

LAKE WASHINGTON SCHOOL DISTRICT NO. 414

BOARD OF DIRECTORS' MEETING

October 22, 2012

Individuals with disabilities who may need a modification to participate in a board meeting should contact the superintendent's office as soon as possible in advance of a meeting so that special arrangements may be made.

CONSENT AGENDA

A consent agenda has been established by the board in order to eliminate the time-consuming task of acting on routine and repetitive business items. These items are now placed in a consent agenda package and will be voted on at one time.

If you see an item on the consent agenda that you would like to have publicly discussed, please discuss your concern with a board member prior to action on the consent agenda.

Lake Washington School District Acronyms

AMO: Annual Measurable Objectives

AP: Advanced Placement

B/CR: Board/CEO Relationship

CADR: College Academic Distribution Requirements

CBA: Classroom-Based Assessments

CDSA: Common District Summative Assessments

CIP: Continuous Improvement Plan

CLT: Central Leadership Team

COE: Collection of Evidence

CTE: Career & Technical Education

EOC: End of Course

DIBELS: Dynamic Indicators of Basic Early Literacy Skills

DLT: District Leadership Team (manager level and above, includes both certified and classified)

EALR: Essential Academic Learning Requirements

EL: Executive Limitations (See Policy Governance, below)

ELL: English Language Learners

ER: End Results (formerly known as ENDS). Goals set forth by the board, including the mission of the district.

ESEA: Elementary and Secondary Education Act

GLE: Grade Level Expectations (state)

GP: Governance Process (Board)

HCP: Highly Capable Program

HSPE: High School Proficiency Exam

KPI: Key Performance Indicators

LC: Learning Community - The district is divided into four learning communities. Each

one is made up of a high school and the elementary schools and junior highs that feed into it. The four learning communities are: Eastlake, Juanita, Lake Washington, and Redmond.

LEAP: Learning Enhancement & Academic Planning

MSP: Measurement of Student Progress

NEVAC: Northeast Vocational Area Cooperative (25 high schools north and east of Lake Washington, King & South Snohomish Counties)

NSBA - National School Board Association

OSPI: Office of Superintendent of Public Instruction

Policy Governance: A governance process used by the school board. Sets forth “ends” (goals) that the superintendent must reach, while abiding by “executive limitations.” Ends include the district’s mission. Executive limitations provide the boundaries for how the superintendent and staff can get to the goals. See the board policy section on the web site for more information.

Quest: Highly capable program for students in grades 1-9

RCW: Revised Codes of Washington

SALT: Strategic Advisory Leadership Team

STEM: Science, Technology, Engineering, and Mathematics

WAC: Washington Administrative Codes

WaNIC: Washington Network for Innovative Careers

WLPT: Washington Language Proficiency Test

WSSDA: Washington State School Directors Association

5QL: 5 Stars for Quality Learning (staff development program on integrating technology into the classroom)

LAKE WASHINGTON SCHOOL DISTRICT

Board of Directors' Meeting

L.E. Scarr Resource Center Board Room

October 22, 2012

<u>Time</u>	<u>Action</u>	<u>Policy</u>	<u>Tab</u>	<u>Page</u>
5:30 p.m.	Convene, Roll Call			
	Approve Agenda			
	Consent Agenda	GP-8 (Annual Agenda Planning)		
	▪ Minutes - October 8 work session & regular board meeting		1	1
	▪ Human Resources Report		2	7
	▪ Service Employees International Union (SEIU) Collective Bargaining Addendum, 2012-16		3	9
	▪ Instructional Materials Adoption		4	10
	▪ Change Order No. 3 New Secondary STEM School		5	12
	▪ Change Order No. 13 Redmond High School Addition		6	13
	▪ Change Order No. 6 Benjamin Rush Elementary School Replacement		7	15
	▪ Donations		8	16
	Non-Consent Agenda			
	▪ Monitor Board Policy	B/CR-5 (Monitoring CEO Performance)		
	✓ ER-2, Interdisciplinary Content Knowledge, and ER-3, Interdisciplinary Skills & Attributes, Intermediate			

Superintendent Report

EL-3(Communication & Council
to the Board)

Legislative Update

GP-3(Board Job Description)

Board Follow-Up

GP-2(Governing Style)

Future Agenda Items

EL-3(Communication & Council
to the Board)

Debrief

GP-2(Governing Style)

Board Member Comments

GP-2(Governing Style)

Adjourn

7:00 p.m. Work Session
Topic: Hands-On Data Dashboard Training
Location: Robert Hughes Room

Next Board Meeting: November 5, 2012

5:00 p.m. Work Session
*Topic: High School Strategy, Avid &
World Language Offering Study*
Location: Hughes

7:00 p.m. Board Meeting
Location: Board Room

L.E. Scarr Resource Center
16250 NE 74th Street
Redmond, WA 98052

OFFICIAL MINUTES
LAKE WASHINGTON SCHOOL DISTRICT NO. 414
Board of Directors' Work Session
October 8, 2012

The work session was called to order by President Jackie Pendergrass at 5:15 p.m. CALL TO ORDER

Members present: Jackie Pendergrass, Nancy Bernard, Doug Eglington, Chris Carlson, and Siri Bliesner. ROLL CALL

Present: Superintendent Traci Pierce.

