

September 1, 2022 – August 31, 2025

Collective Bargaining Agreement

between

Spokane School District No. 81
Board of Directors
and the
Spokane Education
Association

Representing

Secretarial / Clerical



Spokane Public Schools
excellence for everyone

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PREAMBLE

This Agreement is made and entered into between Spokane School District No. 81, hereinafter referred to as the “District,” and the Spokane Education Association, hereinafter referred to as the “Association,” on behalf of the Secretarial/Clerical employees of the District.

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

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

- engage in open, honest, and appropriate communication
- share information, knowledge, and experience
- address concerns through collaborative problem solving
- refrain from making judgments until we have a clear understanding of the issues involved
- provide individuals with the opportunity to be involved in those decisions that directly affect their work situation
- value each individual in the organization and respect individual differences
- encourage innovation and risk-taking with a focus on the improvement of student learning

The Association and District believe in the value of identifying our mutual interests and working together to address those interests. A shared understanding of our common interests will allow us to maximize the personal, creative, and academic potential of each student and staff member in the school system.

We are committed to continued work on the following mutual interests:

Improved Student Learning – The Association and the District participate as equal partners in the responsibility to improve instruction and raise levels of academic achievement. We believe that all members of the education community share accountability for student performance. We understand that significant improvement in student learning will require changes in the traditional educational system.

In our commitment to improve student learning, we will continue to focus our collective efforts on building instructional capacity of all staff for the purpose of enhancing effective classroom instruction. All strategies used to improve student learning will align with this joint agreement between the Spokane Education Association and Spokane Public Schools.

Site-Based Governance – The Association and the District support efforts to decentralize the decision making structure so that decisions are made by individuals most impacted by them. We believe that site-based decision-making is a democratic approach to problem solving and planning which values consensus among teachers, educational support personnel, parents, administrators,

and students. The focus of site-based decision-making is on the fundamental issues of school improvement. No decisions made by site-based governance committees may in any way alter or change the terms set forth in this bargaining agreement unless the waiver process as outlined in this agreement is followed.

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

ARTICLE I – ADMINISTRATION

Section 1 – Definitions

- A. The term "District" shall mean the Spokane School District #81, Spokane County, Washington State, or its agents.
- B. The term "Board" shall mean the Board of Directors of the District.
- C. The term "Association" and/or "Union" shall mean the Spokane Education Association, which is affiliated with the Washington Education Association, and the National Education Association.
- D. The term "parties" shall mean the District and the Association.
- E. The term "Agreement" shall mean this collective bargaining agreement (CBA), which shall be signed by the parties.
- F. The term "employee" shall mean any member of the bargaining unit as set out in this Agreement.
- G. The term "day" shall mean any day the District Business Office is open for business with the public unless otherwise specified in specific sections of this agreement.
- H. The term "Superintendent" shall mean the chief administrative officer of the District or their designee.
- I. The term "President" shall mean the president of the association or their designee
- J. The term "seniority" shall mean length of time the employee has had uninterrupted service, including any paid leave, in a position represented in the bargaining unit (excluding summer and school year breaks). Substitute experience and service of two (2) hours or fewer daily will be excluded when computing seniority.
- K. The term "group" shall mean job titles that are similar in nature. Groups included in this CBA are Library Clerks and Secretarial/Clerical.
- L. The term "level" shall mean pay level. See Addendum F.
- M. The term "job title" shall mean a specific job in each level. See Addendum F.
- N. The term "RCW" shall mean the Revised Code of Washington.
- O. The term "WAC" shall mean the Washington Administrative Code.

Section 2 – Recognition

- A. The District hereby recognizes the Spokane Education Association an affiliate of the Washington Education Association and the National Education Association, as the exclusive bargaining representative for all secretarial/clerical personnel, including substitutes as per the Public Employment Relations Commission (PERC) decision of May 2, 1980 (Case No. 1455 C-78-64, Decision No. 874-Educ.), and part-time secretarial/clerical employees employed by the District. Such representation excludes superintendent, associate superintendent(s), assistant superintendent(s), other chief administrators of the District, other secretarial/clerical positions having administrative and/or supervisory functions, and confidential employees as above terms are defined in RCW 41.59.020, principals, and assistant principals.
- B. Disagreements regarding representation of a secretarial/clerical position shall be resolved by petition to PERC.

Section 3 – Conformity to Law

- A. If any provision of this Agreement or if 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.
- B. If any provision of this Agreement or of the application of such provision should be found contrary, the District and Association shall enter into negotiations within ten (10) days.

Section 4 – Nondiscrimination

- A. The provisions of this Agreement shall be applied equally to all employees without discrimination as to race, color, creed or religion, ancestry, national origin, gender/sex, age, marital status, or family relationship, except where covered by chapter 42.23 RCW, sexual orientation including gender expression or identity, disability, the use of a trained dog guide or service animal by a person with a disability, or honorably-discharged veteran or military status. Both the District and the Association shall bear the responsibility for complying with this provision of the Agreement. The parties agree to not use this clause to file frivolous grievances.

- B. 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, or its representatives.
- C. Further, the personal and private lives of employees are not a matter of concern of the District or the Association unless the employee's work performance is adversely affected.
- D. The District agrees not to interfere with the rights of employees to become members of the Association.
- E. The parties further agree that decisions of employees regarding volunteer assignments including voluntary workshops and in-service training which are outside their regular workday duties shall be made absent coercion, pressure, or unlawful discrimination.
- F. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both masculine and feminine, and words denoting numbers shall include both the singular and the plural.

Section 5 – Embodiment

- A. The Agreement expressed herein constitutes the entire agreement between the parties except as this Agreement may be amended through a memorandum of understanding (MOU) or the contract waiver process contained in this Agreement, and no oral statement shall add to or supersede any of its provisions.

Section 6 – Contract Waiver Process

- A. Sites wishing to apply for a waiver shall work in conjunction with building administrators, building leadership teams, and SEA building representatives to develop contract waivers. Sites are encouraged to communicate early in the development process with the Labor Management.
- B. Any site wishing to apply for a waiver from the collective bargaining agreement must follow the process outlined below and consider all affected staff:
 - 1. The waiver request must be in writing and shall specify the following (see contract waiver form in Addendum C)
 - a. The contract provisions to be waived
 - b. The goal, objective or action that requires the waiver
 - c. The policy, guidelines or procedures that replace the contract provisions to be waived

2. Once formalized in writing, building administrators and SEA representatives shall send the waiver to SEA and the District. Any change to the written waiver will be communicated to SEA and the District. "Affected SEA members" shall be identified by the District and the Association.
 3. The building shall hold at least one (1) meeting to discuss the waiver and all members shall receive a copy of the waiver request. Building, Association and District representatives may be involved in the meeting.
 4. All affected SEA members in the building shall vote on the waiver request. Voting shall be done by confidential paper ballot or anonymous on-line system.
 5. The ballots shall be tallied by SEA building representative(s) and the principal or designee.
 6. Eighty-five percent (85%) or more of the affected SEA members must vote to approve the waiver request in order for it to continue the process for approval.
 7. The building representative(s) shall forward the waiver request to the Association President for consideration by the Executive Board at their next regularly scheduled meeting.
 8. Should the Executive Board approve the waiver request, the Association President shall forward it to the Superintendent for consideration by the School Board at their next regularly scheduled meeting.
- C. Only after the entire process has been completed and all parties have approved, can the waiver be put into effect. Waivers shall be in effect for one (1) school year only, and can be renewed for one (1) additional year by a majority vote, unless an approved grant requires a multi-year commitment. Minor changes to the waiver that do not change the intent, can be approved at the building level by a majority vote. A permanent change to the contract may be considered in the next bargaining negotiation sessions.
- D. Except to the extent waived, this Agreement shall remain in full force and effect

Section 7 – Distribution of Agreement

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

- B. The cost of printing the Agreement shall be borne equally by the District and the Association. The District and the Association shall jointly agree to the format and shall proof the Agreement prior to the printing.
- C. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, and one (1) by the Association.

ARTICLE II – BUSINESS

Section 1- Administration of the Agreement

- A. The District and the Association shall conduct regular Labor Management meetings for the purpose of providing continuing communication between the parties and promoting constructive Labor Management relations. Each party shall determine their own representation and will jointly decide upon the meeting format.
- B. Meetings shall be conducted regularly between the superintendent and/or designee and the Association president and/or designee to discuss district and school operations affecting employees. These shall be information sharing only. By mutual agreement, additional representatives of either party may be in attendance.
- C. The District and Association will establish a Secretarial/Clerical Leadership Team that will meet on a regular basis to discuss and address unit specific issues as they arise.

Section 2 – Committees

- A. The District shall inform the Association at Labor Management or Leadership Team meetings when District committees are to be formed. It will be determined at Labor Management if the committee shall be a joint committee or a District committee.
 - 1. An SEA representative shall not be excluded from attending a District committee meeting as an observer.
 - 2. A joint committee shall have equal representation of District representatives and SEA representatives. SEA representatives shall be appointed by the SEA President. The District and its designees are not obligated to make known the formation of committees which are not composed of represented employees.

Section 3 – Dues Deduction

- A. Association Dues
 - 1. Association dues are determined by the Association. Questions about dues should be directed to the Association. Changes to dues deduction amounts shall be provided to the District by September 1st of each year.
 - 2. Any changes to dues deduction amounts for individuals shall be provided to the District by the 10th of each month.

3. Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period, according to the usual administrative cycle.
4. The Association shall have the right to have deducted from the salary of members of the Association, an amount equal to the fees and dues required for membership in the Spokane Education Association, WEA and NEA. Payroll deduction shall also be available for those employees belonging to WEA-PAC and the NEA Fund for Children and Public Education.
5. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to the WEA by the employee.

Section 4 – Association Rights

- A. The District will provide the Association with the use of the District interschool mail facilities for distribution of official Association communication so long as such communications are clearly labeled as Association materials and provided further that such communications are not in violation of the law. Courtesy copies will be made available to the District and the principal/supervisor upon request.
- B. 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.
- C. Other than meetings as provided above duly authorized representatives of the Association and its respective affiliates shall be permitted to transact Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Provided further that said representatives shall notify the building administrator or designee of their presence.
- D. 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;
 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.

- E. The Association and its members shall have the right to use the District email and other electronic communication systems consistent with District policy and state law. Electronic files exist and are subject to public disclosure.
- F. The District agrees to furnish the Association all public records pursuant to state law.
- G. The Association will be authorized to hold four (4) school/site meetings a year during the thirty (30) minutes before or after the student day.
- H. The Association shall have at least thirty (30) minutes on the agenda at the New Employee Orientation Meetings. The Association and District will work together to assure that the Association placement on the agenda maximizes attendance and possible participation. Association membership forms and related information provided by the Association will be included in all new hire packets.
 - 1. The District will collect from all those in attendance employee name, employee ID, mailing address, personal email address, personal phone number and provide it to the Association.
- I. If the District is sponsoring a job or benefit fair, it will make every effort to invite the Association who will have the right to operate its own table or booth to provide information to participants throughout the duration of the event. The Association will assume any cost for having a booth at the event. The provision is not subject to the grievance process.
- J. On the first district working day of each month, the District will provide a report of represented employee positions that includes employee name, employee ID, mailing address, hire date, work location, position description, bargaining unit, anticipated salary, and work email.

Section 5 – Management Rights

- A. The District retains the right, unless modified by specific provisions within this agreement, to direct all employees, hire, promote, demote, assign, reassign, determine the duties of, and retain employees and to suspend or discharge them for sufficient cause, relieve employees from duties because of lack of work or other legitimate reasons, determine the method, number and kinds of personnel required.

- B. 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.
- C. The foregoing enumerated functions of the Board shall not be deemed to exclude other functions of the Board not specifically set forth.
- D. 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 procedures.

Section 6 – No Strike/No Lockout

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

ARTICLE III – PERSONNEL

Section 1 – Job Descriptions

- A. Job descriptions for all positions subject to this Agreement will be developed by the District.
 - 1. No changes in job descriptions shall be made without good faith consultation with the Association addressing the District's perceived need for the change and suggested alternatives.
 - 2. Such job descriptions shall not describe any job in terms of responsibilities that rightfully belong within another bargaining unit or job title.
 - 3. Any represented employee may submit written recommendations regarding job descriptions to the Human Resources department.
 - 4. Any changes in qualifications required in job descriptions shall apply to only employees not currently in those positions, except for changes in required licensing or state and federal laws which all employees must meet.
 - 5. If job descriptions for current positions are modified in a manner that would exclude current employees for assignment to those positions, all employees currently working in that position or similar positions shall be held-harmless as deemed qualified for assignment under that job description, except for changes in required licensing or state and federal laws which all employees must meet.

- B. When an employee feels that they're being asked to perform inappropriate job duties, the employee has the right to discuss the concern with their supervisor and/or program director without being disciplined for bringing forth the concern. Employees shall have the right to representation by the Association in any meetings with the supervisor concerning requests to perform inappropriate job duties.

- C. In the event a new job title or level is established, the applicable wage rate shall be negotiated. Every effort shall be made to negotiate the salary placement as soon as reasonably possible. Once the rate is established for the new job title or level, it shall become a part of the salary schedule and be paid retroactively to the employee dating back to the date when the employee started work in the new job title or level.

- D. New hires may be required to pass a physical exam done by an outside firm and meet the physical requirements as specified in the job description. Employees wishing to transfer from a non-lifting to a lifting position may be required to pass a physical exam done by an outside firm. All physical exams done by an outside firm shall be paid by the District.

- E. Employees working under this Agreement shall be assigned work only in their particular department. Should a condition arise that endangers life or property they may be assigned to work temporarily in another department. The District will consult with the Association in such instances.

- F. Any District employee who is assigned a position which requires driving a District vehicle must be insurable by the District carrier. Failure to maintain insurability will not result in job loss.
- G. It is not the responsibility of secretarial/clerical staff to supervise before school, after school, or lunch detention as part of their regular work time.
- H. Secretarial/clerical staff will supervise students who need to wait in the school office, however, it is not the responsibility of secretarial/clerical staff to discipline or supervise for extended periods of time. Office staff shall be involved in discussions about a school wide discipline plan and kept informed as the plan is developed. They shall be actively involved in the components of the plan as it relates to children being sent to the office, so they are aware of what to do with students in those instances.
- I. Every reasonable effort will be made to ensure an administrator or designee is available during the student day to handle student discipline problems. If an administrator is not in the building, employees will be made aware of who is serving as the designee, unless the administrator has been called away from the office for an emergency.
- J. Employees do not have to diaper or change soiled undergarments of students. Building administration and/or the school counselor shall be notified if a solution is not found for the student in a reasonable amount of time.

Section 2 – School Calendar

- A. The adopted calendars are found in Addendum D of this Agreement. For classified staff with a work year less than twelve (12) months, refer to Dates of Employment information attached in Addendum D-4 of this Agreement.
- B. The Association and District Calendar shall follow the continuing calendar concepts as outlined below:
 - 1. The three consecutive days before the first day of school shall be work days for certificated staff. Two (2) days will be directed by the principal or program and one (1) will be for a teacher workday. The order of these days shall be determined by the affected members in each building. In the event the certificated staff negotiates a change to these days, this language will also be updated.
 - 2. The first day of instruction shall be outlined in the Certificated Bargaining Agreement.
 - 3. Labor Day, Veteran's Day (observed), Martin Luther King's Birthday, President's Day, Juneteenth, and Memorial Day shall be non-student days. Should the school year extend beyond June 19th, then Juneteenth shall be a non-student day.

4. The day before Thanksgiving, Thanksgiving Day, and the day after Thanksgiving shall be non-student, non-working days. When not feasible, the parties will come together to schedule the break.
5. Winter Break shall be two (2) weeks long and shall be inclusive of three (3) weekends. When not feasible, the parties will come together to schedule the break.
6. Spring Break shall be the first full week of April. If not feasible, the parties will come together to schedule the break.
7. Professional Learning Improvement days and collaboration late arrival days will be designated in the attached calendars.
8. The conference schedule is addressed in the parent teacher conference section of the Certificated CBA. In the event the Certificated calendar includes conferences occurring on a full day, with no students present, no employee in this bargaining unit will lose pay as a result of this calendar change. Opportunities for training, completing work in the office, or other office related work as assigned will be provided.
9. Semester Break Day is designated in the attached calendars. This shall be a non-student day unless the day is needed for a Weather Make-Up day, consistent with the order designated on the published calendar.
10. The last day of the school year will be a half-day for students. It shall be a three (3) hour day for students. Special sites may have varying hours. Certificated employees may leave when the building is clear of students. Classified employees must work their assigned hours or take leave. End of year check-out may not interrupt instruction.
11. Weather make-up: If weather make-up days are necessary, they will be used in the order designated on the published calendars.
12. In the event the District delays the start of school by one (1) or more hours due to weather, employees have the option of using Emergency Leave in order to travel to work when the roads have improved. In the event there is a unique situation that will result in the employee's arrival to work being delayed by thirty (30) minutes or less from their normal scheduled start time, the employee will contact the supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.

