							24,534
12							25,236
20	17,382	18,488	19,608	21,363	22,267	23,157	25,681

Add \$782 for Master's Degree. Add \$1,564 for Doctor's Degree. Nurses at 100% of schedule. The increment for a Master's Degree will not be granted when credit is given for the Doctorate.

EXTRACURRICULAR SCHEDULE

ACTIVITY	Boys/ Girls	Index	1981-82 Salary
H.S. Athletic Director		.2100	2,834
FOOTBALL			
Varsity	B	.2072	2,796
Varsity Assistant	B	.1409	1,901
B Squad	B	.1061	1,432
B Squad Assistant	B	.1008	1,360
Freshman	B	.0849	1,146
Freshman Assistant	B	.0725	978
Elementary "A"	B/G	.0366	494
BASKETBALL			
H.S. Varsity	B	.2070	2,793
B Squad	B	.1507	2,034
Freshman	B	.0775	1,046
H.S. Varsity	G	.2070	2,793
B Squad	G	.1507	2,034
Freshman	G	.0775	1,046
7th/8th Combined	G	.0674	910
7th/8th Combined	B	.0674	910

EXTRACURRICULAR SCHEDULE

Elementary "A"	B/G	.0708	955
Elementary "B"	B/G	.0708	955
BASEBALL/SOFTBALL			
H.S. Varsity	B	.1528	2,062
B Squad	B	.1209	1,632
Freshman	B	.0766	1,034
8th Grade	B	.0524	707
H.S. Varsity	G	.1528	2,062
B Squad	G	.1209	1,632
Freshman	G	.0766	1,034
8th Grade	G	.0524	707
Elementary "A"	B/G	.0262	354
Elementary "B"	B/G	.0262	354
TRACK			
Varsity	B	.1528	2,062
Varsity	G	.1528	2,062
Varsity Assistant	B/G	.1209	1,632
Freshman	B	.0716	966
Freshman	G	.0716	966
7th/8th Combined	B	.0599	808

EXTRACURRICULAR SCHEDULE

	7th/8th Assistant	B/G	.0599	808
	7th/8th Combined	G	.0599	808
	Elementary "A"	B/G	.0119	161
	Elementary "B"	B/G	.0119	161
	CROSS COUNTRY			
	Varsity	B/G	.1209	1,632
	Freshman	B/G	.0449	606
	J.H.S. Varsity	B/G	.0449	606
97	Elementary	B/G	.0150	202
	TENNIS			
	Varsity	B	.1309	1,767
	Varsity	G	.1309	1,767
	GOLF			
	Varsity	B/G	.1108	1,495
	WRESTLING			
	Varsity	B	.1655	2,233
	Varsity Assistant	B	.1305	1,761
	Freshman	B	.0733	989
	7th/8th Combined	B	.0599	808

EXTRACURRICULAR SCHEDULE

VOLLEYBALL

H.S. Varsity	G	.1104	1,490
B Squad	G	.0966	1,304
Freshman	G	.0599	808
7th/8th Combined	G	.0599	808
Elementary	B/G	.0209	282

GYMNASTICS

H.S. Varsity	G	.1655	2,233
H.S. Varsity Assistant	G	.1104	1,490

INTRAMURALS (paid \$9.56 by the hour)

H.S. Boys/Girls		.0851	1,148
J.H.S. Boys/Girls		.2319	3,129
Elementary		.0792	1,069

RELATED ACTIVITIES

J.H.S. Athletic Director (94 hours)		.0696	939
J.H.S. Pep Club/Cheerleader Advisor		.0195	263
H.S. Marching Unit Director		.0786	1,061
H.S. Marching Unit Assistant		.0404	545
H.S. Cheerleader Advisor		.0404	545
H.S. Equipment Manager		.0629	849

OTHER ACTIVITIES

J.H.S. Music Instrument/Vocal	.0886	1,196
J.H.S. Student Government	.0442	596
J.H.S. Bus Pupil Supervision (Shaw, Libby, Sacajawea, Glover)	.0389	525
J.H.S. Cafeteria Supervisor	.1330	1,795
H.S. Music Instrumental	.1452	1,959
H.S. Music Vocal	.1452	1,959
H.S. Debate	.0950	1,282
H.S. Student Government	.0950	1,282
H.S. Publications	.0905	1,221
H.S. Dramatics	.0853	1,151
H.S. Senior Activities	.0546	737
H.S. Photography	.0307	414
H.S. Stage Instruction	.0262	354
H.S. Audiovisual	.0389	525
H.S. Cafeteria Supervisor	.1330	1,795
H.S. Vocational/College Coordinator	.0516	696
H.S. Exigency Fund	.0651	879
Joseph Jantsch H.S.	.2100	2,834
Elementary Music Specialists	\$26 per performance	
Elementary School Patrol Supervisors	Paid at hourly rate	
	for certificated employees	

HOURLY RATES FOR CERTIFICATED EMPLOYEES

Certificated hourly employees who teach Traffic Safety, All City Music, Intramurals, or Summer School shall be paid at the rate of \$9.83 per hour during the 1981-82 school year.