The topic discussed were Continuous Improvement Process (CIP) Updates/Changes and Review of Executive Limitations (EL) Revisions. TOPIC

The meeting was adjourned at 6:55 p.m. ADJOURNMENT

Jackie Pendergrass, President

Traci Pierce, Superintendent

Diane Jenkins
Recording Secretary

OFFICIAL MINUTES
LAKE WASHINGTON SCHOOL DISTRICT NO. 414
Board of Directors' Meeting
October 8, 2012

The board meeting was called to order by President Jackie Pendergrass at 7:00 p.m.

CALL TO ORDER

Members present: Jackie Pendergrass, Doug Eglington, Ravi Shahani, Chris Carlson, and Nancy Bernard.

ROLL CALL

Present: Superintendent Traci Pierce.

Nancy Bernard moved to approve the agenda. Seconded by Doug Eglington.

APPROVAL OF AGENDA

Motion carried.

Dana Stairs, Principal, Juanita Elementary School, reported that Juanita Elementary School is one of the oldest operating schools in the district. Juanita has 402 students and 59 certificated and classified staff members. They have rich cultural diversity; 35% of the students are bilingual, 20 different languages spoken, and 30% are on free-and-reduced lunch. They serve as a satellite site for the ELL program. Their PTSA membership grew 20% last year. She thanked the staff members, parents, and PTSA and her community partners (Juanita Schools Foundation, HopeLink, and LINKS) for their continued support.

HOST SCHOOL

She reviewed their beliefs, mission, and vision along with the 2011-12 MSP scores and their Continuous Improvement Plans (CIP) goals. They are an award winning school; over the last three years, Juanita won the Washington Achievement Award. Last year, the award was for overall excellence. There are many after-school enrichment offered to students such as chess club, beginning guitar, Children's Theater, computer fun, jazz exercise, etc.

Kathy Malloy, 4th grade teacher, attended the Professional Learning Committee (PLC) conference and explained the intervention strategies that are in place as a result. She shared how student scores in math have improved.

Kathy Marshall, teacher, described the use of arboretum for an outdoor classroom by the restoration of their urban forest which allows students to do environmental experiments. The students created the design which included trails.

Leslie Page, Music Teacher, and her students sang a song about Heros.

Gary Moed, Principal Juanita High School, recognized students who were named National Merit Semifinalists and Commended Scholars.

National Merit Semi-Finalist

Gabrielle Hsu.

National Merit Commended Scholars

Colin Pate, Bill Narita, and Colin Higashi.

National Merit Achievement Scholar

Devon Jones

The meeting was recessed at 7:30 p.m. and reconvened at 7:35 p.m.

Jullian Bogaty, Rosa Parks parent, spoke regarding the September 27 parent meeting held at Rosa Parks Elementary School. At that meeting, Dr. Pierce outlined two options starting in 2013-14 and solicited parent feedback. Parents are looking forward to receiving feedback from the information gathered. She expressed her appreciation to Dr. Pierce for her leadership to address this issue.

Nancy Chen, Wilder parent, indicated that with so many “unknowns” at Rosa Parks, she opted to enroll her child at Wilder Elementary and she is very happy with the choice for her family. Staff and students have made her family feel welcomed.

Donna Murphy requested to have the parking lot lights at Mark Twain Elementary School and other schools throughout the district turned off when the school isn't being used by the community/school. The timers are set to turn off the lights at 11:00 and she suggested turning the lights off at 9:00 p.m. or earlier which would result in energy savings.

Larry Happ felt that the information showed at the Rosa Parks parent meeting incorrectly reflected the building capacities of the schools. He felt that the building capacities should not include portables.

RECOGNITION
NATIONAL MERIT
SEMIFINALISTS &
COMMENDED SCHOLARS

JUANITA HIGH SCHOOL

BREAK

PUBLIC COMMENT

Dr. Pierce conveyed that close to 200 parents attended the parent meeting at Rosa Parks Elementary School. Staff is tallying up the feedback that was provided. Community can submit input until October 5. Both long-term and short-term options were shared. Part of the long-term plan will be in the form of a bond measure to be submitted to the voters for a new school. She conveyed that it is not feasible or desirable to install additional portables at Rosa Parks.