Section 3 – Holidays

- A. Twelve month employees shall receive the following paid holidays: Labor Day, Veteran's Day, Thanksgiving Day and the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day, Juneteenth, and Independence Day.
- B. Non-twelve-month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day, and Juneteenth.
- C. Employees working less than a twelve-month calendar year shall have access to the Independence Day holiday if their regular work year extends beyond July 4; or if they are assigned to work during the summer and their assignment includes work before and after July 4.
- D. Employees shall have access to the Juneteenth holiday if their work year extends beyond June 19th, or if they are assigned to work during the summer and their assignment includes work before and after June 19th.
- E. Should a holiday fall on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.
- F. Should Christmas Eve Day/New Year's Eve Day fall on a Friday, the holiday shall be observed on the preceding Thursday. Should these days fall on a Saturday or Sunday the holiday shall be observed on the preceding Friday.
- G. Any employee required to work on any of the listed holidays shall be paid at the double-time rate in addition to their regular pay. The employee at their option has the right to take compensatory time at the rate it was earned instead of pay. Employees will not be required to work on Labor Day except in emergency situation.

Section 4 – Length of Workday

- A. The workday shall be in accordance with the hours defined by the position description terms of employment.
- B. Additional hours worked beyond the regular shift shall be paid at the employee's regular hourly rate of pay. Any time worked in excess of eight (8) hours per day during the regular work week shall be at the rate of time and one-half (1 ½) times the employee's regular hourly rate of pay. All hours worked beyond forty (40) hours per week including paid leave and paid holidays shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. Approval for additional time or overtime must be obtained in advance from the building principal or program manager.

1. During a district designated nonwork/nonpaid day in instances of more than a 260-day work year, employees called in to perform work by their District supervisor will be paid the double time (2X) rate.
- C. The parties agree to comply with the requirements of the Fair Labor Standards Act.
- D. Public access to the school office shall be consistent across the District. The main phone line shall be on during public access hours. With supervisory approval, shifts may be staggered to meet the needs of the office and/or school as long as the hours listed below are covered.
1. Elementary School 7:30 a.m. – 4:00 p.m.
 2. Middle School 8:00 a.m. – 4:30 p.m.
 3. High School 7:00 a.m. – 3:30 p.m.

Section 5 – Rest Periods and Meal Breaks

A. Rest Periods

1. Rest periods shall be duty free and provided as follows:
 - a. Employees working three (3) hours shall receive a ten (10) minute rest period.
 - b. Employees working four (4) to five (5) hours shall receive a fifteen (15) minute rest period.
 - c. Employees working six (6) to seven (7) hours per day will be provided one (1) ten (10) minute and one (1) fifteen (15) minute rest period.
 - d. Employees working eight (8) hours per day shall be provided two (2) fifteen (15) minute rest periods.
 - e. Employees working ten (10) or more hours will be provided an additional ten (10) minute rest period.
2. The rest period will be scheduled by their supervisor as near the midpoint of their work period as practicable.
3. Rest periods may not be scheduled so as to extend the meal period or alter the employee's scheduled start or end time.

B. No wage deduction shall be made for such rest periods.

C. Meal Breaks

1. Employees working five (5) hours or more shall receive an unpaid meal period of not less than thirty (30) minutes per day.
2. The meal period shall be scheduled by the supervisor as near the midpoint of their work period as practicable.
3. In an emergency situation, should an employee not be completely relieved from duty during their meal break, such time will be paid as work time. Overtime pay rates shall be paid if applicable.
4. Employees working three (3) hours or more past the normal work shift shall receive one (1) thirty (30) minute unpaid meal break during the overtime period.

D. Employees shall have the option to leave their work sites during meal breaks upon notification to the principal and/or supervisor.

Section 6 – Optional Summer Hours

A. Twelve-month employees may request a four (4) day per week, ten (10) hour per day (4/10) work schedule starting on the Monday following the Independence Day Holiday through the first week of August.

1. The four/ten (4/10) workweek must be prearranged, scheduled, and approved by the supervisor.
2. Workstations and telephones must be covered during the published public access summer hours, Monday through Friday, by a bargaining unit person.
3. Productivity and work expectations will be equivalent to the regular five-day, eight-hour (5/8) workweek.

B. The ten-hour (10) day may be scheduled between the hours of 6:00 am and 6:00 pm with one-half (1/2) hour lunch period.

C. The 4/10 week shall not result in overtime, compensatory time, or substitute cost to the District.

D. No 10-month employee shall be required to open offices during the summer months.

Section 7 – Allocation of Hours for School Secretaries

- A. Staffing at each school site shall be allocated based on student headcount. Preschool students, regardless if they attend full day or half day preschool, shall count as a full 1.0 student.
 - 1. Adjustments shall be made annually in November based on the October 1st student data. If a site is determined to lose or gain hours as of October 1st, it will be confirmed on the November 1st count before allocations are changed.
 - a. In the event a program is added to a school after November, the allocation is reviewed and recalculated.
 - 2. The District shall adjust/allocate staffing appropriately for the upcoming school year in the Spring or when the relocation is implemented. These adjustments will be considered added, relocated, or other program changes along with projected enrollment changes for the subsequent year.
 - 3. Elementary schools shall receive seventeen (17) secretarial hours per day for 204 days per year as a base FTE and to address single point of entry. Additional hours shall be added for increased student headcount and percentage of free and reduced lunch students.

<u>Student Headcount</u>	<u>Additional Hours per Day</u>
300	1.0
350	2.0
400	3.0
450	4.0
500	5.0
550	6.0
600	7.0
650	8.0

- a. If the free and reduced lunch percentage is seventy-five percent (75%) or above the school shall receive one (1) additional hour, until the free and reduced percentage reaches eighty-five percent (85%).
 - b. If the free and reduced lunch percentage is eighty-five percent (85%) and above, the school shall receive two (2) additional hours.
- 4. Middle schools shall receive 3.6 FTE as a base FTE plus two (2) additional hours for single point of entry. Additional FTE shall be added for increased student headcount.

<u>Student Headcount</u>	<u>Additional FTE</u>
700	0.10
800	0.20

900	0.30
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- a. If the free and reduced lunch percentage is eighty percent (80%) and above, the school shall receive 0.10 additional FTE.
5. High schools shall receive eight (8) FTE plus two (2) additional hours for single point of entry, as base FTE. Additional FTE shall be added for increased student headcount.

<u>Student Headcount</u>	<u>Additional FTE</u>
1,600	0.40
1,700	0.80
1,800	1.20

- a. If the free and reduced lunch percentage is seventy-five percent (75%) and above, the school shall receive 0.10 additional FTE.
- B. Middle schools and high schools shall use the FTE chart (Addendum E) to help determine FTE for their site.
1. Any new postings for Level six (6) Middle School Support Secretaries will be for 204 days; starting ten (10) days before the first day of school and ending four (4) days after the last student day.
 2. Any new postings for Level six (6) High School Support Secretaries will be for 204 days; starting ten (10) days before the first day of school and ending four (4) days after the last student day.
 3. All current Middle School & High School Support Secretaries will be able to choose to retain their current days of the year (198, 204, 211, 214) or can elect to move to the new 204 (Middle School) or 204 (High School) days beginning the 2022-23 school year.
- C. Office Managers shall be eight (8) hours employees at all sites (204 days at elementary, 214 days at middle school, 260 days at high school).
1. Elementary Office Managers and Support Secretaries will start ten (10) days before the first day of school and ending four (4) days after the last student day.
 - a. Each building will receive two (2) days of optional hours for the building principal and office manager to determine if tasks are needed to be completed at the beginning of the school year.
 2. Any new postings for Level six (6) Elementary School Support Secretaries will be 204 days: starting ten (10) days before the first day of school and ending four (4) days after the last student day.

3. Middle School Office Managers will start fourteen (14) days before the first student day and end ten (10) days after the last student day.
- D. Lead Bookkeepers at the high school shall be eight (8) hour, 260 day employees. One (1) Bookkeeper at the high school shall be an eight (8) hours employee.
 - E. Data processors at the high school shall be eight (8) hours, Level 8's and will be for 214 days; starting fourteen (14) days before the first student day and ten (10) days after the last student day.
 - F. The District and the SEA support the idea of moving positions to eight (8) hour positions whenever possible to create more consistency from site to site and to create better jobs for employees. As positions become vacant, each site shall move to make as many eight (8) hours positions as possible. The parties also support the idea of making the length of the year more consistent across the District.
 - G. The District shall determine the start and end dates for all employees. These dates shall be provided to employees prior to the end of the school year. If non-student days are built into the calendar, it will be made clear which days secretarial/clerical staff are required to work. The work year may be adjusted in response to District needs; reasonable notice will be provided to both the Association and affected employees in such instances.
 - H. Special Site Staffing Provisions:
 1. The District will implement Special Site staffing levels consistent with October 1st student enrollment counts. The methodology used will consider school size, complexity, and minimum staffing levels. Any reductions to existing staffing levels (including loss of days) will be subject to Assignment and Transfer language.
 2. Special Site Office Managers shall be eight (8) hour employees and work year shall reflect determined staffing levels reflective of programmatic needs.
 3. Designation as a Special Site will be determined by the District and will be provided to the Association annually and when any changes are made.
 4. Other staffing provisions contained in this section do not apply to Special Sites.
 5. The District and the Association shall research the FTE, length of work year, hours, day, and tasks at special sites for the secretarial staff. A task force of equal representatives of the District and Association shall complete this work with recommendations going back to the bargaining team in the 2022-23 school year. The reopener will not result in any new financial obligations of the District.

Section 8 – Library Clerks

- A. All Library Clerks will be 195-day employees and will be at level six (6). These days will be inclusive of opening and closing the libraries they serve. For those clerks serving more than two (2) schools, additional days may be requested.
 - 1. Days prior to and after the school year shall include:
 - a. Performing annual inventories and audits
 - b. Preparing materials for student use including technology, curriculum, and library resources.
 - c. Other clerk related duties as assigned by the program coordinator.
- B. Secondary Schools shall be allocated eight (8) hours per week of Library Clerk time.
- C. Elementary Schools above 300 students shall be allocated twenty (20) hours per week of Library Clerk time.
- D. Elementary schools below 300 students shall be allocated sixteen (16) hours per week of Library Clerk time.
- E. For the 2022-23 school year, the Peperzak clerk will work as a central library clerk to be placed in a school library to support secondary collection curation.
- F. Drive time between sites will be built into the Library Clerk time and shall not be part of their duty-free lunch.
- G. Clerks will not be assigned more than two (2) schools a day.

Section 9 – Secretarial Workload

- A. Administrators, the Office Manager, and other secretarial/clerical staff will work together to prioritize workload.
- B. Secretarial staff in each building or department should hold secretarial/clerical meetings each month to discuss effective working relationships among the secretarial team, efficient office operations, weekly priorities, refine processes, and share information. Such time shall be within the workday. Administrators shall work with the Office manager to determine the best time and day for such collaboration time. These meetings should be in addition to any meetings the administration deems necessary. Administrator attendance in these meetings will be unusual, but nothing in this provision prevents an administrator from attending when necessary.

- C. The principal/supervisor, in collaboration with the office staff, will designate an appropriate place for secretarial staff to perform high priority tasks uninterrupted (e.g., payroll, banking, dispensing of medications, etc.) except in the case of emergency. Employees may request a second monitor to perform high priority tasks more efficiently.
- D. An employee, group of employees, or supervisor may submit a written request to the department supervisor and Human Resources for additional assistance when District adopted technology or programs necessitate additional temporary support.
- E. Each site will receive thirty-two (32) supplemental hours in addition to the regularly assigned hours for that work site. These hours may be used before, after, or during the student year at the principal's discretion. Office Managers and administrators should regularly discuss the workload and how the hours shall be distributed.

In the event the District declares a financial emergency, the supplemental hours above may be suspended.

- F. All grant applications must follow the procedures established by Labor Management as indicated on the Grant Application form, available on-line. Grant writers must consider employee workload when writing a grant.
- G. When a student has special health needs, resulting in extra work for staff, the building administrator will assemble a team (e.g., principal, teacher, custodian, nurse) to develop a plan using available resources, considering the workload impact on all staff.
- H. If the secretarial/clerical staff and/or a building administrator has a question or concern about the workload of building secretarial/clerical staff, the administrator may contact Human Resources to request additional assistance.
- I. The District will employ two (2) itinerant secretaries. These secretaries shall be paid at a level eight (8) and shall be trained and able to complete any task or duty that a permanently placed secretary is required to do. Itinerants shall work a 191-day work year.
- J. Bookroom clerks shall not be pulled from their duties to cover single point of entry.

Section 10 – Library Clerk Workload

- A. Secondary site work shall include:
 - 1. At Secondary, the initial check-out of student computers will be through advisory during Launch Conferences.
 - 2. Library inventory management
 - 3. Supporting the Librarian with technology inventory management.

B. Elementary site work shall include:

1. Curriculum inventory management
2. Library collection management. To include:
 - a. Cataloging and shelving books and materials to a District standard as outlined by the program coordinator.
 - b. Maintaining circulation and inventory systems and catalog.
 - c. General administrative duties
 - d. Other clerk related duties as assigned by the program coordinator
3. Technology inventory management (COW model) to include:
 - a. Elementary library clerks shall be responsible for student computer check-out or repair/replacement.
 - i. The student computer oversight will include:
 - 1) Assigning and collecting student devices
 - 2) Managing damaged devices
 - 3) Following District technology inventory management processes and;
 - 4) Supporting annual technology inventory and audit.
4. One (1) hour per day will be used to assist in single point of entry support.

C. Training will be provided at the in-service day on expectations around these responsibilities. Training will include:

1. Expectations and responsibilities on obtaining devices from students who have moved or dropped.
2. Expectations and responsibilities on producing a service ticket, storage and tracking.
3. Curriculum inventory management.

D. Library clerks will be provided two (2) additional TRI days when a new collection is added to the library (i.e., DEI or SEL) or there is an added program to a school that requires additional support.

- E. School libraries that are shared with Spokane Public Libraries will maintain SPS library clerks at the full hours outlined in this agreement.

Section 11 – Single Point of Entry

- A. The District has implemented a process of single point of entry. As part of this process, visitors to schools/buildings must be allowed entrance by the secretarial staff.
- B. The District shall offer on-going training to include, but not be limited to:
 - 1. Functionality and purpose of single point of entry
 - 2. What to look for and questions to ask when determining who to let in the building
 - 3. Protocol to follow if entry is denied
 - 4. Strategies for continued excellent customer service when visitors become upset
 - 5. Ways that administrators and the campus safety specialists can support the office staff
 - 6. Use of the computer program that is used for single point of entry
- C. The District will implement a secure single point of entry system at all sites.
- D. The District will provide signage at every school site to disclose visitor expectations.
- E. Library clerks at the elementary level will support single point of entry one (1) hour each day.
- F. At the secondary level, additional hours are addressed in allocation of hours, Section 7.

Section 12 – Student Medication

- A. For medications needing to be dispensed outside of the services provided by nurses, the principal will seek volunteers from the office staff. Should no employee volunteer, the principal shall retain the authority for assigning this task, including to those outside of the bargaining unit.
- B. Employees giving medication shall be given appropriate and adequate training provided by a nurse. Upon request, any employee shall be provided additional training.

- C. All medication documentation shall only be noted in the District approved program, unless extenuating circumstances arise (i.e. field trips, power outage).
- D. Employees giving medication will be absolved of all liability, as per the RCWs.
- E. Employees will not be required to diaper students, give injections, or insert feeding tubes or catheters.
- F. Employees giving medications will have an uninterrupted period of time in which to do so where they will not have other assigned duties.
- G. Building plans need to address the need for backup personnel to be trained in giving student medication.
- H. A stipend shall be given for dispensing medication. This stipend may be found in the "Stipends" section of this contract.
- I. If any office staff member or building administrator have questions or concerns about the workload created by student medication, they can request additional hours/assistance by notifying Human Resources in writing (email is sufficient).
 - 1. Human Resources will review the request within ten (10) school days.
 - 2. The results will be communicated in writing to the requesting staff member and the building principal.
 - 3. If an employee is unsatisfied with the results of the review, they may appeal to Labor Management.