Certificated hourly employees hired as head teachers for summer school shall be paid at the rate of \$10.97 per hour during the 1981-82 school year.

District employees who are paid at an hourly rate, who are not listed above (e.g., student supervisors, ticket takers/sellers, student chaperons, etc.) perform such voluntary functions totally outside the scope of this agreement, and shall be paid at a rate agreed upon by the individual.

FRINGE BENEFITS

During the 1981-82 contract year, the District agrees to maintain all existing insurance programs (Medical, Dental, Vision, Life) at the composite premium rate. It is agreed that the District will contribute up to and including \$121 per month per full-time employee. The first dollar amounts will be applied to Dental, Vision, and Life insurance with the balance of the maximum contribution applied to Medical, Salary, or neither insurance coverage as determined by the employee.

Approved programs are as follows:

1. Medical Service Corporation of Spokane No. C8117
2. Blue Cross of Washington and Alaska Plan 365 with double life
3. Cooperative Health Plan (INA)
4. Medical Service Corporation Vision Insurance Plan

- 5. Washington Dental Service Plan No. 186
- 6. Life Insurance Plan of Standard Life Insurance Company

USE OF PERSONAL VEHICLES/ MILEAGE ALLOWANCE

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:

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.

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 events requiring transportation of students and in situations wherein school vehicle transportation is impractical.

Mileage allowance shall not be made for the transportation of employees to and from their homes.

Other transportation may be authorized for a specific purpose as provided under Absences for Educational Meetings and Community Service in the Leaves of Absences provision in the current bargaining agreement.

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

DISTRIBUTION OF AGREEMENT

Within thirty (30) days following the ratification and signing of this contract, the District shall print enough copies of this contract for each certificated employee, and the Association will accept the contracts 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. All certificated individuals making employment application to the District shall be provided for their examination a copy of the contract by the District upon request.

The cost of printing of the contract 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 contract prior to the printing.

In order to ensure that all certificated employees obtain a copy of this contract, the Board shall provide the Association with a monthly updated list of new employees and their assignments.

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.

SUPPLEMENTAL AGREEMENT

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 mat-

ters as stipulated by the Preamble/Purpose of this agreement.

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.

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

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.

DURATION

This agreement shall be effective the first (1st) day of September, 1981, ~~and shall remain in full force and effect until the 31st day of August, 1983.~~

The parties agree to reopen this agreement at the end of the 1981-82 year for the purpose of bargaining economic items (Salaries and Fringe Benefits) and two (2) other items chosen by each party. Either party shall notify the other in writing if it desires to initiate negotiations to modify the agreement for the second year of the agreement and/or for a new term. In the event that such notice is given, negotiations shall begin not later than May 1 of the year notice is given.

THIS AGREEMENT APPROVED BY:

SPOKANE EDUCATION ASSOCIATION

Francis Scott
President

Delores J. Daniels

John O. O'Leary

Trana H. Christ

Judy A. Semp

Ronald Keulen

Date September 2, 1981

SPOKANE SCHOOL DISTRICT NO. 81

Raymond J. Jones
President

Donald T. Smith
Secretary

Steve Adams
Chief Negotiator

Date September 2, 1981

District Negotiating Team:

- Richard Clauss
- Gene D. Fiksdal
- Thomas H. Jones
- Cynthia Lambarth
- Jackson Mathews

SPOKANE PUBLIC SCHOOLS
Spokane, Washington

PERFORMANCE EVALUATION REPORT FOR TEACHERS

105

NAME	(Last)	(First)	(Middle)	Date	Type of Evaluation
					_____ Annual
SCHOOL or LOCATION		ASSIGNMENT			_____ 90-Day
					_____ Other

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

106

Supervisor(s)

Signature(s) _____

Title _____ Title _____

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 _____

107

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 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

INSTRUCTIONAL SKILLS

- 108 _____ 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

CLASSROOM MANAGEMENT

- _____ A. Selects and prepares equipment and materials in advance of lesson.
 - _____ B. Maintains orderly, attractive, and stimulating classroom environment and 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 students 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 process.
-

Comments

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

III

- _____ 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 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 responsibility.
 - _____ E. Enlists the assistance of counselors, vice principal, principal, and other 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 responsibilities.
 - _____ 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.
-