SUPERINTENDENT
REPORT

Ms. Pendergrass noted that Juanita Elementary has a capacity of 400. When her children attended, enrollment was close to 700 and had five portables. Last year, enrollment was 392; this year, with K-5, it is 336. Portables provide flexibility otherwise Juanita Elementary would be overbuilt for today's enrollment.

Mr. Carlson asked what are the next steps. Dr. Pierce related that whichever option is selected, the process needs to be completed prior to kindergarten registration and communicated prior to February.

Nancy Bernard moved to approve the consent agenda.
Seconded by Doug Eglington.

CONSENT AGENDA

Jackie Pendergrass, yes; Nancy Bernard, yes; Doug Eglington, yes; Chris Carlson, yes; and Siri Bliesner, yes.

Motion carried.

The following September 2012 vouchers were approved:

APPROVAL OF
VOUCHERS

<u>General Fund</u>	
339849-340198	\$3,820,703.96
<u>Payroll</u>	
2093-2109	\$12,069.40
Accounts Payable Direct Deposit	\$ 297,896.78
Acquisition Card	1,406,190.80
Deferred Comp	63,824.00
Department of Revenue	20,222.84
Dept. of Retirement Systems	1,015,642.74
Dept. of Retirement Systems	613,115.82
Flex Spending	53,691.37
Long Term Disability	3,241.15

LAKE WASHINGTON SCHOOL DISTRICT NO. 414
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Payroll Direct Deposit	7,690,610.38
Payroll Tax Withdrawal	2,568,484.85
School Employees Credit Union	137,837.00
Sodexo	51,056.92
TSA Envoy	237,457.08
VEBA	447.81
Vision/(NBN)	69,785.43
Key Bank Processing Fees	<u>237.84</u>
	\$14,229,742.81

<u>Capital Projects</u>	
32467-32625	\$18,954,078.63

<u>ASB</u>	
54116-54277	\$161,304.52

<u>Transportation Vehicle Fund</u>	\$0.00
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<u>Private Purpose Trust Fund</u>	
1382-1392	\$2,931.18

Approval of September 24 regular board meeting and work session minutes.

APPROVAL OF MINUTES

Approval of October 8, 2012 Human Resources Report.

APPROVAL OF HUMAN RESOURCES REPORT

Approves Resolution No. 2139 directing the King County Assessor's Office to rollback the 2013 General Fund levy from \$56,200,000 to \$55,557,620.

ROLLBACK OF THE 2013 GENERAL FUND EXCESS LEVY RESOLUTION NO. 2139

Approves the appointment of these members to the Instructional Materials Committee for the 2012-2013 school year as presented.

INSTRUCTIONAL MATERIALS COMMITTEE, 2012-13 MEMBERSHIP

Authorizes the superintendent to enter into an Interdistrict Cooperative Agreement with Snohomish School District to provide an educational program not otherwise available.

INTERDISTRICT COOPERATIVE AGREEMENT, SNOHOMISH SCHOOL DISTRICT, SERVICES FOR STUDENTS WITH DISABILITIES, 2012-2013

LAKE WASHINGTON SCHOOL DISTRICT NO. 414

Board of Directors' Meeting

October 8, 2012

Approves Change Order No. 3 to Absher Construction Company for work at the Rose Hill Middle School replacement project in the amount of \$25,454, increasing the contract amount to \$40,534,818.

CHANGE ORDER NO. 3
ROSE HILL MIDDLE SCHOOL
REPLACEMENT

Approves Change Order No. 9 to Cornerstone General Contractors, Inc. for work at the Helen Keller Elementary School replacement project in the amount of \$40,946.04 increasing the contract amount to \$17,564,868.04.

CHANGE ORDER NO. 9
HELEN KELLER
ELEMENTARY SCHOOL
REPLACEMENT

Approves Change Order No. 12 to Bayley Construction Company for work at Eastlake High School additions project in the amount of \$97,719, increasing the contract amount to \$11,267,582.

CHANGE ORDER NO. 12
EASTLAKE HIGH SCHOOL
ADDITIONS

Accepts the donations/grants as identified -

DONATIONS

Acceptance from Ben Rush PTSA to Rush Elementary School in the amount of \$9,600.00 to provide 2012-13 grants: field trip transportation (\$4,000), Young Author's Day (\$2,500), IXL Math (\$1,800), Bullying Assembly (\$500), and Handwriting Program (\$800).