Section 13 – Subbing out of Class

- A. The rate of pay for an employee filling any position in an out-of-class capacity shall apply beginning the first day in the position.
- B. Pay for subbing out of class shall be determined by going to the same step placement for the level the employee is subbing out of class for, using that hourly rate to compensate the employee for the hours they are subbing out of class.
- C. Current existing employees within the office have first right of refusal to fill out-of-class vacancies at the site, if deemed qualified by the supervisor.

Section 14 – Substitute Employees

- A. The only rights substitutes are entitled to under this contract are: ID badges, meals and rest periods, and specific additional items in this section of this contract.

- B. An annual schedule of training will be provided for on-call substitute employees. Training shall be provided to new secretarial substitute employees, to include but not be limited to applicable District computer programs, technology, and equipment as soon as possible after hire. Additional training may be provided at the school site after the time of hire.
 - 1. The training is optional and voluntary, and up to four (4) hours of pay will be available annually; additional training may be attended without pay.
 - 2. A newly hired substitute may receive four (4) hours of paid job shadow training in lieu of the district provided training.
 - 3. Existing substitutes may access up to four (4) hours of training pay annually including attendance at the annual secretarial in-service. This time shall be reported to Substitute Services Staff.
 - 4. Introductory training shall be completed before their start date in a building. This will be in addition to job skill-building with on-site regularly assigned staff and may include the following;
 - a. Phone and phone etiquette, including customer service
 - b. De-escalation strategies
 - c. Single point of entry
 - d. Mosaic and Intouch
 - e. Attendance procedures and BECCA
 - f. PowerSchool
 - g. Any new technology or programs that will be implemented for the coming school year

Section 15 – Employee Facilities

- A. Work space assignments will not be made in an arbitrary, capricious, or retaliatory manner.

- B. 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. Adequate storage space for work materials
 2. A work area containing equipment and supplies to complete individual job assignments
 3. Key to classroom, office, or workspace
 4. Identification card
 5. Access to furnished employee lounge
 6. Restroom facilities separate from student facilities
 7. Access to conveniently located communication and technology resource, i.e., computers.
 8. A serviceable desk and an adult sized chair and a filing cabinet for each regularly assigned employee.
 9. Individual lockable space for personal items at each work site.
 10. A voice communication device connected to the school office in classrooms where employees perform their duties with students
 11. Employees supervising students on the school site, performing duties such as playground supervision and/or bus and patrol duty, shall have a communication system connected to the school office.
- C. Employees will have access to the long-distance access code when applicable
- D. Care and consideration need to be used in planning the location of gatherings (i.e., meetings, luncheons, teas, receptions, in-services, etc.) in a building so as not to always displace the same program or class. The affected parties should be involved in the planning and shall be given at least twenty-four (24) hours' notice to reschedule, change locations or cancel their displaced activity or class.
- E. Employees will be provided, upon request, security code access and appropriate keys to access the building and work areas of the regular workday.
- F. Any employee who loses their ID card will be responsible for contacting the Security Office to obtain a new ID card. Employees will be charged a replacement fee not to exceed the actual cost of replacing the ID card. Employees whose cards have been damaged or lost on the job may receive a replacement ID card at no cost.

- G. All elementary District-wide activity programs will be given priority for facility gym-use scheduling between the hours of 6:30 a.m. and 6:00 p.m. during their respective seasons. On occasion, singular events may displace the normally scheduled program.
- H. Except in an emergency, ample notice will be given to staff when scheduled repairs that may be disruptive to workspaces, or hallways during student attendance hours so that adjustments may be made, if necessary.

Section 16 – Summer Mail Delivery

- A. During the summer months, the District will maintain mail delivery to a designated spot at each high school at least once a week.

Section 17 – Technology

- A. As new technology and software upgrades are implemented by the District all sites shall be upgraded to current standards.
- B. Every effort will be made to provide employees with dedicated opportunities to learn new systems before they are implemented. Employees shall be provided adequate and ongoing training on all equipment, software, and programs that are essential to perform their job duties.
- C. Consistent with the District's technology replacement and upgrade schedule, employees shall be provided with upgraded computers and other equipment to do their job effectively.
- D. Any time a District technology committee is formed that will affect secretaries, the representatives from the Secretarial/Clerical bargaining unit, as selected by the Association, shall be appointed to the committee.
- E. The Secretarial/Clerical Leadership Team shall act as a committee to discuss changes, concerns, and issues regarding equipment, software, and programs.

Section 18 – Staff Training and Development

- A. Newly hired and transferred employees shall receive one (1) day of shadow training at a site similar to their position, if requested. Effort shall be made to minimize the use of substitutes to provide coverage.
- B. All time required to obtain training will be paid time, over and above regular hours, or included in the workday. Should meetings or trainings be held outside the employee's regular scheduled work hours, the District shall provide at least two (2) weeks' notice of

the date, time, and location of the meeting or training. If the employee cannot attend, the employee shall give advance notice to their supervisor or the District.

- C. The District shall provide up to a total of eight (8) hours of required training to all secretarial staff. This training will be a full eight (8) hours on the Friday after elementary secretaries return. Secretaries will be in training and unavailable for regular duties on that day.
 - 1. Employees whose work year begins after this date will be provided additional compensation for attendance.
 - 2. Employees whose work year falls within this date will be required to attend.
 - 3. This training shall include details regarding any new programs, systems, processes, and procedural changes that will affect day-to-day job tasks.
 - 4. Time at this training will be designated for job-alike breakouts to be run by employees in each of the job titles. The Secretarial Clerical Leadership team will work with the District to suggest the specific trainings needed by staff.
 - 5. Training for Secretaries at non-school sites will be held the same day as all secretary in-service and will provide job-alike breakouts tailored for non-school sites secretaries.
- D. The District shall provide a training fund of \$50,000 shared across all classified bargaining units represented by the Spokane Education Association. Employee input shall be sought each year to help determine the needs for these trainings. These trainings shall not replace existing mandatory or contractually obligated training.
- E. All employees who are required by the District to maintain first aid/CPR certification will attend classes during the workday or be compensated at the appropriate rate of pay if outside the workday.
- F. When the District knows that a training will be a pilot or involves a professional commitment beyond the training session(s) and/or the contracted day, the District will state those commitments, to the best of its ability, within the course description.
- G. The District shall offer and may require employees to attend additional training each year during their work day. Training may include some required training for all employees and/or may include a menu of offerings that are job specific or for professional growth. The District may seek input from the Secretarial/Clerical Leadership Team regarding training opportunities. The leadership team should attempt to identify members within the work group who could lead portions of the training where possible.

Section 19 – Transportation Reimbursement

- A. An employee directed by their supervisor to travel in their own vehicle during working hours or travel between assigned work sites, shall be reimbursed for such travel at the rate as determined by the Internal Revenue Service and in effect at the time of travel.

The employee shall present documentation as to actual usage of their personal vehicle in a form and manner approved by the District.

Section 20 – Seniority

- A. Seniority is defined as the length of time the employee has had uninterrupted service, including any paid leave, in a position represented in the bargaining unit (excluding summer and school year breaks).
 - 1. Substitute experience and service of two (2) hours or fewer daily will be excluded when computing seniority.
 - 2. Former Library Media Assistants who were hired into a Library Clerk position of more than ten (10) hours per week will maintain their original seniority date within their Library Clerk group.
- B. Each group contains its own seniority dates. If an employee transfers between groups, they shall lose seniority in that group, and start new seniority in the new group. If they transfer back to their former group, their seniority is reinstated, minus the time they were absent from the former group.
- C. Accumulation of seniority shall begin on the employee's first day of work. A paid holiday shall be counted as the first working day in applicable situations.
- D. In the event that two or more employees have the same seniority date, the tie shall be broken as determined by:
 - 1. First: Length of employment with the District in any position. If a tie still remains:
 - 2. A number drawn lottery.
 - 3. Should a subsequent event arise involving the same employees, a new lottery will be conducted.
 - 4. The Association and all employees so affected shall be notified in writing of the date, place and time of the lottery.
- E. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

- F. The District will make an initial seniority list available annually, by the end of the first week in March.
1. Employees shall contact the District within 15 (fifteen) days of the seniority list being published if there is a dispute to their seniority placement.
 2. The final seniority list will be made available to employees by the last working day in March.
 3. The list will not include employee social security numbers.
- G. Employees' earned seniority shall not be lost due to authorized leave of absence or temporary layoff.

Section 21 – Assignment and Transfers

A. Definition of Terms:

1. ASSIGNMENT: An individual's current job description and worksite.
2. ASSIGNMENT OF HOURS: the number of hours and/or FTE that each school site is provided for the year.
3. VACANCY: A position that is to be filled.
4. REASSIGNMENT: the process for Library Clerks to be assigned to locations based on the standardized hours as references in Article III, Section 8.
5. TRANSFER: Voluntary or involuntary movement of staff.
 - a. INVOLUNTARY TRANSFER: Placement by the District in a different worksite or job title but in the same pay level.
 - b. VOLUNTARY TRANSFER: Decision by an employee to move from one assignment to another within the same or lower pay level.
6. PROMOTION: When an employee changes from one assignment to another whereby the employee moves to a higher pay level.

B. Sequence of Assignments and Transfers:

1. Assignment of hours at school sites for secretarial/clerical hours and library clerk hours.

- a. Allocation of hours for secretarial/clerical
 - b. Reassignment of library clerks.
 - 2. Placement of employees who have been previously involuntarily transferred
 - 3. Placement of current year involuntary transfers
 - 4. Placement of returns from leave
 - 5. Posting of vacancies
 - a. Voluntary transfers within the same classification
 - b. All other voluntary transfers within the same level
 - c. Voluntary transfers within different levels
 - d. Consider external applicants
- C. Special Needs Transfers: Special needs transfers may occur at any time during the above process but only when there is a vacancy. The District and the Association may agree to the special placement of a staff member for unique circumstances. Such placements would bypass other transfer provisions and be agreed to by the employees.
- D. Allocation of Hours Procedure: Based on the allocation formulas for school secretaries and library clerks, the District will assign school hours/FTEs to each school site. Secretarial allocation of hours will be based on the October counts and allocated in November of each year. If a site is determined to lose or gain hours as of October 1st, it will be confirmed on the November 1st count before allocations are changed.
 - 1. School Secretaries
 - a. When school site hours/FTEs are unchanged, individual employee work hours and work year will not be changed.
 - b. When middle and high school site hours/FTEs are changed, individual employee work hours and work years will be determined using the language in the "Allocation of Hours for School Secretaries" section of this contract and FTE chart in Addendum E. The office team will collaboratively discuss options available and make recommendations to the supervisor. The supervisor shall make a decision and send it to Human Resources for final approval. This provision may be affected by the task force as proposed in the workload section.
 - 2. In the event of a mid-year separation, hours may be offered to secretarial staff who are less than eight (8) hours prior to backfilling the vacancy. The subsequent

posting shall reflect the remaining hours and is subject to applicable Assignment and Transfer provisions.

3. Library Clerk Reassignment

- a. Any reassignment of Library Clerks will take place prior to the end of the school year. Changes after the end of the school year may occur due to unforeseen circumstances. In the event an unforeseen circumstance arises, reassignments will be made again.
- b. If any adjustments are made to the assignments, Library Clerks will bid for open or changed positions in seniority order. If a more senior person selects an open or changed position, their previous assignment becomes available for selection.
- c. If a vacancy occurs during the school year, the job will be posted as temporary to the end of the year. No Library Clerk will have the opportunity to bid on temporary positions as the person moving into the job will terminate on the last day of school. The job opening will then be put on the "open" list during the reassignment process noted above.

E. Placement of Employees on Involuntary Transfer Status from Prior Years Procedure:

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

F. Involuntary Transfer Procedures:

1. Prior to any involuntary transfers occurring, the District will identify the worksite/department and number of staff needing to be relocated.
2. In an attempt to prevent involuntary transfers, the District will seek volunteers from the same worksite/department to take the place of those identified for involuntary transfer.
 - a. When choosing jobs, these volunteers maintain their seniority.
3. If there are no volunteers, the employees identified for involuntary transfer will be least senior at the identified site/department in the selected level to be reduced.

4. Identified involuntary transfers shall be invited to attend an involuntary transfer meeting. At the meeting:
 - a. All identified involuntary transfers will be ranked from most to least senior.
 - b. All known vacancies will be listed.
 - c. Employees selected for involuntary transfer may select in seniority order, from available vacancies at the same pay level.
 - d. Employees must select an assignment within one half ($\frac{1}{2}$) hour of their current hours. Should there be no available vacancy within one half ($\frac{1}{2}$) hour, the employee may opt to go into layoff status instead of selecting an assignment.
5. If no positions in the same level are open, the employee may be placed in any clerical vacancy for which they are qualified. Employees so transferred will suffer no change in rate of hourly pay for one (1) school year unless there is no position at their former level of pay. Employees currently receiving this benefit shall be held-harmless. In no case shall an employee receive a promotion through this provision.
6. When an involuntary transfer occurs, the employee will fill out a form indicating a comparable position to which they wish to be returned. Comparable position may include worksite(s), job title, pay level, or a combination of these.
7. No employee will be involuntarily transferred two (2) years in a row.
8. The District will give transferred employees a reasonable amount of time to make the required move.
9. Selection of a site includes agreement to any previously approved contract waivers in effect.

G. Returns from Leave Procedure:

1. In the spring of the end of the employee's leave, the employee will fill out a form (provided by Human Resources) indicating the type of assignment to which they would wish to be returned. Options may include work site(s), job title, or a combination of these.
2. Employees returning from a leave of absence will be offered a choice from as like positions as possible based on their indicated interest and their qualifications.
3. Agreement to take the leave of absence means the employee is willing to accept any approved contract waiver(s) at the building where they're placed.

H. Posting of Vacancies:

1. Additional hours will be offered to current employees before the District hires additional personnel provided the additional hours are compatible with the schedule of the employee and meet the program needs.
2. All vacancies will be posted in a timely manner.
3. A Notice of Vacancy shall be developed and posted on the District website for a minimum of five (5) days.
4. Staff with limited or no computer access may call Human Resources and inquire about postings.
5. The Notice of Vacancy shall contain all information necessary for an employee to evaluate their interest in the position. For example:
 - a. Position location and supervisor;
 - b. Description of responsibilities, qualifications, and terms and conditions of employment;
 - c. Application procedures and closing date.

I. Voluntary Transfers:

1. There are two types of voluntary transfer:
 - a. An employee is changing locations or job titles at the same pay level with the same or lower numbers of hours and/or workdays.
 - b. An employee is increasing hours or days at the same pay level at the same or different job title. This may be at the same or different location.
2. Requests for transfer must be made on a form provided by the District as specific vacancies become available. “
3. Employees interested in vacancies which occur while they are on vacation or during non-student periods may leave a transfer request form with Human Resources prior to leaving for the break.
4. Employees must complete their probationary period prior to requesting a transfer to another location or assignment.
5. Transfer applicants must meet qualification requirements for the position. An employee with current performance deficiencies may be denied consideration.

6. Requests for transfer to a different position within the bargaining unit must be made on a form, not a full application once the technology is updated, provided online by the District as specific vacancies become available. To provide consistency and continuity, voluntary transfers during the school year will be considered, provided the employee has spent a minimum of forty (40) working days in the most recent position they have accepted, unless they are applying for a promotion opportunity. If it is a promotional opportunity consideration will be given to the voluntary applicants. This language is not intended to change the seniority process for transfers.
7. All qualified transfer applicants within the same classification will be interviewed and one (1) will be selected.
 - a. If two (2) or more candidates are deemed equal, the position will be offered based on the following considerations:
 - i. First consideration: seniority
 - ii. Second consideration: most qualified based on prior work experience as it relates to the posted opening and/or other related experiences.
 - b. The position will not be awarded in an arbitrary, capricious, or retaliatory manner.
8. If no employee within the same group but at the same pay level requests a voluntary transfer, employees in a different group who have applied for the position will be considered. At a minimum, the two (2) most senior qualified employees shall be interviewed.
 - a. If two (2) or more candidates are deemed essentially equal, the position will be offered based on the following consideration(s):
 - i. First consideration: most qualified based on prior work experience as it relates to the posted opening and/or other related experiences.
 - ii. Second consideration: seniority.
 - b. The position will not be awarded in an arbitrary, capricious, or retaliatory manner.
9. An employee who does not receive an assignment to a specific posted vacancy for which the employee had submitted a specific letter of application during the posting period will, upon the request of the employee, be informed of the specific reasons why they did not receive the assignment.