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

114

NAME	(Last)	(First)	(Middle)	Date	Type of Evaluation
					_____ Annual
SCHOOL or LOCATION		ASSIGNMENT			_____ 90-Day
					_____ Other

Professional Preparation and Scholarship	_____	Work Station Management	_____
Knowledge of Specialty Area	_____	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

115

Supervisor(s)
Signature(s) _____

Title _____ Title _____

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 _____

116

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 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

117

- _____ 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 utilization 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 manner.
 - _____ C. Evaluates individual student progress and maintains records as appropriate 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 time.
 - _____ B. Maintains orderly, attractive, and stimulating station environment and atmosphere.
 - _____ 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 process.
 - _____ G. Exhibits self-control, mature behavior, and judgment.
-

Comments

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

120

- _____ A. Establishes and maintains order and discipline in the work station including:
 - (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 responsibility.
 - _____ 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 school.
-

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

SPOKANE PUBLIC SCHOOLS
Spokane, Washington

PERFORMANCE EVALUATION REPORT FOR
CERTIFICATED CENTRAL & REGIONAL SUPPORT STAFF

122

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 _____

Work station management _____

School finance _____

Professional preparation and
scholarship _____

Effort toward improvement,
when needed _____

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

Leadership _____

Ability and performance of
evaluation of personnel _____

Development of reports and
proposals as required in
assigned tasks _____

Coordination of inservice
programs _____

Overall Professional Appraisal

_____ Satisfactory

_____ Requires Improvement

_____ Unsatisfactory

Supervisor Comments

Supervisor(s)

Signature(s) _____

Title _____ Title _____

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.

125

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
PERFORMANCE EVALUATION REPORT FOR
BUILDING LEVEL SUPPORT STAFF

128

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

Work station management

School finance

Professional Preparation and
Scholarship

Effort toward improvement,
when needed

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

Leadership

Ability and performance of
evaluation of personnel

Development of reports and
proposals as required in
assigned tasks

Coordination of inservice
programs

Overall Professional Appraisal

_____ Satisfactory

_____ Requires Improvement

_____ Unsatisfactory

Supervisor Comments

Supervisor(s)

Signature(s) _____

Title _____

Title _____

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.

131

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

PERFORMANCE EVALUATION REPORT FOR ESA
CERTIFICATED SUPPORT EMPLOYEES

134

NAME	(Last)	(First)	(Middle)	Date	Type of Evaluation
					_____ Annual
					_____ 90-Day
					_____ Other
SCHOOL or LOCATION			ASSIGNMENT		

Professional Preparation and Scholarship _____
Knowledge of Specialty Area _____
Specialty and Professional Skills _____
Interest in Students _____

Work Station Management _____
Effort Toward Improvement When Needed _____
Professional Characteristics _____
Handling of Student Discipline and Attendant Problems _____

135 **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 is current in that subject or grade level.

Comments

137

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 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 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

140

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 supportive personnel when appropriate.
- _____ E. Assists in maintaining control and enforcing rules throughout the school.

Comments

ADDENDUM F

SPOKANE SCHOOL DISTRICT NO. 81 Spokane County, Washington PERSONNEL CONTRACT AGREEMENT

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 as 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.

EXTRACURRICULAR ACTIVITIES AND MISCELLANEOUS DUTIES

Code

Scheduled Assignment*

Scheduled Compensation

(Subject to any attached rider)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

146

*This assignment shall be effective and binding upon the parties if there is sufficient student participation in the activity at the time of the first game, meet, or match.

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.

IMPORTANT: SIGN IN ONLY ONE PLACE
READ BOTH PROVISIONS CAREFULLY BEFORE SIGNING

147 I HEREBY ACCEPT THE OFFER BY THE SCHOOL DISTRICT FOR **BOTH** THE CURRICULAR POSITION AND THE EXTRACURRICULAR ACTIVITIES AND MISCELLANEOUS DUTIES LISTED ABOVE. (This provision should also be signed if no assignments are listed in the Extracurricular Activities and Miscellaneous Duties section and you wish to accept the District's curricular offer.)

Signature of Employee

Date

Address

I HEREBY ACCEPT THE OFFER BY THE SCHOOL DISTRICT FOR THE CURRICULAR POSITION ONLY AND REJECT THE OFFER FOR THE EXTRACURRICULAR ACTIVITIES AND MISCELLANEOUS DUTIES LISTED ABOVE. (Sign here only if Extracurricular Activities and Miscellaneous Duties assignments are listed and you do not desire to accept them.)

148

Signature of Employee

Date

Address

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

BY _____
President, Board of Directors

Date

ATTEST: _____
Secretary, Board of Directors

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