Acceptance from Target Corporation to Margaret Mead Elementary in the amount of \$2,000.00 to support Washington State History Art Exhibit.

Acceptance from Margaret Mead PTSA to Mead Elementary in the amount of \$6,000.00 to purchase student chairs.

Acceptance from Juanita Schools Foundation to Juanita Elementary in the amount of \$8,900.00 to support volunteer program.

Acceptance from Juanita Schools Foundation to Juanita Elementary in the amount of \$4,240.00 to support stipend for choir (\$2,260) and outdoor education (\$1,980).

Acceptance from Juanita Schools Foundation to various elementary schools in the amount of \$1,180.00 to support lunch buddy program: Redmond EL (\$400), Peter Kirk (\$115), Blackwell (\$130), Rose Hill El (\$45) and general lunch buddy fund (\$490).

Acceptance from Raymond James Charitable Endowment Fund (anonymous contributor) to Henry David Thoreau Elementary in the amount of \$2,000.00 to purchase library materials.

TOTAL \$33,920.00

NON-CONSENT AGENDA

LAKE WASHINGTON SCHOOL DISTRICT NO. 414

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Dr. Pierce provided an update on the changes in the Continuous Improvement Plans (CIP) process which was also shared earlier in this evening's work session. She reviewed the new methodology. Last Friday, there was an all-day Learning Enhancement & Academic Planning (LEAP) day and many activities focused on the CIPs.

SUPERINTENDENT
REPORT

Doug Eglington noted that election day is 30 days away. OSPI Superintendent Randy Dorn has submitted his budget to the Governor for the 2013-15 biennium which includes an additional \$4.1 billion in basic education expenses for the two-year period. In last year's McCleary decision, the Supreme Court stated that the state must achieve full state funding of basic education by 2018. It will be interesting to see how the legislature will deal with this.

LEGISLATIVE UPDATE

Ms. Bliesner requested follow-up sooner when there are questions regarding an ER report. Dr. Pierce indicated that if board members have questions when the ER reports are distributed and/or presented, they could be acknowledged in the next report.

FUTURE AGENDA ITEMS

Nancy Bernard moved to adjourn. Seconded by Doug Eglington.

Motion carried.

ADJOURNMENT

The meeting was adjourned at 8:15 p.m.

Jackie Pendergrass, President

Traci Pierce, Superintendent

Diane Jenkins
Recording Secretary

Human Resources Board Report October 22, 2012



NEW PERSONNEL

<u>Name</u>	<u>Position</u>	<u>Location/School</u>	<u>Salary/Rate</u>	<u>Start Date</u>	<u>Reason</u>
Cody, David NC	.4 Teacher	Lake Washington HS	C-0	09/17/12	Leave Replacement

RETIREMENTS/RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Start</u>	<u>Effective Date</u>	<u>Reason</u>
Blanchard, Robin	Bus Driver	Transportation	09/01/03	10/12/12	Resignation
Pingrey, Teresa	Instructional Assist	Lakeview Elem	09/05/12	09/28/12	Resignation
Hazard, Diane	Special Ed Para Ed	Redmond MS	03/20/02	09/28/12	Resignation
Shannon, Evelyn	Bus Driver	Transportation	09/06/88	06/26/12	Resignation
Duncan-Smith, Carole	Bus Driver	Transportation	09/29/82	10/01/12	Retirement
McGuire, Tami	Head Start Teacher	Dickinson Elem	10/11/10	10/02/12	Resignation

CHANGE OF CONTRACTUAL STATUS

<u>Name</u>	<u>Location</u>	<u>Change</u>	<u>Effective Date</u>
Swain, Trudy	Redmond HS	.6NC to .7NC	8/27/2012
Gengo, Karrie	Juanita HS	.6C to .6C/.2NC	9/10/2012
Getzinger, Karen	Special Services	.4C to .4C/.1NC	9/5/2012
Holmen, Rachel	STEM/Inglewood MS	.7NC to .9NC	10/01//12
Parker, Carly	Juanita HS	.7 3yr Prov to .7 3yr Prov/.3NC	09/06/12
Van Straubenzee, Pamela	Juanita HS	.6NC to 1.0NC	09/10/12
Chadwick, Heather	Redmond HS/Emerson HS	.8 3 yr Prov to .8 3 yr Prov/.1 NC	10/03/12
Warren, Robert	Kirkland MS	.6 NC to .8 NC	10/01/12

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
COLLECTIVE BARGAINING AGREEMENT, 2012-2016

October 22, 2012

SITUATION

The District and the Lake Washington Service Employees International Union (SEIU) met and reached a tentative agreement on a four year contract effective August 16, 2012- August 15, 2016.