10. An employee who is selected for a voluntary transfer will begin the new position on the required start date. A substitute will be placed in the employee's former position, if needed.

J. Promotion

1. Promotion: When an employee changes from one assignment to another whereby the employee moves to a higher pay level.
2. If no employee within the same level requests a voluntary transfer, employees in a different level who have applied for the position, will be considered. At minimum, the two (2) most senior qualified employees shall be interviewed.
 - a. If all interviewed candidates are deemed essentially equal, the position will be offered based on the following consideration(s):
 - i. First consideration: most qualified based on prior work experience as it relates to the posted opening and/or other related experiences.
 - ii. Second consideration: seniority.
 - iii. The position will not be awarded in an arbitrary, capricious, or retaliatory manner.

K. Consideration of Applicants Outside of the Bargaining Unit:

1. Application files from those outside the bargaining unit will be kept separate from the files of bargaining unit members. No one involved in the interview process will be made aware of whether or not applications exist from outside the bargaining unit, or if so, how many or who the individuals are.
2. Vacancies will be available to individuals outside of the bargaining unit after all transfer, promotion, and position placement decisions have been made.

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

Section 22 – Summer Program Employees

A. Building Based Summer Program Selection Process

The building based summer school programs are generally best served by in-building staff if those programs extend longer than the regular school year. To that end, it is the intent of the District and the Association to allow priority to be given to in-building staff during the selection process for extended year programs. Within a bargaining unit, when positions for building based extended year programs are available, priority will be given in the following order:

1. First priority: in-building secretarial/clerical bargaining unit members, by seniority in the same job title.
2. Second priority: in-building secretarial/clerical bargaining unit members, by seniority in a different job title.
3. Third priority: secretarial/clerical bargaining unit members assigned to other buildings, by seniority.
4. Fourth priority: other non-secretarial/clerical bargaining unit employees assigned to the site who are qualified.

B. District Wide Summer School or Summer Program Selection Process:

1. Employees with previous summer school experience as secretarial/clerical or library clerk shall have first opportunity for available positions, within their group, at the same, or fewer, number of hours and/or level of pay as is assigned during the school year.
2. Seniority in summer school shall be determined by continuous summer experience, excluding authorized leaves of absence, or the equivalent for periods when no such provision existed.
3. If a greater number of qualified employees are interested than there are available positions with the same, or fewer, number of hours and/or level of pay as is assigned during the school year, selection will be based secondly on bargaining unit seniority.

C. An employee working an extended year will be eligible to use accumulated leaves.

D. Employees may be paid for the Independence Day holiday as per the "Holidays" section of this contract.

Section 23 – Trade/Switch of Positions

A. The language in this section will only apply to those positions for which fewer than four (4) like vacancies were posted in the previous school year.

1. There would be no posting; interested parties would make proposal; both parties requesting trade would send in a form together with reason for trade/transfer.
2. Hours and levels must match.
3. All parties must agree to follow the process, including supervisor/principal and employees.
 - a. Day one both secretaries at building A
 - b. Day two both secretaries at building B
 - c. Up to three (3) – five (5) days secretaries switch buildings

B. Criteria for Review Process:

1. Positive evaluations; no discipline issues.
2. Must agree to cross training visit.
3. Initial interview.

C. Process for Trading Positions:

1. Both secretarial/clerical interested parties make proposal.
2. Requests should be submitted (proposals) in a timely manner as deemed appropriate by all parties.
3. Proposal includes cross training/trial plan, which needs to include an overlap day at each site.
4. Cross training (transition) visit (with principal on site) of one week (itinerant coverage as needed).
5. Confirmation interview with new principal.
6. Both principals and both employees will sign off/approve final proposal.
7. Both employees must agree to sign the respective prior approved site waivers.
8. If all parties do not sign off for approval, reasons will be provided at Labor Management upon request.

Section 24 – Position Sharing

- A. Position sharing is a procedure whereby two (2) employees other than substitutes share a position.
- B. Employees desiring to share a position must submit such request to the superintendent, or designee, no later than May 1st of each school year.
- C. The District shall determine, in a timely manner, whether or not to honor the request. Reasons for denial will be given upon request.
- D. Prior to entry into the position share, employees and supervisors will develop, in writing, an agreement on such issues as reporting responsibilities, early release days, attendance at required meetings, coverage of duties during one (1) employee's absence and arrangements which shall ensure intra-team communication necessary to support the total program.
- E. If the position sharing dissolves because one (1) of the employees moves to a full-time position, resigns, goes on a leave of absence, etc., the District may, at its discretion, either transfer the remaining employee or assign the remaining employee into the position on a full-time basis.
- F. The two (2) employees will work with the building principal/supervisor to establish the working relationship between the parties involved within the following parameters:
 - 1. Only two (2) employees may share a position.
 - 2. Each employee will receive their proportional fringe benefit amount.
 - 3. The employees may substitute for each other at their regular rate of pay, or by changing the work hour pattern with the principal/supervisor's approval.
 - 4. Seniority will accrue according to the regular seniority provisions in this Agreement.
 - 5. Employees will advance on the salary schedule according to the salary provisions of this Agreement.
 - 6. Employees may establish their work schedule with approval of their principal/supervisor.
 - 7. Requests to move back into a full-time job will be made under the regular "Assignment and Transfer" procedures contained in this Agreement.
 - 8. Employees wishing to continue sharing a position should so inform the District by May 1st.

Section 25 – Reclassification Committee

- A. A joint committee shall meet to review reclassification requests and make decisions on the requests.
 - 1. They shall meet on an as needed basis.
 - 2. The committee shall consist of:
 - a. Five (5) representatives from the bargaining unit who are appointed by the SEA President.
 - b. Five (5) representatives from the District.
 - c. Additional representatives may attend the meetings but shall not be voting members of the committee.
- B. The review process starts with an employee or their supervisor, submitting a request for reclassification. An employee shall use the Reclassification Review Questionnaire.
 - 1. The Reclassification Review Questionnaire shall be found online under Human Resources.
 - 2. The reclassification packet includes:
 - a. General information including current job title/salary, immediate supervisor, etc.
 - b. Position information including the current job and what tasks/responsibilities have changed to warrant the request for reclassification.
 - c. Supervisor comments about the request for reclassification.
 - d. Additional information that may be pertinent to the request.
- C. Once the employee completes the reclassification questionnaire, the employee shall turn it into Human Resources.
- D. Human Resources shall schedule a date for the committee meeting. The reclassification materials will be distributed to each member of the committee for review prior to the meeting. The committee shall meet within thirty (30) days of the Human Resources' receipt of the reclassification packet.
- E. A mutually agreed upon level and responsibilities matrix shall be used to make all decisions.

- F. The committee shall come to consensus on any decision. If consensus is not reached, clarification or more information may be requested from the employee or supervisor to enable agreement for consensus.
- G. Human Resources shall notify the employee of the decision in a timely manner.
 - 1. If the reclassification request is approved, the date of implementation for the new level is retroactive to the date received by Human Resources.
 - 2. If the reclassification request is denied, Human Resources shall provide the reasons for denial and an opportunity to discuss issues around workload/responsibilities.

Section 26 – Layoff and Recall

- A. Layoff shall be defined as a reduction in the workforce, by affected group, due to economic reasons only.
- B. Any employees affected by layoff shall receive written notification thirty (30) calendar days prior to the layoff taking effect. The Association shall also be notified.
- C. Layoff will be applied by group, then level, using the following procedures:
 - 1. The District shall release all new hire probationary employees prior to entering the layoff process.
 - 2. The District shall first determine how many positions will be retained in each level.
 - 3. Within a level, the District shall identify for layoff the least senior employees in that level.
 - 4. The District will then proceed to identify for layoff, employees by reverse seniority until the designated employment level is reached.
 - 5. Employees whose positions have been eliminated and/or identified for layoff may displace employees in represented positions at the same or lower salary levels within one half (½) hour of their current working hours, provided that they possess greater seniority than employees who would otherwise be retained in the position.
 - 6. Qualifications shall be determined by the job description.
- D. Recall Pool

1. Employees that are laid off shall be placed in a recall pool. Employees will be called back in the reverse order in which they were laid off to any position within their group and their level. An employee in the recall pool must be recalled into a position that:
 - a. is equal to the salary level from which they were laid off and within one half (1/2) hour of the position that was previously held.
 - b. for which they meet the specified qualifications or similar experience.
 - i. Determination about similar experience shall not be made in an arbitrary, retaliatory or capricious manner.
2. Employees may be called back into positions that are of a lower salary level or fewer hours, but by choosing this position the employee does not forfeit the right to be recalled into an equal position.
3. Employees shall remain in the recall pool for twenty-four (24) consecutive months. An employee may be removed from the recall pool if at any time the employee declines a recall to an equal position.
4. It shall be the sole responsibility of the employee to notify the employer of a change in address or phone number.
 - a. The recall notice shall be sent to the employee's address on file and state the time, date and position for which the employee is to report back to work.
 - b. If the District's certified or registered letter, return receipt requested, fails to produce a response from the affected employee within ten (10) days of sending of the letter of recall, that employee's name shall be removed from the recall list.
5. If the employee accepts the recall, the employee will be given two (2) weeks to return to work and forfeits recall if they are unable to return within the two (2) weeks.
6. The District may fill the position with a substitute until the recalled employee can report for work.
7. Unused accumulated sick leave shall be restored to the employee upon their return to active employment. Other benefits will be reinstated as appropriate to the position held.
8. Employees in layoff status shall have first right of refusal for substitute positions.

9. Laid off library clerks may receive preference for interviews for up to two (2) open positions for which they are qualified in the bargaining unit. Employees must notify HR that they are wishing to use this provision of the contract.
10. Laid off employees may apply for employment in vacant District positions. The district shall grant laid off employees, with no performance concerns, preference for interviews for two (2) Association represented positions for which they meet the job qualifications.
11. Employees who are laid off at the end of a school year and recalled by January 1 of the next school year, will retain their step on the salary schedule and seniority date.

Section 27 – New Hire Probationary Employees

- A. All new secretarial/clerical employees shall serve a sixty (60) day probationary period. Probationary employees may be discharged at the discretion of the District during the probationary period and shall have no access to the grievance procedures found herein in regard to such termination. Probationary employees are covered by all terms and conditions of this Agreement except layoff/recall, progressive discipline, and grievance process.
- B. New hire probationary employees determined to have an unsatisfactory performance level shall receive a performance evaluation report prepared by their primary evaluator. Employees determined to have an unsatisfactory performance level will be provided with specific concerns to be addressed prior to completion of their probationary period in order to continue employment.
- C. New hire employees are not eligible for transfer while they are serving their probationary period.

Section 28 – Employee Evaluation

- A. Performance Evaluation Process for Non-Probationary Employees
 1. The parties agree that performance concerns will not be addressed for the first time on the performance evaluation report. Evaluator(s) will accurately inform employees of their progress during the evaluation process.
 2. All employees shall have one (1) evaluation per year. Employees on performance probation shall receive additional evaluations.
 3. Evaluations will be completed on a form developed by the District after consultation with the Association. This form shall be found on the District's website.

4. Evaluations will be completed on or before June 10th. Evaluations shall be based on data collected by the evaluator(s) from the current year only.
5. The primary evaluator shall be the administrator or appropriate program supervisor.
6. Supervisors shall observe operations and gather their own verified information for the evaluation(s). Any information collected that may negatively impact the employee's annual evaluation must be put in writing and given to the employee within ten (10) days of the knowledge of the verified information. The employee or the supervisor may request a meeting to discuss the negative information.
7. An employee shall be given a copy of any written evaluation by their primary evaluator at least two (2) working days before any conference to discuss it. No employee shall be required to sign a blank or incomplete evaluation form. No evaluation shall be placed in the employee's file without their review. An employee has the right to attach comments to all evaluations.
 - a. An employee with satisfactory marks in all areas may decline to meet with their supervisor(s).
 - b. Employees with a Requires Improvement or Unsatisfactory rating must attend a conference with their primary evaluator.
8. An employee who receives an overall unsatisfactory rating on their annual evaluation report may be placed on probation at the discretion of the District.

Section 29 – Employee Performance Probation Process

- A. If an employee is put on probation for performance deficiencies after receiving an overall Unsatisfactory on the annual evaluation report, performance deficiencies will be communicated to the employee.
- B. Any probationary period will last a minimum of forty-five (45) working days. The forty-five (45) day probationary period shall start the day after the employee is given a plan of probation in a meeting. The plan shall be in writing. The plan shall include suggestions and support for improvement of their performance.
- C. Employees are not eligible for voluntary transfer while they are on probation.
- D. Any employee on probation shall be removed from probation at any time the employee has demonstrated improvement to the satisfaction of the primary evaluator(s), in those areas specifically detailed in their notice of probation. In this event, a statement shall be attached to the evaluation report indicating the employee has successfully met the

conditions of probation. Probation may be extended if the employee shows sufficient improvement, but is still deficient in some areas, as determined by the District.

- E. If the employee on probation has not demonstrated sufficient improvement after completion of the probationary period, a recommendation may be made to the School Board that the employee may be terminated.

Section 30 – Employee Files

A. Personnel Files

1. The personnel file is a District file and shall be maintained in the District's Human Resources office.
2. Personnel files are confidential and shall be available for inspection only to the appropriate administrative staff and the individual employee.
3. All disciplinary action, excluding verbal warnings, shall be placed in this file.
4. By prior appointment, an employee shall have the opportunity to review the contents of their file and copy, at the employee's expense, materials within the file.
5. A review of the personnel file will be supervised by the Chief Human Resources Officer or designee(s).
6. The employee may request an additional individual, chosen by the employee, be present for the personnel file review.
7. The employee may work with the Chief Human Resources Officer, or designee, to add material to, or delete material from, their personnel file. The employee shall have an opportunity to attach written comments to anything in their file.
8. Any derogatory document not provided to an employee within fifteen (15) workdays after receipt shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.
 - a. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee having been provided a copy first and been provided the opportunity to attach their own comments.
 - b. Such written response shall become part of the employee's written personnel records.

- c. All confidential materials currently in an employee's personnel file will remain except as removed according to the procedure outlined above. Confidential materials can be placed in an employee's personnel file only with the employee's permission.

B. Supervisor File

1. An employee's principal or program supervisor may maintain a supervisory file at their worksite for the purpose of containing material pertinent to the employee's performance and for completion of an employee's evaluation(s).
2. Counseling/expectation memos and verbal warnings shall also be placed in this file. Information about removing these documents from employee files is listed below.
3. The supervisory file will be open for review by the employee upon request of the employee to set a mutually agreeable time, within twenty-four (24) hours, if possible, for such review.
 - a. The employee may choose to have a representative present.
 - b. The employee may copy materials from the file at their own expense.
4. The supervisor file may be maintained as long as the principal or program supervisor has the responsibility for evaluating the employee's performance at the work site or program.
 - a. When those responsibilities end, the contents of the file will be destroyed except for written documentation of counseling sessions and verbal warnings which will be forwarded to Human Resources. Documentation forwarded to Human Resources will be filed in the personnel director's office.

C. Application and Screening Materials

The District will maintain application and screening materials in order to fill vacant positions. Materials are organized in relation to a posted vacancy and subsequent hiring process. These files are stored for the current year, plus three (3) years as required by the Records Retention Act. Employees may review application materials the employee themselves have submitted.

D. District Records

1. The District maintains other types of records related to grievances, discipline, and litigation.

2. If the District keeps a discipline record longer than what is stated in the timelines below, it will not be used as the basis for discipline.
3. Records of grievances are not kept in the personnel file.
4. District records are not available for review by the employee and will be available only to District administrative staff or legal counsel involved in the processing of grievances, discipline, or litigation.
5. District records will be kept separate from other District files

E. Document Removal from Supervisor and Personnel File

1. Counseling Memo and Verbal Warnings

- a. Documentation of counseling sessions will be destroyed after one (1) year, provided that no further issues of a similar nature have occurred during that period of time.
- b. After eighteen (18) months following the issuance, the employee may submit a written request to remove documentation of verbal warnings, provided that no further issues of a similar nature have occurred during that period of time.
- c. The employee may submit a written request that the progressive disciplinary document revert to the next lowest step of progressive discipline.
- d. The only reference to the discipline action will be kept in District records, separate from the employee's personnel file, as evidence of the District's handling of the matter. It cannot be used as a basis for future discipline of the employee.