In addition, to agreeing to a four-year contract, the parties made the following modifications to the agreement:

- Section 4.1 – updated discrimination language
- Section 4.5 – clarified the use of personal vehicles for work
- Section 5.8.1 – updated language around middle schools and Human Resources
- Section 8.1.2 – removed outdated language
- Section 8.4 – removed staff development days and reflected the change to a professional development program
- Section 11.2/11.3- updated jury duty and subpoena leave language to be comparable with other units
- Section 11.7 – reinstated discretionary leave days that was removed for the period of the contract extension
- Section 17.3 – reached agreement to a four year contract period
- Section 18.1 – established a re-opener for compensation
- Section 18.3 – established a re-opener for compliance with ESSB 5940 (health care)

Attached is a copy of the highlighted language/ provisions agreed to. Underline indicated new language and strikethrough indicated deleted language.

The tentative agreements identified above were accepted and ratified by the members of SEIU on October 2, 2012 with 92% of the membership who voted.

RECOMMENDATION

The Board of Directors approves the Service Employees International Union (SEIU) 2012 - 2016 Collective Bargaining agreement.

Agreement by and between

**Lake Washington School
District #414**

**Lake Washington
Service Employees
International Union
(SEIU)**

200812-20126

Effective **August 16, 200812 through August 15, 20126**

Lake Washington School District

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RECITALS

Pursuant to the Public Employees' Collective Bargaining Act of 1967, RCW 41.56, this constitutes an Agreement between the Lake Washington School District No. 414 (Employer or District), and Service Employees International Union, Local #925 (Union).

ARTICLE 1

Recognition

Section 1.1 The Employer recognizes the Union as the exclusive collective bargaining representative of persons employed as regular full-time and regular part-time Instructional Assistants, Clerical Assistants, Extended Day Instructional Assistants, Safety Assistants, Head Start and Ready Start Lead Teachers, Head Start Assistant Teachers , Family Support Specialists, Technical Support Specialists.

ARTICLE 2

Management Rights

Section 2.1 All management rights, powers, authority and functions, shall remain vested exclusively in the District except as limited by the express provisions of this Agreement. The Union recognizes that such rights, powers, authority and functions include, but are not limited to, the Employer's full and exclusive control, management and operation of its activities, business to be transacted, functions to be performed, and methods pertaining thereto; the location of its offices, schools and places of business; the right to maintain order and efficiency; the right to contract or subcontract any work; the right to designate the work and functions to be performed by the District and the places where it is to be performed; the determination of the number, size and location of its offices, schools and other places of business, or any part thereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees, including, but not limited to, hiring, selecting and training of new employees and disciplining, suspending or discharging for cause, scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of its employees.

Section 2.2 The District and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the District and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the District except as surrendered or limited by the express provisions of this Agreement.

ARTICLE 3

Discipline/Discharge

Section 3.1 Employees shall be disciplined and discharged for just cause. The issue of just cause may be determined through the arbitration provision of this Agreement.

ARTICLE 4

Employee Rights

Section 4.1 Neither the District, nor the Union, shall discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, disability, age, gender, marital status, creed, religion, honorably discharged veteran, military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability, by reason of race, religion, creed, color, marital status, sex, age, national origin, or the presence of any sensory, mental or physical handicap, or because of their membership or non-membership in the Union.

Section 4.2 The Union agrees and supports the concept of Affirmative Action. Therefore, the parties mutually agree to use their best efforts to insure that this Agreement will not be in conflict with, or inconsistent with, the Employer's Affirmative Action Program. If issues arise that are inconsistent between the Agreement and the Program, such issues shall be resolved consistent with RCW 49.60 and WAC 162.16.

Section 4.3 Personnel files shall be maintained for each employee. Employees, upon appointment, shall have the right to inspect all contents of their complete personnel file. Employees may attach their written comments to any adverse materials in their files.

Section 4.4 Any adverse statement placed in the employee's personnel file shall be kept for a maximum of two (2) years. An employee may make a written request of the supervisor to remove the statement after one (1) year. However, in accordance with the Washington Administrative Code (WAC), any discipline administered for sexual misconduct, verbal or physical abuse as defined in WAC 181-88 may not be expunged. The supervisor's refusal to do so shall not be subject to the grievance procedure.

Section 4.5 Employees shall not be required to use their personal vehicle as a condition of employment without their consent unless such use is a bonafide condition of employment and identified as a job requirements.

Section 4.6 The Employer shall not terminate or reduce the hours of any instructional assistant positions for the purpose of assigning those hours to volunteers, student workers, or interns.