2. Written Warnings and Written Reprimands

- a. After two (2) years following the issuance, the employee may submit a written request to lower the discipline level of the document if there has been no recurrence of the behavior.
- b. The new level of the discipline will be noted as revised and dated on the original document.
- c. Documents lowered to the level of verbal warning will be removed from the personnel file and will be kept in the site supervisor's file only.

F. Applicability of Public Disclosure Law

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

Section 31 – Progressive Discipline

- A. The District has the right to discipline, suspend, or dismiss for just cause.
 - 1. Prior to instituting progressive discipline steps, the District will have made a reasonable attempt to counsel with the employee and to clarify job expectations.
 - 2. All disciplinary action shall be in accordance with the principles of progressive discipline.
 - 3. Progressive discipline may include: verbal warning, written warning, and written reprimand.
 - 4. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.
 - 5. Disciplinary actions, including verbal warnings, shall be committed to writing and placed in the appropriate file as listed in the “Employee Files” section of this agreement.
- B. No employee shall be disciplined in any form whatsoever without such employee being informed by their supervisor of the right to have representation from the Association.
- C. After a supervisor concludes that actions of an employee may be cause for discipline, they shall notify the employee of the nature of the concern which has come to their attention and allow the employee an opportunity to meet with the supervisor and respond.
 - 1. At the beginning of a personnel investigation, the employee will be provided with written information that describes the investigative process
 - 2. Such notification must include complainant(s)' name(s).
 - 3. An employee shall have the right to be accompanied by a representative of the Association during any such meeting.
 - 4. The District may hand deliver the letter of discipline to the employee without calling a special meeting after the investigation is complete and if the district chooses to discipline the employee.
 - 5. An employee shall have the right to attach a statement to any written record placed in their file as a result of disciplinary action and shall have access to the grievance

procedure.

6. Discipline can be removed from employee files consistent with the applicable provisions in the "Employee Files" section.

Section 32 – Employee Protection

- A. The District shall provide a safe and healthy working environment for all employees.
 1. An employee shall immediately report potentially unsafe or hazardous conditions to their supervisors.
 2. Unresolved conditions may be submitted for discussion at Labor Management meetings.
- B. Social Security numbers will be treated as private and confidential information while recognizing the fact that they may be needed to be used for documentation when mandated by federal or state regulation.
- C. A communication device will be available to an employee required to work in a building alone. If an employee is given an assignment outside of their regular duties requiring them to work alone, that employee may decline the assignment without repercussions if they have safety concerns.
- D. 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.
- E. Each facility shall have a building wide crisis plan.
 1. These plans shall be comprehensive, and include plans for the gym, cafeteria, library, multi-purpose room, outside and any other area used by employees and/or students.
 2. The crisis plan must be in print, and a copy provided to each staff member at review and information sessions at the beginning of each school year.
- F. 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 they are found innocent of the charges. All necessary forms for implementing the provisions shall be made available by the District in every building.

Section 33 – Indoor Air Quality

- A. If there is an environmental concern at a District work site, the employee will email/notify the District's Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern. The process to report a concern will be posted on the safety bulletin board. The District then will take random samplings of air quality as quickly as reasonably possible and the results will be posted on the safety bulletin board.
- B. Based on the reported concern, the District Industrial Hygienist will:
 - 1. Test and monitor the area.
 - 2. Track the employee concern as reported on physical hazard notification forms and employee logs.
 - 3. Facilitate, research, and recommend solutions in a timely manner.
 - 4. Ensure that reported concerns are addressed through work orders, school building improvements, repair and/or preventative maintenance program.
- C. Unresolved indoor environmental issues may be submitted to the Joint Indoor Air Quality Committee who will be consulted for recommendations.
 - 1. The Committee shall be comprised of the District's Industrial Hygienist, the Director of Maintenance (or designee), the Director of Safety (or designee), and three (3) SEA representatives (to be communicated by SEA to the Industrial Hygienist annually).
 - 2. If the Industrial Hygienist position is vacated or discontinued, the Committee shall recommend independent testing groups.

Section 33 – Worker's Compensation

- A. If an employee is injured on the job, an incident report will be filed in a timely manner to document the injury.
- B. Employees who sustain a personal injury/illness, covered by workers' compensation, in the course of employment will be paid full salary for the period of absence less the amount of the workers' compensation award made for disability due to such injury/illness.
- C. Such absence shall not be charged to the annual or accumulated illness leave up to a maximum of thirty (30) workdays.
- D. If a deduction in accumulated leave or salary has been implemented by the District, the leave bank or salary will be reinstated upon receipt of the Department of Labor and Industry order and notice form approval.

E. 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.

F. The District will provide, at its discretion, on the job support(s) to reduce instances of work-related injury.

G. Injury Related Reassignment

1. The District shall enter into an interactive dialogue with an employee who has or incurs an injury or medical condition that may require accommodations in order to perform job duties.

2. The employee may be assigned to a position outside of the jurisdiction of the Association without loss of seniority. The employee will continue to receive all rights, privileges, and protections normally given under this Agreement. If any provision of the Collective Bargaining Agreement is in conflict with the new position, the District and Association shall decide jointly on the appropriateness of the proposed placement.

3. The Association will be informed in writing if any employee not represented by the Association is assigned to a position represented by the bargaining unit or if an employee represented by the Association is placed in a position outside of the bargaining unit.

H. Light Duty for on-the-job injuries

1. The District will institute a light-duty program to return employees to work who have been authorized to return to a light-duty assignment. Light-duty assignments may differ from the employee's regular work assignment.

2. The District will make a good faith effort to designate light duty positions for employees required to work with physical restrictions due to an on-the-job injury or on-the-job illness. The employee must have a written release from their attending physician and must comply with any regulations required by Washington State Worker's Compensation. Employees performing light duty shall be compensated at their regular rate of pay.

I. Compensation for employees on rehabilitation shall be determined by the Department of Labor and Industry's Loss of Earning Power Standards.

Section 34 – Loss and/or Damage of Personal Property

A. The District agrees that it will include employees as insureds in the District's liability policy. The District shall reimburse the employees for:

1. The replacement of any clothing or other personal property damaged or destroyed in a disturbance as defined by state statutes.
 2. Any District-registered personal property used for instructional purposes in the workstation which has been damaged, destroyed, or stolen during the course of their employment. Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or \$125, whichever is less.
 3. Personal items damaged, destroyed, or stolen from the building or work station, provided steps have been taken to secure such property by locking or other appropriate security measure(s). Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or \$125, whichever is less.
- B. The District shall reimburse vandalism to an employee's vehicle under the following conditions:
1. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the family vehicle which has been damaged.
 2. The vandalism must have occurred while the employee was at a District work site performing District business.
 3. Damage resulting from a collision or damage from another vehicle is not reimbursable.
 4. Reimbursement shall be made per vandalism occurrence in the amount of \$250 or the employee's deductible, whichever is less.
- C. Any incident initiating a claim for reimbursement for loss must be reported by the employee to the building administrator and to the District security department.
- D. All claims for the reimbursement for loss, except "B1" above, require a certification of valid insurance with the amount of the employee's deductible, by a representative of the employee's insurance company. Forms will be available from the District Business Office.
- E. For those employees who have no personal insurance, the District agrees to submit the claim(s) to the District's insurance company for consideration.

Section 35 – Loss or Damage of District Property

- A. Employees shall not be liable for District property that is damaged, destroyed, or stolen provided prudent steps have been taken to protect such property.

Section 36 – Threat and/or Assault on an Employee

- A. The District shall take reports of threats and assault seriously.
- B. Any case of a threat and/or assault upon an employee by a student, parent, or guardian shall promptly be reported to the employee's supervisor or designee.
- C. The District shall meet with the employee about the allegation of a threat or assault.
- D. The District shall inform the employee of any action taken in response to the student as reported after conferring with the employee.
- E. The District acknowledges the extraordinary impact that serious threats and assault of staff members has on the educational process and therefore will take appropriate action for the non-discretionary behavior(s).
 - 1. Such disciplinary action may include expulsion or emergency expulsion whenever appropriate in accordance with student due process rights.
 - 2. Any student that has threatened and/or assaulted an employee shall be returned to the applicable staff work area prior to a face-to-face meeting with administration and the employee.
 - a. This meeting shall occur at a time in which the employee is not responsible for other students.
 - b. The District shall follow the law when disciplining Special Education students.
- F. The District shall inform the employee on those legal rights and alternative courses of action available to the employee.
- G. Threats or assaults that have resulted in a documented medical condition shall be reviewed by the District and may not result in the loss of sick or vacation leave.
- H. The District will refer reports of threats and assault to the authorities as appropriate.
- I. School visitor information shall include notice of the District's expectation regarding physical or verbal abuses, intimidations or interference with an employee's ability to perform their duties.
- J. The Employee Assistance Plan is available for any employee and information about this program can be found in the Benefits Office.

Section 37 – Potentially Dangerous Students and Patrons

- A. After school officials have been alerted regarding a potentially dangerous student, parent, other adult, or visitor, they will notify affected staff in a timely manner, and in accordance with all state and federal laws.

- B. All staff, on a need-to-know basis as defined by law, shall be informed prior to being assigned student(s) who evidence behaviors that could present a safety problem to other students or staff. In addition, all staff, based on a need-to-know basis as defined by law, shall have access to the above-mentioned information as they feel the need arises.
 - 1. “Shall be informed” is a shared responsibility between staff and administration and support staff.
 - 2. “Evidenced behaviors” are obtained through a self-report registration document as well as any other information that clearly presents a safety problem.
 - 3. As per law, a student cannot, however, be withheld from class pending the school’s receipt of the student’s records.
 - 4. Affected staff shall be provided with specific information about the known behavior pattern(s) of the student(s), including the student record except as outlined in school District policy where release by the student is necessary or where the record is the working notes only seen by the person making them.
 - 5. Staff will be provided with suggested strategies for managing those behaviors. The sharing of confidential information about a student is to be done discretely and only for the purpose of providing a safe learning and working environment for all staff and students, and may not be used to isolate, ostracize, target, label, or in any way violate the confidentiality rights of the involved student(s). Any other information that is not contained in the student record that is not confidential will be communicated to staff who have a need and an interest to know.

- C. The sharing of confidential information about a student’s family is to be done discretely and only for the purpose of providing a safe learning and working environment for all staff and students and may not be used to isolate, ostracize, target, label, or in any way violate the confidentiality rights of the involved student(s). All staff, based on a need to know basis as defined by law, shall be informed prior to being assigned student(s) whose family evidences behaviors that could present a safety problem to the students or staff. Affected staff shall be provided with specific information about the known behavior pattern(s) of the involved person(s) and suggested strategies for managing those behaviors.

Section 38 – School Decision Making

- A. Each building shall have an inclusive decision-making process in writing that will be reviewed by all staff each year. The process will focus on student needs, academic achievement, and support for staff to include the following principles and effective practices:
1. Each elementary school shall have a representative, shared leadership team(s) with at least two (2) members chosen by the staff. At the secondary level, department chairs shall be on the team as well as the adhoc committee members selected by the staff. Adhoc committee members may be excused from regular department meeting business. The number of representatives shall be sufficient so that communication looping to all affected staff is possible.
 2. The responsibilities of the shared school leadership team include but are not limited to:
 - a. Developing a continuum of decision-making responsibilities (e.g. who makes which decisions).
 - b. Establishing team norms.
 - c. Implementing the School Improvement Plan (SIP).
 - d. Creating opportunities for input and to surface questions or concerns.
 - e. Communicating throughout the decision-making process (e.g. loop-outs to affected classified and certificated staff, meeting topics and/or minutes, staff updates and/or bulletins, etc.).
 - f. Recommending to staff possible amendments to the decision-making process if the representative shared leadership team or other staff determine there is a need to do so. Any amendment to the decision-making process shall be voted on by the entire staff.
- B. A SIP may not be designed or implemented that is contrary or inconsistent with the terms of any SEA Collective Bargaining Agreement or School Board Policy. Annually, the District will provide the Association president with access to each school's SIP.
- C. Each school will use its inclusive decision-making process with affected classified or certificated staff to determine participation in a pilot program. For this provision, pilot programs refer to anything that is not mandated curricula and/or any trial of curriculum or assessment the District is not requiring of schools.

Section 39 – Building Budgets

- A. Prior to semester break of each year, the building administration shall share the actual budget for the current year.
- B. Prior to Spring break of each year, the building administrator will schedule a voluntary meeting to gather input for budgeting for the following year.
- C. Budget allocations will not be arbitrary, capricious, or retaliatory.

Section 40 – Student Workplace Training Opportunities

- A. The District and the Association agree that students learning such work skills are not intended to take away work normally assigned to bargaining unit members.
- B. No student shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any student prevent the employment of persons who would otherwise be hired.
- C. If students are involved in employment-related activities that involve additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision.

Section 41 – Volunteer Opportunities

- A. Volunteers shall not do work normally assigned to bargaining unit members. No volunteer shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any volunteer prevent the employment of persons who would otherwise be hired.
- B. If volunteers are involved in activities that include additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision to the volunteer.
- C. Volunteers wishing to complete a project that would normally be assigned to bargaining unit members shall follow the Volunteer and Community Support Program process in accordance with Spokane Public Schools Policy and Procedures.

ARTICLE IV – LEAVES OF ABSENCE

Section 1 – Sick, Family, and Emergency Leave

- A. Reporting Absences: In the case of pre-planned absences or the inability of an employee to perform their duties, the employee shall notify the designated office or supervisor with a minimum of twenty-four (24) hours' notice. In emergency cases, the employee shall notify the designated office or supervisor as soon as reasonably possible.
- B. Employees under a ten (10) month school year contract shall be allowed sick, family, and emergency leave at the rate of ten (10) days per year. Employees on more than a ten (10) month contract shall be allowed such leave at the rate of one (1) day per month of employment up to a maximum of twelve (12) days per year. Such leave days are accumulated each year on a prorated basis for assigned daily hours and for partial year worked.
1. Sick leave is defined as days of absence from duty because of medical reasons and for which no deduction is made in compensation of the employee. After an illness of five (5) consecutive days, employees may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence. When an employee has exhibited a pattern of absence that suggests an abuse of sick leave, the employee may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's absence irrespective of five (5) days.
 2. Emergency leave may be granted for problems for which preplanning is not possible or could not relieve the necessity for the employee's absence (e.g., court appearance, religious holidays, funeral of friend, etc.)
 - a. Employees shall be allowed to use accrued sick leave for a child of the employee with a health condition that requires treatment or supervision; or
 - b. Employees shall also be allowed to use accrued sick leave for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.
 3. Sick, family, and emergency leave may be taken to the full amount of accumulation.
 4. Sick Leave Sell Back
 - a. After sixty (60) days have been accrued, an employee may exercise the option to receive remuneration for unused sick leave accumulated in the previous year, at the rate equal to one (1) day for each four (4) full days accrued in excess of sixty (60) days. Days for which remuneration has

been received shall be deducted from the accrued leave at the rate of four (4) days for every one (1) day's monetary compensation.

- b. At the time of separation from District employment due to retirement or death, remuneration shall be granted at a rate equal to one (1) day's current compensation for each four (4) days of accrued sick leave. For the purposes of remuneration at retirement or death, total accrued sick leave shall be limited to 180 days.
5. Employees who are members of recognized religious groups have the right to request in advance through Human Resources up to three (3) days per work year of non-accumulating accommodation leave when:
- a. The recognized religious group celebrates a holy day or religious holiday and
 - b. Requires attendance at the celebration and
 - c. The celebration is only scheduled at a time which conflicts with the employee's scheduled workday and shift.
- C. Employees shall be allowed to use their accrued leave under this section to care for immediate family members with a health condition that requires treatment or supervision. Abuse of sick leave may be subject to disciplinary action as found in Progressive Discipline.

Section 2 – Shared Leave

- A. An employee is eligible to receive shared leave under the following circumstances:
- 1. The employee:
 - a. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is extraordinary or severe in nature;
 - b. Is a victim of domestic violence, sexual assault, or stalking;
 - c. Needs the time for parental leave, to including bonding with an employee's newborn, adoptive, or foster child.
 - i. Employees accessing shared leave for this purpose may maintain up to forty (40) hours of accrued leave in reserve.

- ii. This leave can be up to sixteen (16) weeks after the birth or placement of the child and must be used within the first twelve (12) months after the birth or placement.
 - d. Is sick or temporarily disabled because of pregnancy disability.
 - i. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; they can maintain up to forty (40) hours of annual leave and forty (40) hours of sick leave in a reserve.
 - e. Serves, or has served, the country in one and meets one (1) or more of the following criteria:
 - i. Has been called to serve in the uniformed services;
 - ii. Has the needed skills to assist in responding to a state of emergency declared within the United States or the aftermath of such an emergency and the employee volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the agency or nonprofit organization accepts the employee's offer of volunteer service.
 - iii. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service-connected injury or disability;
 - iv. Is a spouse of a current member of the uniformed services or a veteran as defined by RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appointments or treatments;
2. The condition or conditions listed above must cause, or be likely to cause, the employee to go on leave without pay or terminate employment.
 3. The employee has exhausted or will shortly exhaust leave in accordance with WAC 392-136A-040.
 4. The employee has abided by District policies regarding sick leave use or military leave use.
 5. If the illness or injury is work related, the employee has diligently pursued and been found to be ineligible for benefits under chapter 51.32 RCW.

6. The employee's job is one in which annual leave, sick leave, military leave, or personal holiday can be used and accrued.
- B. An employee may donate annual leave or sick leave to an employee who is eligible for shared leave under the following conditions:
1. Annual leave – an employee may donate any amount of annual leave provided the donation does not cause the leave donor's leave balance to fall below ten (10) days. Annual leave means vacation leave and personal leave that an employee accrues. The leave donor cannot donate excess annual leave that the leave donor would not be able to take because of an approaching date after which the annual leave cannot be used.
 2. Sick Leave – an employee who has an accrued sick leave balance of more than twenty-two (22) days may transfer sick leave to another employee as specified above. An employee may not donate days that would result in their sick leave accounting going below twenty-two (22) days. Sick leave means leave granted to an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies as authorized by RCW 28A.400.300.
 3. Subject to any limitations, employees may donate up to six (6) days during any twelve (12) month period.
- C. The District determines the amount of shared leave, if any, an employee may receive. However, an employee cannot receive more than five hundred twenty-two (522) days of shared leave during total District employment.
- D. Leave will be donated, calculated, and received on a full day incremental basis.
- E. While an employee exercises leave transferred under this section, they shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.
- F. Any shared leave not used by the leave recipient during each incident or occurrence as determined by the District must be returned to the leave donor.

Section 3 – Maternity Leave

- A. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are temporarily disabilities.
1. Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington State Human Rights Commission change, the administrative procedure will be revised accordingly.

2. An employee shall notify the Chief Human Resources Officer as early as possible in writing of the expected date of birth of the child.
3. An employee is eligible for a leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. Leave extending beyond five (5) days shall require a physician's statement to verify the leave period for disability relating to pregnancy or childbirth. A physician's statement for a leave of less than five (5) days may be required. In instances where an employee requesting maternity leave is not under a physician's care because of religious reasons; a supporting written statement from the employee will be required. Such leave shall normally be limited to no more than thirty (30) days.
4. Maternity leave is in addition to leave granted through FMLA, the Washington Family Leave Act, and Pregnancy Disability Leave pursuant to the Washington Law Against Discrimination.
5. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:
 - a. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, provided the employee works up to the day their physician indicated as the beginning of their disability.
 - b. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on a health leave without pay for the duration of the period unless the disability beyond sick leave is of such duration that granting the leave would be unreasonable in view of the necessities of the District.
 - c. A long-term substitute may be placed in the employee's position during the period of absence.
6. When returning from leave, a statement from the employee's attending physician releasing the employee to return to work may be required. Because of circumstances relating to the timing of holidays, grading/report periods, vacation periods, and the change of quarters, the administration and the employee may agree to deviations which would extend the return date beyond the period of disability. In such circumstances, the extended period beyond disability shall be without District pay.

Section 4 – Parenting Leave

- A. Employees may use up to thirty (30) days of accumulated sick leave per year for introducing a new child into their family.
- B. This applies to regular childbirth as well as adoption and long-term fostering of a child.
- C. This leave is in addition to maternity leave under section three (3) above and any leave to which the employee is entitled pursuant to the FMLA or the Washington Paid Family and Medical Leave Act.
- D. If the employee does not have enough sick leave, the employee may go on an unpaid parenting leave of up to thirty (30) days. The employee may continue District sponsored insurance programs while on unpaid leave by paying the premiums directly to the insurance company.

Section 5 – Family and Medical Leave (FMLA)

- A. Any eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1st – August 31st), as provided for in District Policy. See Addendum B.

Section 6 – paid Family and Medical Leave (PFML)

- A. Washington State Paid Family and Medical Leave (PFML) is a program managed by the Washington State Employment Department. The program commenced on January 1st, 2020, and employees may be eligible to receive this benefit under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. When requesting information about leave options, employees will be given basic benefit information provided by PFML. Employees will need to contact the Washington State Employment Security Department for detailed information and to apply for the benefits.

Section 7 – Personal Leave

- A. Non-Twelve-Month Employees
 - 1. Two (2) personal leave days will be granted each year. These days can be accumulated to a total of five (5). Personal leave days may be taken, and the employee is not required to state the reasons for taking such leave days. These leave days are separate from sick, family, and emergency leave days.

2. Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days for which no reason need be given, subject to supervisor's approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.
3. Employees who elect to not utilize these days will receive an amount equal to one (1) day's pay for each unused day. These days are prorated for a partial year worked. Three (3) days are eligible for sell back.

B. Twelve Month Employees

1. In addition to vacation day accruals, each employee will be granted an additional three (3) personal leave days annually. These days are separate from vacation days and can be accumulated up to a total of five (5) and will be front loaded each year. Three (3) personal leave days may be taken for which no reason need be given. The employee is not required to state the reasons for the request to take such leave days.
 - a. Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days, subject to supervisor approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.
2. Employees who elect to not utilize these days will receive an amount equal to one (1) day's pay for each for unused days. These days are prorated for a partial year workload. Three (3) days are eligible for sellback.
3. Employees may carry over up to two (2) days of personal leave days each year. In any year an employee may choose to sell back up to three (3) personal leave days at the true per diem rate so long as in the last two (2) years of employment the maximum total of personal leave and vacation days for cash out purposes does not exceed thirty (30).

Section 8 – Temporary Absence

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

Section 9 – Bereavement Leave

- A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. These days must be taken in full day increments. Such leave shall be granted in incidence of a death in the employee's immediate family (including stepfamily) with pay for a period of up to five (5) days. Immediate family is defined as parent, parent-in-law, grandparent, grandchild, brother, sister, spouse or domestic partner, son, daughter, or other dependent child. Domestic partners must be registered with the State or the District must have an affidavit of Domestic Partnership already on file for benefit purposes.
- B. Absences due to the death of a near relative in the employee's family shall be allowed for a period of up to two (2) days. Near relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparent-in-law.
- C. In special cases, the superintendent or designee may extend the definition of immediate family and/or grant extra days.
- D. Funerals and attendance to other business related to personal loss not covered in Paragraphs A, B, and C above may involve the use of emergency leave or vacation.

Section 10 – Jury Service

- A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative their giving such jury service.
- B. When an employee is required to actually perform jury duty, they shall do so without loss of pay and/or benefits.
- C. Jury fees, exclusive of mileage, shall in each case be remitted to the District.
- D. 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, they shall return to the building for assignment.

Section 11 – Subpoena

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

Section 12 – Community Service Leave

- A. An employee representing the District may be excused by their principal or supervisor to attend an education related activity in Spokane County without submitting a request to the

superintendent provided, in the judgment of the supervisor, their duties can be properly covered to the satisfaction of all concerned, and at no additional cost to the District.

- B. Employees representing a charity or community organization may be excused from work upon approval of the superintendent or designee. Any expense, substitute cost or travel cost will be the responsibility of the employee, or the organization represented.

Section 13 – Public Service

- A. It shall be the policy in the District to relieve school employees to participate in the state legislature or other elected positions related to public service from their responsibilities in the public schools without compensation during the term of such office.

Section 14 – Military Leave

- A. The District will grant military leave as provided by law to each staff member who is a member of a United States Military Reserve Unit, a member of the Washington National Guard, or a member of any organized reserve or armed forces of the United States. In addition, other provisions may apply to spouse, child, or parent. Military Leave is provided under USERRA and by RCW 38.40.060.

Section 15 – Education Leaves

- A. Employees who desire to further their education may request to move from full-time to part-time, or full-time leave status. Half-time leave status is defined as one half (½) of the hourly amount required to designate the employee as full-time. Upon approval the employee may work half time. The employee will request the leave in writing.
- B. Upon approval by the District, an employee may take up to one (1) year leave of absence for education without pay or district contribution to benefits. Upon return the employee will be placed in the same position or a similar position for which they are qualified, if a position is available at time of return.

Section 16 – Association President’s Leave

- A. Upon request, the president of the Association will be granted a leave of absence for the school year in which they are 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.

- B. The Association will maintain a record of all days of absence under sick, injury, and emergency leave used by the president during the school year and present it annually to the District.
- C. Upon completion of the term of office and leave of absence the Association president, the District shall, upon the request of the individual, return the individual to the building previously assigned in a similar position, provided the same building is in operation and further provided that the positions has not been changed or eliminated.
- D. In the even the previously assigned building is no longer in operation, or the position has been changed or eliminated, a mutually agreed-upon positions will be provided. The Association will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.

Section 17 – Association Leave

- A. The District shall provide to the Association an aggregate of 250 total days for all bargaining units represented by the Association each school year for the purpose of Association leave.
- B. Use of such leave shall be approved by the president of the Association.
- C. The Association shall provide the full salary costs for the employee's absence when substitutes are required.
- D. Release time for Washington Education Association (WEA) board members, National Education Association (NEA) board members, and arbitration witness shall not be counted against this leave total.
- E. The District will provide substitute time for all joint committee meetings as needed that meet during the workday.
 - 1. Substitute time for joint committees will not be counted against Association leave days.
 - 2. Prior to the establishment of any joint committees, the District and the Association will agree as to the numbers and make-up of the joint committees.
 - 3. All joint committees will strive to minimize impact on school activities by scheduling meetings outside of the school day.

Section 18 – Miscellaneous Leaves

- A. Upon approval of the District, an employee may take up to one year leave of absence without pay. Upon return, the employee will be placed in the same position or a similar

position for which they are qualified, if a positions is available at time of return. Replacement employees may be hired for the one (1) calendar year only.

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

1. Extensive travel – must be in the best interest of the District.
2. Health of the employee or member of the employee’s immediate family
3. Child rearing leave – if not covered by family and medical leave
4. Other educational service so long as deemed beneficial to the District

Section 19 – Vacation Leave

A. Non-Twelve Month Employees

1. Non-twelve month employees will earn a non-twelve month employee stipend. See “Stipends” for details.

B. Twelve Month Employees:

1. Twelve-month employees shall earn vacation monthly on a pro rata basis:

<u>Years of Service</u>	<u>Vacation Eligibility</u>
1 – 4 years 6.66 hrs./mo.	10 days or 80 hours
5 – 9 years 10 hrs./mo.	15 days or 120 hours
10 – 24 years 13.3 hrs./mo.	20 days or 160 hours
25 plus years 15.3 hrs./mo.	23 days or 184 hours

2. Any terminated employee will receive prorated vacation pay on their last warrant.
3. Twelve-month employees requesting vacation during periods of non-student days shall be granted at the time requested by the employee provided that work site coverage as determined minimally necessary by the District can be maintained.
4. Employees may carry over up to one half (½) of their earned vacation and up to two (2) days of personal leave days each year. Additional vacation may be accumulated if an employee is requested in writing to defer their vacation because of work schedules. In any year an employee may choose to sell back up to three (3) days of personal leave at the true per diem rate so long as in the last two (2) years of employment the maximum total of personal leave and vacation days for cash out purposes does not exceed thirty (30). Any terminated employee will receive prorated vacation pay on their last warrant.

Section 20 – Temporary Closure

- A. When an emergency school closure occurs, a twelve (12) month employee will notify their supervisor as soon as reasonably possible of their inability to get to work so that staffing adjustments can be made. Such authorized absence will be deducted from vacation, annual, sick/emergency leave balances, or the time missed may be deducted from compensatory time, at the employee's option.

Section 21 – Natural Disaster Leave

- A. When a natural disaster which precludes a twelve (12) month employee from getting to work is declared by an official public agency, the employee will notify their supervisor of their inability to get to work as soon as possible, so that staffing adjustments may be made. Such authorized absences will not constitute loss of vacation, annual leave, sick/emergency leave, or pay.

Section 22 – Insurance Premiums While on Leave

- A. The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.

ARTICLE V – SALARY AND BENEFITS

Section 1 – Salary

- A. The District shall provide salary schedules to attract, retain, and support a high-quality work force.
- B. During the life of this agreement, the District shall distribute any inflationary adjustment allocation for salaries and salary-related benefits received from the state as follows:
 - 1. The inflationary adjustment allocation dollar amount (that is, the actual dollar amount received from the state) shall be applied as a percentage across the salary schedule.
 - 2. In the event the Salary Rebase Committee determines adjustments to funds that will be sent to the districts, the District and Association will meet to discuss how these funding adjustments will be implemented.
- C. The current salary schedule is listed under Addendum A of this Agreement.
 - 1. For the 2022-2023 school year, the salary schedule shall increase by 6.5%.
 - 2. For the 2023-2024 school year, the salary schedule shall increase by IPD or 1%, whichever is greater.
 - 3. For the 2024-2025 school year, the salary schedule shall increase by IPD of 1%, whichever is greater.
- D. An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoiding employee hardships. Any error which results in incorrect salary schedule placement will be corrected by District payment or employee repayment only from the present year. Prior year's placement error will be adjusted only if such error is brought to the attention of the personnel department of the District prior to October 1st of the present year.
- E. Employees who receive an overpayment by the District will have the following options for repayment, provided that the total monthly amount being paid back, even in multiple instances of overpayments, is a minimum of \$25.00. Additional overpayment options may be utilized, if approved, when unique circumstances exist:
 - 1. Lump sum repayment.
 - 2. Equal payments to be completed by the end of the school year.
 - 3. Equal payments spread over one (1) year.

4. If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the final pay warrant.
 5. Repayment will begin in the warrant following individual notification that such repayment is necessary.
- F. In the event the District identifies an overpayment or underpayment prior to payday, the District will notify the employee of the error. If the error is an underpayment, the District will provide a separate payment to the employee on payday to correct the underpayment. If the error is an overpayment, the employee will be required to provide a lump sum payment for the overpayment on payday.
- G. If requested by the unit, a salary compensation study will be conducted every three (3) years. The process utilized will be jointly decided by the Association and the District.
- H. Salary Schedule Placement:
1. All regular District experience will count toward an employee's placement on the salary schedule regardless of the number of hours worked per day, if such experience either did allow or would have allowed the employee to move forward on the appropriate salary schedule in effect the time.
 2. All substitute District experience of at least six (6) consecutive months in duration in the same bargaining unit position, regardless of the number of hours worked per day, will count toward salary schedule placement. The employee is responsible for requesting salary schedule credit for substitute experience as outlined in this provision at the time of hire in a regular position.
 3. The step increase date will be the actual date of hire, minus any unpaid leave(s) of absence or other breaks in service. Military leave and unpaid leaves of absence in which the educational support employee receives worker's compensation benefits shall be exceptions to this clause and shall not be considered breaks in service.
- I. Employees anticipated to work less than 630 hours during the period September through August will be provided the following options for the payment of wages:
1. Ten (10) even amounts from September through June.
 2. Twelve (12) even amounts from September through August.
 - a. If initial employment begins on or after April 1st, the twelve (12) month payment cycle may be delayed until September of the initial year of employment.
 3. Once an employee selects option number 2 above, the ten (10) month payment of wages option is no longer available.

- J. Non-compulsory hours worked prior to the opening of school will be paid in the October pay warrant provided the time is submitted by the regular October payroll processing deadlines.