Section 4.7 It is agreed that the employees, subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join, or not to join, the Union at their discretion; subject to the provisions of Article 5 Section 5.1 Union Membership.

Section 4.8 Mileage The school district will reimburse employees for the use of their private automobile while on approved district business, at the IRS rate in effect at the time of such use.

Section 4.9 Wearing Apparel and Equipment The Employer shall provide a flashlight, batteries, whistles, safety vest, raincoat and umbrella for each crossing guard, playground supervisor, and instructional assistants who are assigned out of doors. Such equipment shall remain the property of the Employer and shall be used by the employees only during their working hours. Replacement of the above equipment is the sole responsibility of the District.

Section 4.10 Safety Each building where employees are working will conform to federal, state and local health and safety rules and regulations. School district policies GBE and GBE-R will be followed at each location.

Section 4.11 A secure place that locks in close proximity to the employee's workstation shall be provided for the storage of personal items. The supervisor will work with the employee to resolve any concerns.

ARTICLE 5

Union Rights

Section 5.1 Union Membership

Section 5.1.1 Each employee within the bargaining unit will be required, as a condition of employment, either to join the Union and execute an authorization for continuous deduction or direct payment of regular monthly dues uniformly required of members or shall pay equivalent amounts to the Union as agency fees. This obligation shall commence thirty (30) calendar days following the employee's date of hire. Employees with a bona fide religious objection to the foregoing, which is based on bona fide religious tenets or teachings of a church or religious body of which said employee is a member, may satisfy this obligation by paying equivalent amounts to a mutually agreeable non-religious charity as provided in RCW 41.56. In the event an employee does not give written authorization for the deduction of dues, agency fees, or equivalent amounts to be paid to a non-religious charity as noted above from his/her salary, the District shall discharge the employee. This membership obligation may be satisfied by fulfilling the requirements of any membership reciprocity agreement that exists between the Union and any other labor organization. Employees who are employed an average of less than one hour per day shall be exempt from this obligation.

Section 5.1.2 No employee will be discharged by the District for non-payment of the regular monthly dues unless the Union has first notified the employee by letter that the employee is delinquent in payments, specified the current amount of such delinquency, warned him/her that unless such dues are tendered within ten (10) calendar days from the date the dues are due, he/she will be reported to the Human Resources Department for discharge. The Union will furnish the Human Resources Department a copy of the letter sent to the employee and notice that the employee has not complied with the request for payment. Such notices shall be sent to the employee and the District at the same time. The Union will also advise the District on or after the tenth (10) day as to whether the employee has complied with the request for payment. The District shall inform the employee immediately upon written notice from the Union that the employee has not complied with Section 5.1.1 as required and that unless the employee complies within ten (10) calendar days, he/she will be discharged. Should the employee fail to comply, the District shall discharge the employee. The District shall not be held liable or responsible for any discharges resulting from the administration of this Article, nor shall any such discharges be subject to the grievance procedure of this Agreement.

Section 5.1.3 The Union will notify all present employees and all future employees subject to this Agreement of the terms and conditions of this Article.

Section 5.2 Dues Deduction

Section 5.2.1 Upon receipt of a written employee dues deduction authorization and assignment from an employee, the Employer will make the appropriate payroll deduction as certified by the Union, including any additional amounts the employee voluntarily authorizes for deduction for political purposes (COPE), and transmit the monthly dues to the Union.

Section 5.2.2 Dues deduction authorization by the employee shall be on a form attached hereto as Appendix A.

Section 5.2.3 The Union and its members shall indemnify, defend and hold the Employer

harmless against any claims, demands, and suits instituted against the Employer resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with the provisions of this Article. The Union agrees to refund to the District any money paid to it in error due to application of this Article upon presentation of proper evidence thereof.

Section 5.3 District Mail System The Union shall have the right to use the Employer's inter-school mail system for a reasonable volume of appropriate announcements relating to the conduct of Union business on behalf of the Union members. Such materials shall not contain anything political or reflecting adversely upon the District, any of its employees, or any labor organization among its employees.

Section 5.4 Pertinent Data The District agrees to make available to the Union upon written request an employee list reporting name, seniority date, assignment location and hours, placement on the salary schedule, insurance plan(s), premium costs to employee, address and phone number.

Section 5.5 Building Access The authorized representatives of the Union shall upon request have access to the District's premises at any reasonable time for the purpose of adjusting grievances, investigating working conditions, or ascertaining that provisions of this Agreement are being adhered to; provided the representatives notify the supervisor of their presence and that they do not interfere with employees in the performance of their duties.

The Union shall furnish the District with the names of its authorized representatives.