Section 2 – Stipends

- A. **Education Stipend** - Employees will earn a stipend for acquiring the following education levels. This stipend shall be paid in September. Each employee can only earn one (1) education stipend per year.
 - 1. 4-year college degree - \$400
 - 2. 2-year college degree or PSP Certificate Advanced or Basic - \$300
- B. **Contract Incentive Stipend** - \$813 contract incentive stipend to be paid in equal installments over twelve (12) months. The amount will be prorated based on the number of months employed with the District. This stipend will increase annually by the same percentage as the base wage rate, not including any additional increases provided for pay differentials.
- C. **Longevity Stipend** – \$300 longevity stipend paid in February for reaching twenty (20) years of service by September 1st.
- D. **Hold Harmless Stipend** – Employees who were hired prior to September 1, 2006 who have earned stipends in excess of the total dollars offered for stipends as noted above will receive a Hold Harmless stipend in the amount of the difference between the average total stipend amount earned in the previous three (3) years (2003-04; 2004-05; 2005-06) and the current available stipend amount. This Hold Harmless stipend shall remain the same once established for each individual. This stipend is paid in June.
- E. **Non-Twelve-Month Employee Stipend** - Non-twelve month employees will earn a salary increment stipend in consideration of the fact that these non-twelve month employees are only eligible to earn a limited number of paid vacation days off, regardless of their years of service.
 - 1. Employees will have a choice of a lump sum amount paid in December or a monthly stipend paid from December through June. Once a payment selection plan is made the District will continue to use the same payment method unless informed by the employee.
 - 2. This stipend will be calculated based on annual salary as of December 1 according to the following schedule:

Years of Service

Stipend %

1-4 years	2.65%
5-9 years	3.71%
10-24 years	5.83%
25 plus years	6.98%

F. Medication Stipends

1. Stipends will be allocated to buildings based on the daily dispensing of medication to individual students, based on averaging the daily doses given on the first student day in October and the first student day in May, as follows:

- a. 1 to 20 doses \$232.50
- b. 21 to 40 doses \$332.50
- c. 41 doses and up \$432.50

This stipend will be paid in June.

2. Stipends may be divided among up to a maximum of three (3) people, as determined by the employees at the site.

Section 3 – TRI/Non-Compulsory Workday

A. Twelve month employees shall have the option of working three (3) additional supplemental workdays to be used for time spent in training and/or for workshop fees.

B. Non-twelve month employees shall have the option of working additional supplemental workdays. Employees may use their noncompulsory days before, after, or during the student year.

1. Secretarial/Clerical

a. Each employee shall have the option of working extra workdays. Such time will be in increments of no less than one (1) hour for periods of time one (1) hour or longer. Each employee shall determine how this time is to be spent subject to the approval of their supervisor. Such time will be reported using the appropriate form.

b. Employees shall have six (6) additional paid optional days per year plus one (1) designated day (see 4 below). The length of extra workdays for employees will be the same length as their normal workday and are prorated for a partial year worked. Workdays may include attendance at workshops for which the supervisor has approved.

- c. These days may be broken up into hourly increments for use during the school year in conferencing with supervisor or staff or in the performance of other duties or may be used before or after the student year.

C. Library Clerks

1. Each employee shall have the option of working extra workdays. Such time will be in increments of no less than one (1) hour for periods of time one (1) hour or longer. Each employee shall determine how this time is to be spent subject to the approval of their supervisor. Such time will be reported using the appropriate form.
 2. Four (4) additional days may be used in increments of not less than one (1) hours. This time must be submitted on a special pre-printed hourly timesheet.
- D. If the principal deems it necessary, one (1) employee at the elementary and middle school level will be required to work semester break day as a compulsory workday. The supervisor, in coordination with the clerical employees at the site, will identify which employee will work the compulsory day. For the identified employee, the time worked will not be deducted from the employee's TRI/float balance.
- E. All supplemental workdays require prior supervisory approval.
- F. Supplemental days/time worked may not result in overtime.
- G. A supplemental day shall equal the number of regular hours assigned to the employee and are prorated for a partial year worked. Workdays may include attendance at workshops for which the supervisor has approved.
- H. In lieu of up to one and one half (1 ½) of the above noncompulsory days, employees may utilize an equivalent amount of money to reimburse tuition or workshop fees for classes or workshops related to their employment. Such fees to be claimed as time as opposed to actual tuition fee reimbursement.

Section 4 – Benefits

- A. Washington State Paid Family and Medical Leave (PFML):
1. Effective January 1, 2020, the Washington Family Leave Act is repealed and eligible employees are covered by Washington's Family and Medical Leave Program RCW 50A.04.
 2. Eligibility for leave and benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State).

- a. Employees will pay, as a payroll deduction (as determined by RCW 50A.04.115):
 - i. The full cost of the premiums associated with family leave benefits; and
 - ii. Forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits. The District will pay the remaining fifty-five percent (55%) of the premiums associated with the medical leave benefits.
 - b. The pay deductions become effective September 1, 2019, and will be reflected on the October 2019 pay warrant.
3. For the duration of this agreement, the District will use the state insurance as the carrier for the PFML.
- B. School Employees Benefit Board (SEBB). The following provisions are presently in effect by the SEBB, and modifications made by the SEBB will be implemented as required by law. All of the provisions of this section shall be interpreted consistent with the rules and regulations of the SEBB. If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiations over the changes.
1. Beginning January 1, 2020, the District shall pay the full portion of the employer contribution to the school Employees Benefit Board (SEBB) for insurance program as adopted by the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.
 2. The parties recognize there may be unanticipated impacts due to the transition and agree to ongoing and timely information sharing and problem-solving discussions with the intent to minimize and mitigate negative impacts to staff during the transition period.
 3. Employee payroll deductions for premiums and surcharges will be based on the policies and rate schedules established by the SEBB Program. The District will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

4. Benefits presently provided by the SEBB include but are not limited to:
 - a. Basic Life and Accidental Death and Dismemberment Insurance (AD&D)
 - b. Basic Long-Term Disability
 - c. Vision
 - d. Dental including orthodontia
 - e. Medical
5. Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangements (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HCA) when a qualifying High Deductible Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction if available by SEBB for any supplemental insurance that they choose to enroll through SEBB (e.g., optional AD&D, Long Term Disability, etc.)
6. Dependent Coverage for the Purpose of SEBB.

Subject to SEBB dependent verification requirements:

- a. Legal spouses, state registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical disability who meet SEBB certification requirements.
 - b. Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019 but who no longer qualify for coverage under the SEBB, the employee will have the opportunity to enroll these dependents at the employee's cost for a period of up to 18 months in accordance with SEBB provisions and the opportunity to make such payments will be made through payroll deduction by the District and paid to the HCA for this purpose as long as the employee has sufficient net pay to cover the monthly cost.
7. Eligibility
 - a. Employees, including substitutes, shall be eligible for full insurance coverage under SEBB if they work, or are anticipated to work, 630 or more hours in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1st through August 31st. All

hours worked during the year shall count for the purposes of establishing eligibility.

- b. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, and the employee is anticipated to work 630 hours during the following year, that employee will be provided benefits coverage if the employee will be working at least 17.5 hours each week for six (6) of the last eight (8) weeks before the last day of school for those who work nine to ten (9-10) months, or six (6) of the last eight (8) weeks before the end of the year (August 31st) for eleven to twelve (11-12) month positions.
- c. In accordance with the SEBB program, paid leave shall count towards the 630-hour used to determine eligibility for benefits under this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State paid Family Medical Leave Program may continue to receive the employer contribution toward SEBB insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.
- d. For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying premiums and applicable surcharges to the HCA in accordance with the SEBB continuation coverage option.

8. Benefit Enrollment/Start:

- a. SEBB will provide an open enrollment period each year to allow employees to modify their benefit plan selection for the ensuing benefit plan year. The open enrollment period shall be established by the SEBB Program.
- b. If an employee has a qualifying change in family or employment status, outside the annual open enrollment period, benefit changes may be requested in the manner and timeframe established by the SEBB Program.
- c. An eligible employee must complete enrollment and dependent verifications within the required timeframe established by the SEBB Program.
- d. In the event an eligible employee does not submit benefit enrollment information within the required timeline, the employee will be automatically enrolled in the employee only default plans for medical,

dental, vision, basic life, AD&D, and basic long-term disability insurance, in accordance with the SEBB Program.

- e. Benefit coverage will begin the first day of the month following the first day of work for eligible positions (per the Eligibility clause above), except during the month of September when the employee's benefit coverage will begin in September on their 1st day of work if the employee is in an eligible position and the employee begins on or before the first school day in September.
- f. Should an employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630-hour eligibility mid-year for two (2) consecutive years, the employee will be anticipated to work 630 hours going forward if in the same position and, therefore, be eligible for benefits under SEBB.

9. Continuity of Coverage: Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefits coverage if they meet the eligibility requirements above.

10. Benefit Termination / End:

- a. Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through the last day of the calendar month of employment, consistent with the SEBB provisions.
- b. In accordance with SEBB provisions, when an employee eligible for benefits separates from employment after completion of the employee's full contract obligation, the separation will be effective August 31st. In cases when an employee provides notice of an alternate date, the District will provide the employee notification of the impact on benefit eligibility and coverage.

C. COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law and SEBB provisions.

D. In accordance with state and federal law, employees have the opportunity to participate in making VEBA contributions based on the outcome of the employee group votes conducted by the Association. VEBA funding options include: sick leave cash out at retirement, and annual sick leave sell back. If one (1) or more options are adopted by the employee group votes, all eligible employees in the group must participate. The Association will annually notify the District by November 15th of participation in the VEBA plan and the approved employee funding options. The Association's written notification to the District will

constitute agreement of the parties for implementation of VEBA contributions for the next calendar year. The election results remain in place for the entire calendar year.

- E. Retirement: Employees participate in retirement in accordance with the rules and regulations established by the Washington State Department of Retirement Systems.
- F. Tax sheltered annuity and Washington State Deferred Compensation deposits shall be transferred by payday each month. Every employee participating in an annuity or the state's deferred compensation program will be provided notice of the date of transfer of their tax- sheltered annuity.
- G. The District shall provide automatic payroll deduction for health club fees at the employee's option.

ARTICLE VI – SETTLEMENT OF GRIEVANCES

Section 1 – Definitions

- A. A grievance is defined as an alleged violation of a specific term of this Agreement, or a dispute regarding an interpretation of the Agreement.
- B. A grievant shall mean an individual employee, group of employees within a building or program, or the Association.
- C. To the extent that time limits are expressed in days, days shall refer to school days when school is in session during the student calendar, and actual business days during the summer.

Section 2 – Time Limits

- A. Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process, except that any grievance shall be processed during the period in which the parties involved are available.
- B. A grievant must file a grievance within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later.
- C. Grievances regarding assignment/transfer, will follow the steps described below:
 - 1. From the time an employee was notified of a reassignment, involuntary transfer, other change of position, or was notified that their not selected for a voluntary transfer, the employee will have five (5) days to file a formal written grievance.
 - 2. Once the grievance is filed it will be expedited.
 - 3. If the Superintendent or their designee rules in favor of the grievant, the grievant will be offered the position that was grieved. The employee originally selected for the transfer will be returned to their former position. If the grievant is denied the grievance, the grievant may appeal the grievance to arbitration. However, the transfer position will be permanently filled by the employee who was selected.
- D. Failure of either party to comply with the time limits set forth herein will serve to declare the grievance as settled based upon the last request made or last answer provided, and no further action shall be taken.

- E. Time limits as specified herein may be extended by mutual concurrence of the parties; provided however, no request for extension of time limits shall be made by either party after the applicable time limits in any of the grievance steps have already expired.
- F. The parties agree not to use the concept of a continuing grievance.

Section 3 – Limitations of Grievances

- A. Grievances based only on the Preamble shall be grievable only through Step Three of the grievance procedure contained herein. All other grievance limitations outlined in the Collective Bargaining Agreement remain in effect.

Section 4 – No Reprisals

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

Section 5 – Submission of Grievances

- A. Each grievance will be submitted separately except in cases wherein both the District and the Association mutually agree to have more than one (1) grievance handled at one time.
- B. If a grievance affects a group of employees or the Association, the Association may initiate and submit an Association grievance in writing to the District superintendent directly, signed by the president of the Association, and the processing of such grievance shall be commenced at Step Three.
- C. Step One of the procedure shall begin with the responsible administrator.

Section 6 – Grievance Processing Steps

- A. Step One/Informal

Within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later, the employee shall request a meeting with their immediate supervisor/principal to discuss the potential contract violation and potential solutions. The parties acknowledge that it is most desirable for an employee and their immediate supervisor to resolve problems through free and informal communications.

1. This informal discussion will not be bypassed unless it is an Association or class action grievance.

2. Every effort shall be made to resolve the problem at this level in an informal manner.
3. An employee requesting such a meeting shall identify the subject of the concern.
4. If the complaint is not resolved, it shall be moved to Step Two.

B. Step Two

If the complaint is not resolved, it shall be reduced to writing by the grievant and submitted to the Principal or Supervisor within five (5) days of the response at Step One-Informal.

1. A written grievance should include the article, section, and the specific term(s) violated or misinterpreted the specific factual basis for the grievance, the relief sought and the grievant's name and signature.
2. Upon receipt, the Principal or Supervisor shall arrange a conference to discuss the written grievance.
 - a. The grievant and an association representative (if the grievant desires) will be present at the conference.
 - b. Human Resources or co-supervisors may also attend the meeting to assist in discussing a resolution.
 - c. If the Association is not in attendance, they shall be notified of the Step Two grievance meeting.
3. Within five (5) days following the conference, the supervisor will provide the grievant and the Association with a written response to the grievance. Such response will include the basis upon which the decision was based.

C. Step Three

In the event that the grievant is not satisfied with the disposition of the grievance at Step Two, they shall within five (5) days refer the grievance in writing to the superintendent or their designee.

1. The superintendent or designee shall meet with the grievant in order to discuss the grievance and possible resolutions.
2. The superintendent or designee shall provide the grievant with a written disposition of the grievance within five (5) days of such meeting.

D. Step Four

1. Mediation - The Association and the District may mutually agree to mediate the grievance through the Washington State Public Employment Relations Commission (PERC). Such request will be made to PERC within ten (10) working days after the Step Three decision. If the parties do not mutually agree to the mediation, the grievance will move to Step Five.

E. Step Five

1. Arbitration

The Association, at its sole discretion, may advance any grievance to final and binding arbitration which has not been resolved through the use of the above enumerated grievance steps and procedures and is not subject to the exclusions herein.

2. The Association will notify the other party in writing that the matter is to be submitted for arbitration.
3. Arbitrations shall be filed with either the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Services (FMCS) within fifteen (15) days of receipt of the Step Three response, or Step Four if applicable.
4. The arbitrator shall be selected from a list provided by FMCS or AAA. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection.
5. The arbitrator to hear the case shall be chosen using the process described in the following section of this article.

The arbitrator shall follow the rules of the American Arbitration Association and/or the Federal Mediation & Conciliation Service and shall have no authority to extend, alter, or modify this Agreement or its terms. The arbitrator shall limit their findings and decision solely to specific terms of this Agreement and application of such terms herein set forth. The arbitrator shall have no power to extend or limit the Agreement beyond what the parties have agreed upon. The arbitrator shall be without power to award punitive damages.

The arbitrator shall make a written report of their findings of fact and decision including the basis in law, if any, for such decision, to the District, the Association, and the grievant within thirty (30) days after the final hearing is concluded.

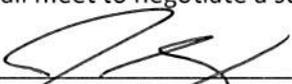
6. The arbitrator's decision shall bind both of the parties. Both parties retain their usual right to seek legal relief regarding any arbitrator's decision.

Section 7 – Arbitration Costs

- A. The District and the Association shall each bear its own expenses involved in the processing of grievance. The two (2) parties shall share equally the cost of the arbitrator.

ARTICLE VII – DURATION AND SIGNATORY PROVISION

This Agreement is made and entered into between Spokane Public Schools of Spokane, Washington, the Employer, and the Spokane Education Association. This Agreement shall be in full force and effect beginning with the ratification by both parties and shall remain in full force and effect through August 31, 2025. At any time that rules, regulations, and/or law is changed during the duration of this Agreement, this Agreement shall be reopened for the express purpose of negotiating the affected sections. The parties shall meet to negotiate a successor Agreement not less than sixty (60) days prior to the expiration date.



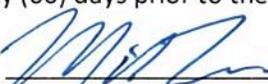
President, Spokane Education Association

DECEMBER 14, 2022
Date



Bargaining Chair,
Spokane Education Association

December 14, 2022
Date



President, Board of Directors

1/4/23
Date



Secretary,
Board of Directors

1/4/23
Date

ADDENDUM A: 2022-2023 SALARY SCHEDULE

Sept. 1, 2022

**SPOKANE SCHOOL DISTRICT NO. 81
SECRETARIAL-CLERICAL SALARY SCHEDULE - SC, 2022-23**

LEVEL		EXPERIENCE INCREMENTS						LONGEVITY INCREMENTS			
		0	1	2	3	4	5-8	9-13	14-18	19-23	24
6	Hourly	18.66912	19.60723	20.59780	21.63186	22.72025	23.85209	25.05094	26.30229	27.62249	29.01329
8	Hourly	20.00741	20.99618	22.05926	23.16575	24.32296	25.54712	26.82023	28.16398	29.57831	31.06332
9	Hourly	20.71552	21.75320	22.83615	23.96798	25.17410	26.42365	27.74198	29.12922	30.59246	32.12455

Employee will move from one step to another at the completion of the year identified on the next step, not at the beginning of the year.

ADDENDUM B: FAMILY AND MEDICAL LEAVE

Family and Medical leave

1. An eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1 - August 31). A regular employee shall first become eligible for family and medical leave following the adjusted anniversary of their date of hire. Employees other than regular employees shall be eligible, according to the eligibility provisions established in the family and medical leave act.
2. An eligible employee is entitled to family medical leave for:
 - a. the birth of a child and to care for such child.
 - b. the placement of a child with the employee for adoption or foster care that requires State action.
 - c. caring for the employee's seriously ill spouse, parent, child under eighteen (18) years of age or a child over age 18 who is "incapable" of self-care because of a mental or physical disability.
 - d. a "serious health condition" that makes the employee unable to perform their job functions.
3. For purposes of family medical leave:
 - a. "Incapable of self-care" means that their incapable of performing several of the basic activities of daily life without the assistance of another person.
 - b. "Spouse" is defined in accordance with State laws. Unmarried domestic partners do not qualify for family medical leave to care for their partner.
 - c. "Serious health condition" covers conditions or illnesses affecting one's health to the extent that inpatient care is required or absences are necessary on a recurring basis or for more than a few days of treatment or recovery. Prenatal care is explicitly included; routine physical examinations are explicitly excluded.
4. If leave is taken for birth or placement for adoption or foster care and both spouses work for Spokane School District #81, the family medical leave that may be taken is limited to a combined total of twelve (12) workweeks, provided that any period of physical disability taken by the biological mother shall not be included in the twelve (12) week limitation.

5. Family medical leave shall be without pay for all or part of the leave. An employee may elect to use accrued sick leave to which they are entitled prior to going on unpaid family medical leave. When requesting family and medical leave, the employee shall notify the District of their intention regarding use of accrued paid leave to which they are entitled.

Spokane School District No. 81 shall be responsible for maintaining coverage under any group health plan for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment for the duration of such leave. If the employee fails to make timely payment of their portion of the premium, the District shall cease to maintain health coverage. Upon the employee's return to work, the employee's group health benefits will be restored to the terms that would have been provided if the employee had continued in employment for the duration of such leave.

If the employee fails to return from family medical leave the District may deduct from any sums owed to the employee for all premiums paid during the leave. Any amount not received by deduction, the former employee must reimburse directly to the District.

6. Family medical leave taken on an intermittent basis (such as working a reduced work-week) for purposes of birth or because of placement for adoption or foster care requires District approval. Leave to care for a seriously ill family member or because of the employee's own serious health condition may be taken whenever medically necessary. If an employee requests intermittent leave to care for a seriously-ill family member or for the employee's own serious health condition and the need for leave is foreseeable based on planned medical treatment, the District may temporarily transfer the employee to an available alternate position with equivalent pay and benefits. If the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job.
7. For part-time employees and those who work variable hours, the family medical leave entitlement is calculated on a pro rata or proportional basis. Employees not eligible for medical benefits will receive leave only.
8. Upon returning from family medical leave, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
9. An employee who plans to take family medical leave must provide the District with the written notice at least thirty (30) days in advance, unless the leave is not foreseeable, in which case the employee must notify the District as soon as possible.

Employees should consult with their supervisor when giving notice regarding planned medical treatments and make reasonable efforts to schedule the leave so as to not unduly disrupt the District's operations, subject to the approval of the health care provider.

The District may require certification (and subsequent recertification to support continuing leave) for medical leave and may require the employee to obtain a second medical opinion at the District's expense. The District may also require periodic reports from an employee on family medical leave regarding the employee's status and intent to return to work.

10. The District may require instructional employees who request intermittent (or reduced) leave for planned medical treatment for more than 20 percent of the total number of days in the period during which the leave would be used to elect to:

a. take leave for a particular duration of time which is not greater than the duration of the planned treatment,

or

b. be transferred to an alternative position.

Instructional employees who request a period of leave near the end of an academic term may be required to continue taking leave until the end of the term.

ADDENDUM D-1: CALENDARS

2022-2023 SCHOOL YEAR

AUGUST

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
♦29	♦30	♦31		

SEPTEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	♦14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JANUARY

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

SIGNIFICANT DATES

Aug. 29 - 31 Teacher Work Day/ Prof. Learn. Imp. Day
 Sept. 1-2 Launch Conferences
 Sept. 5 Labor Day
 Sept. 6 First Day of Classes (1st through 12th)
 Sept. 7 First Day of Kindergarten (A/B Rotation)
 Sept. 13 First Day of All Kindergarten Together
 Sept. 26 First Day for School Day Preschool (PK)
 Sept. 27 First Day for AM/PM & CIP PK
 October 14 Prof. Learn. Imp. Day / Non-Student Day
 Nov. 11 Veterans Day
 Nov. 23-25 Thanksgiving Break
 Dec 19-Jan 2 Winter Break
 Jan 16 MLK Day
 Jan 26-27 Elementary Progress Conferences / Non-Student
 Feb 3 Semester Break-Day / Non-Student Day
 Feb 20 President's Day
 Feb. 21 Prof. Learn. Imp. Day / Non-Student Day
 April 3-7 Spring Break
 May 29 Memorial Day
 June 9 Last Day for AM/PM & CIP PK
 June 13 Last Day for School Day PK
 June 16 Last Day of School
 June 19 Juneteenth
 June 20-22 Weather Make Up Days

ELEMENTARY GRADING PERIODS

Jan. 27 End of First Semester Elementary
 June 16 End of Second Semester Elementary

ELEMENTARY REPORTING

First Grading Period
 Feb. 6 Report Cards

Second Grading Period
 June 16 Report Cards

SECONDARY GRADING PERIODS

Nov. 4 End of First Quarter
 Jan. 27 End of First Semester
 Apr. 14 End of Third Quarter
 June 16 End of Second Semester

SECONDARY REPORTING

Nov. 15 First Quarter Report Cards Secondary
 Feb. 7 First Semester Report Cards Secondary
 Apr. 24 Third Quarter Report Cards
 June 22 Second Semester Report Cards

FEBRUARY

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	♦21	22	23	24
27	28			

MARCH

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	★20	★21	★22	23
26	27	28	29	30

LEGEND

- First/Last day of School
- Late Start/Collaboration
- Holiday
- No School/School Break Day
- Conferences
- ▲ Friday Collaboration Day/Early Release
- ♦ Teacher Workday/Prof. Learn. Imp. Day
- ★ Weather/Emergency Makeup Day



2022-2023 SPS Calendar *DREAM. ACCESS. OPPORTUNITY.*

ADDENDUM D-2: CALENDARS 2023-2024 SCHOOL YEAR

2023-2024																																																	
August '23					Professional Learning Improvement Day (PLID)					February '24																																							
S	M	T	W	T	F	S	Teacher Workday					S	M	T	W	T	F	S																															
			1	2	3	4	5	Late Start/Collaboration					4	5	6	7	8	9	10																														
6	7	8	9	10	11	12	First Day of Classes/ Last Day of School					11	12	13	14	15	16	17																															
13	14	15	16	17	18	19	Holidays					18	19	20	21	22	23	24																															
20	21	22	23	24	25	26	Conferences					25	26	27	28	29																																	
27	28	29	30	31	Weather Make Up					Winter/Spring Breaks																																							
September '23					October '23					November '23					December '23					January '24																													
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S															
					1	2	1	2	3	4	5	6	7	1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6																		
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	7	8	9	10	11	12	13	7	8	9	10	11	12	13															
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	14	15	16	17	18	19	20	12	13	14	15	16	17	18															
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	21	22	23	24	25	26	27	19	20	21	22	23	24	25															
24	25	26	27	28	29	30	29	30	31	26	27	28	29	30	26	27	28	29	30	31	28	29	30	26	27	28	29	30	31	26	27	28	29	30	31														
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23					December '23					January '24					February '24					March '24					April '24					May '24					June '24				
September '23					October '23					November '23																																							

ADDENDUM D-3: CALENDARS 2024-2025 SCHOOL YEAR

2024-2025													
August '24		Professional Learning Improvement Day (PLID)	February '25										
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	2	3	4	5	6	7	8
4	5	6	7	8	9	10	9	10	11	12	13	14	15
11	12	13	14	15	16	17	16	17	18	19	20	21	22
18	19	20	21	22	23	24	23	24	25	26	27	28	
25	26	27	28	29	30	31							
Teacher Workday													
Late Start/Collaboration													
First Day of Classes/ Last Day of School													
Holidays													
Conferences													
Weather Make Up													
Winter/Spring Breaks													
September '24		Aug. 26-28: Teacher Work Day/ PLID					March '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	2	3	4	5	6	7	8
8	9	10	11	12	13	14	9	10	11	12	13	14	15
15	16	17	18	19	20	21	16	17	18	19	20	21	22
22	23	24	25	26	27	28	23	24	25	26	27	28	29
29	30						30	31					
September 29-30: Launch Conferences													
September 2: Labor Day													
September 3: First Day of Classes (1st through 12th)													
September 4: First Day of Kindergarten (A/B Rotation)													
September 10: First Day of All Kindergarten Together													
September 23: First Day for School Day Preschool (PK)													
September 24: First Day for AM/PM & CIP PK													
October '24		October 11: PLID					April '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	6	7	8	9	10	11	12
6	7	8	9	10	11	12	13	14	15	16	17	18	19
13	14	15	16	17	18	19	20	21	22	23	24	25	26
20	21	22	23	24	25	26	27	28	29	30			
27	28	29	30	31									
November 11: Veterans Day													
November 27-29: Thanksgiving Break													
Dec 23-Jan 3: Winter Break													
Jan 16-17: Elementary Progress Conferences													
Jan 20: MLK Day													
November '24		Jan. 31: Semester Break-Day / Non-Student Day					May '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	4	5	6	7	8	9	10
3	4	5	6	7	8	9	11	12	13	14	15	16	17
10	11	12	13	14	15	16	18	19	20	21	22	23	24
17	18	19	20	21	22	23	25	26	27	28	29	30	31
24	25	26	27	28	29	30							
Feb. 14: PLID													
Feb. 17: President's Day													
Feb. 18: Snow Make-Up / Non Student Day													
March 14: Snow Make-Up / Non Student Day													
April 7-11: Spring Break													
May 23: Snow Make-Up / Non Student Day													
December '24		May 26: Memorial Day					June '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30					
June 11: Last Day for AM/PM & CIP PK													
June 13: Last Day for School Day PK													
June 17: Last Day of School													
June 19: Juneteenth													
# School Days													
							Aug	2					
							Sept	20					
							Oct	22					
							Nov	17					
							Dec	15					
							Jan	18					
							Feb	17					
							Mar	20					
							Apr	17					
							May	20					
							June	12					
							TOTAL	180					
January '25							June '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	1	2	3	4	5	6	7
5	6	7	8	9	10	11	8	9	10	11	12	13	14
12	13	14	15	16	17	18	15	16	17	18	19	20	21
19	20	21	22	23	24	25	22	23	24	25	26	27	28
26	27	28	29	30	31		29	30					

ADDENDUM D-4: EMPLOYMENT DATES

Number of Days:	194	195	198	204	211	214
Job Titles:	BECCA Support Secretary	Library Clerk	Other designated Secretaries in School Buildings and Central Administration	Designated Support Secretaries in School Buildings, Elementary Office Manager, Secretary-Title VII Indian Ed	Designated Central Admin Secretaries, Designated Support Secretaries High School and Middle School, Secretary, Special Ed	Middle School Office Manager Designated High School Support Secretaries Other Designated Secretaries in School Buildings and Central Administration
Start Date:	August 26, 2022 Four days before School Launch	August 30, 2022 Two days before School Launch	August 24, 2022 Six days before School Launch	August 18, 2022 Ten days before School Launch	August 17, 2022 Eleven days before School Launch	August 12, 2022 Fourteen days before the School Launch
End Date*:	June 16, 2023* Last day of school	June 21, 2023* Three days after the last day of school	June 20, 2023* Two days after the last day of school	June 22, 2023* Four days after the last day of school June	June 30, 2023* Ten days after the last day of school	June 30, 2023* Ten days after the last day of school

ADDENDUM E: FTE CONVERSION CHART

Position Hours/Day	198	204	211	214	260
1	0.10	0.10	0.10	0.10	0.13
1.5	0.14	0.15	0.15	0.15	0.19
2	0.19	0.20	0.20	0.21	0.25
2.5	0.24	0.25	0.25	0.26	0.31
3	0.29	0.29	0.30	0.31	0.38
3.5	0.33	0.34	0.36	0.36	0.44
4	0.38	0.39	0.41	0.41	0.50
4.5	0.43	0.44	0.46	0.46	0.56
5	0.48	0.49	0.51	0.51	0.63
5.5	0.52	0.54	0.56	0.57	0.69
6	0.57	0.59	0.61	0.62	0.75
6.5	0.62	0.64	0.66	0.67	0.81
7	0.67	0.69	0.71	0.72	0.88
7.5	0.71	0.74	0.76	0.77	0.94
8	0.76	0.78	0.81	0.82	1.0

ADDENDUM F: SECRETARIAL/CLERICAL CATEGORY LIST FOR TRANSFERS; JOB TITLES AND PAY LEVELS

There are three (3) levels of secretarial/clerical positions. Listed under each level are the job titles.

Level 6

Secretary Classifications

BOOKKEEPER, HIGH SCHOOL
BOOKROOM CLERK, HIGH SCHOOL
CAMPUS SAFETY SECRETARY
CLERK, NUTRITION SERVICES
CLERK/SECRETARY, GUIDANCE HS
HEART TRANSPORTATION SPECIALIS
RECEPTIONIST
SUPPORT SEC, GUIDANCE, HS
SUPPORT SECRETARY, ELEMENTARY
SUPPORT SECRETARY, HS
SUPPORT SECRETARY, MS
SUPPORT SECRETARY, OPTIONS SITE
SUPPRT SEC, BOOKROOM, HS
SUPPRT SEC, BOOKROOM, MS
SUPRT SEC, ATTENDANCE, HS
SUPRT SEC, BUSINESS OFFICE, MS
SUPRT SEC, STUDENT OFFICE, MS

Level 8

Secretary Classifications

ACCOUNTS PAYABLE CLERK
CASHIER, ACCOUNTING
CURRICULUM SECRETARY
DATA PROCESSOR, HIGH SCHOOL
DATA PROCESSOR/LEAD BKPR OPTNS
ITINERANT FINANCE CLERK
LEAD BOOKKEEPER, HIGH SCHOOL
LEAD BOOKKEEPER, OPTIONS
SECRETARY ASSESSMNT INSTR PRGR
SECRETARY BOOKKEEPER EXPRESS
SECRETARY, ENG LANG DEVEL
SECRETARY, FACILITIES & MAINTENANCE
SECRETARY, SPECIAL EDUCATION
SECRETARY, STUDENT SERVICES

SECRETARY,SPECIAL EDUCATION
SUPPORT SECRETARY,OPTIONS SITE
WAREHOUSE SECRETARY

Level 9

Secretary Classifications

OFF MGR,EARLY LEARNING
OFF MGR,HLTH SVS,RISK PL,TRNS
OFF MGR,NUTRITION SERVICES
OFF MGR,OFCE & CAMPUS SAFETY
OFFICE MANAGER, ELEMENTARY
OFFICE MANAGER, HIGH SCHOOL
OFFICE MANAGER, MIDDLE SCHOOL
OFFICE MANAGER, OPTIONS SITE
OFFICE MANAGER, SKILLS CENTER
OFFICE MANAGER, SPEC PROGRAMS
OFFICE MANAGER, SPECIAL ED
OFFICE MANAGER,CAP PRJTS & PLN
OFFICE MANAGER,COMMUNITY RELAT
OFFICE MANAGER,FACILITIES & MA
OFFICE MANAGER-PROF/TECH ED

ADDENDUM G: MEMORANDUM OF UNDERSTANDING JOB DESCRIPTIONS

The District and the Association agree that the 2015-2016 collective bargaining agreement references a job classification study to be completed by April 2016. Based on work completed through April 2016, the District and the Association agree that the work to be completed should be clarified and the timeline should be adjusted.

The District will work with the Secretarial/Clerical Leadership Team by December of 2022 to review and update all job descriptions. Based on the review, an appropriate work timeline and completion time will be discussed and agreed upon by the District and the Association.