Section 5.6 Bulletin Boards The District will make available reasonable space in each building for the purpose of posting Union notices of meetings, elections, and reports of Union committees, recreational and social affairs. Notices and announcements shall not contain anything political or reflecting adversely upon the District, any of its employees, or any labor organization among its employees.

Section 5.7 Distribution of Agreement This entire Agreement in complete form will be reprinted and distributed by the District to all employees in the bargaining unit and to all new hires. Cost to be shared equally between the Union and the District.

Section 5.8 Shop Stewards

Section 5.8.1 A shop steward may be appointed in each middle school junior high feeder area. Immediately after appointment of its shop steward(s), the Union shall furnish the Administrator of Human Resources Employee Relations a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. Stewards shall be District employees and shall perform their regular duties as such but shall function as representatives of the Union.

If necessary, the steward shall be allowed reasonable time at the discretion of the Employer, to assist in processing and/or resolving grievances and other issues during regular working hours. Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of the contract but under no circumstances shall the shop steward interfere with orders of the Employer or change working conditions.

Section 5.8.2 The District will grant up to thirty (30) days per year to employees for the purpose of participating in activities associated with the administration of this agreement. Requests submitted three (3) working days in advance, if possible, shall be approved by the Superintendent or his/her designee. The Union will reimburse the District the cost of the substitute for each release day if a substitute is used.

ARTICLE 6

No-Strike Agreement

Section 6.1 There shall not be authorized by the Union any strike, slowdown, sick-out, or any other stoppage of work. The Employer shall not lock out any employee covered by this Agreement. Should a strike, slowdown, sick-out, or other stoppage of work by the Union occur, the Union shall immediately instruct its members to return to work. If the members of the Union do not resume work as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

Section 6.2 If the Employer agrees that there would be immediate and real danger to the physical safety of employees by their crossing any picket line established by other labor organizations, a written agreement shall be reached between the Union and the District regarding the situation.

ARTICLE 7

Grievance Procedure

Section 7.1 Grievance Procedure A grievance is defined as an alleged violation of a specific provision of this Agreement.

Section 7.2 Grievance Steps

Section 7.2.1 - Step 1, Oral Discussion The employee shall first discuss the grievance with his/her immediate supervisor. This shall be done within fifteen (15) work days after the employee should reasonably have knowledge of the occurrence which gives rise to the alleged grievance. A representative of the Union may, at the employee's option, be invited to attend and/or speak in behalf of the employee. Every effort should be made to resolve the grievance at this level in an informal manner.

Section 7.2.2 - Step 2, Grievance Reduced to Writing – Supervisory Level If no settlement is reached in Step 1, the employee, if he/she considers the grievance to be valid, will reduce to writing a statement of the grievance which will contain the following: a) the facts upon which the grievance is based; b) a reference to the articles and sections of the Agreement alleged to have been violated; and c) the remedy sought. The employee within ten (10) work days following the Step 1 discussion will submit the written grievance to the immediate supervisor for reconsideration, with copies to the Administrator of Employee Relations. The parties will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Union shall be given reasonable opportunity to be present and to speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance.

Section 7.2.3 – Step 3, Next Line Administrator Level If no settlement has been reached in Step 2, within the specified time limits, and the employee believes the grievance to be valid, the written grievance shall be submitted by the employee within ten (10) work days to a central leadership team administrator designated by the Superintendent. After such submission, the designated administrator and employee will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Union shall be given reasonable opportunity to be present and speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose

of grievance resolution wherein the aggrieved employee is in attendance.

Section 7.2.4 – Step 4, Superintendent Level If no settlement has been reached in Step 3, within the specified time limits and the employee believes the grievance to be valid, the written grievance shall be submitted by the employee within fifteen (15) work days to the Superintendent. After such submission, the Superintendent or Deputy Superintendent and the employee will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Union shall be given reasonable opportunity to be present, and speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance. The decision of the Superintendent or Deputy Superintendent shall be final and binding upon the parties except as provided in Section 7.2.5.

Section 7.2.5 Arbitration If a grievance is not satisfactorily resolved at Step 4, the Union may, within fourteen (14) calendar days after receipt of the written response in Step 4, submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

- A. The arbitrator shall have no power to change, alter, detract from, or add to the provision of this Agreement.
- B. The arbitrator's decision shall be final and binding on the Employer, and the Union and the employees involved.
- C. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- D. The District and Union will not be permitted to assert in arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party.

Section 7.3 Time Limits The number of days within each step is the maximum, and every effort shall be made to expedite the process. Failure on the part of the Employer or grievant, to act within the time limits will move the grievance to the next step automatically. Failure on the part of the Union to submit an appropriate grievance to arbitration shall constitute withdrawal of the grievance. The Employer and the Union may mutually agree in writing to extend the time limits at any one of the steps.

Section 7.4 Grievance Requirements

Section 7.4.1 Grievance claims involving retroactive compensation will be limited to no more than forty-five (45) days prior to the written submission of the grievance to the Employer.

Section 7.4.2 In arriving at any disposition or settlement, neither party shall have the authority to alter, add to, delete or amend this Agreement.

Section 7.4.3 The Employer will not discriminate against any individual employee or the Union for taking action under this Article.

Section 7.4.4 Upon a reasonable request of the Union, the Employer will cooperate in the Union's investigation of any grievance and will furnish the Union such information germane to the grievance.

Section 7.4.5 All documents, communications and records dealing with a grievance shall be filed separately from the grievant's personnel file.

Section 7.4.6 Grievance discussions shall take place whenever possible on school time, and without loss of pay or benefits, if the employee is on pay status.

Section 7.4.7 Prior to submitting written evidence in a grievance proceeding, such material shall be shown to the other party.

ARTICLE 8

Work Year

Section 8.1 Work Year For Instructional Assistants The length of an Instructional Assistant employee work year assignment is normally 183 days; however, this may be increased by the Employer at any time or decreased through the lay off procedure to meet the conditions created by an economic setback, inoperable facilities, a decrease in the work load, or other condition that reasonably requires a reduction in force. The building principal will determine when the three days beyond the one hundred eighty (180) days base calendar are to be worked and will communicate that information to the employee.

Section 8.1.1 Work Year for Technical Support Specialists District Technical Support Specialists have the responsibility of meeting the technology needs of the District throughout the entire year. These needs extend beyond the regular school year and in order to meet these needs the work assignment will be 260 days.

Section 8.1.2 Work Year for Head Start and Ready Start The work year for Head Start and Ready Start Lead Teachers and Family Support Specialists shall be 167 days. ~~The 2011-2012 work year for Head Start and Ready Start Lead Teachers and Family Support Specialists shall be 168 days.~~

Section 8.2 An employee eligible for vacation, I, I, & E leave and other benefits shall accrue said benefits while on active work status. Employees on inactive work status such as during periods of leave and time between the ending and beginning of the work year assignment shall not accrue vacation, I, I, & E leave and other benefits.

Section 8.3 Optional Day For the duration of this agreement, each Instructional Assistant may work one optional work day at per diem pay subject to supervisor approval. This provision is not available to Technical Support Specialists, Head Start and Ready Start Lead Teachers, Head Start Assistant Teachers and Family Support Specialists.

~~Section 8.4-Staff Development Bargaining unit members may, in addition to their normal work schedules, participate in three (3) days (prorated for part-time employees) of staff development training during each year of this Agreement. Such training shall be planned cooperatively between the employee and the building principal or supervisor and is subject to final approval by request to the deputy superintendent. Employee attendance at training programs shall be optional. Employees shall be compensated at their regular straight-time hourly rate of pay. There will be an Educational Compensation Program which provides for opportunities for the professional and personal development of employees covered by this agreement. The goals of this program continue to be the following: (1) provides opportunities for the professional and personal development of the employee; and (2) results in benefits valuable to the District. The District will provide twenty thousand (\$20,000) dollars for this program in each year. A joint committee made up of an equal number of District and union representatives shall determine the use of these funds.~~

Section 8.5 Extra Help and Overtime When building administrators and supervisors determine

that a need exists for extra help or overtime during peak work periods, they shall initiate requests through their appropriate directors. Such requests shall be given immediate attention. Upon written request from the Union, the District will identify the budget sources used to fund peak work load periods for the school year.

Section 8.6 Release Time Should the Employer require attendance of bargaining unit members at in-service/staff development activities, the Employer shall either provide release time for such attendance or pay the employee his or her hourly rate.

Section 8.7 Mandated Training The District is willing to discuss implications of any federal or state mandated training for employees when the mandate is made. This topic is appropriate for periodic meetings held between the District and the Union.

ARTICLE 9

Work Day

Section 9.1 Work Day The length of a work day within a department or building shall be that period of time designated by the supervisor of the department or building, not to exceed eight (8) hours and to be scheduled Monday through Friday. Flexible work hours shall be allowed where there is no disruption of the work place as determined by the building principal/supervisor.

Section 9.2 Lunch Period The length of the employee's lunch period, which shall be unpaid, free of duty, and not less than one-half (1/2) hour, shall be determined by the supervisor and will be in addition to the work day. Technical Support Specialists may elect to take such unpaid duty free lunch for a period of one-half (1/2) hour or one (1) hour provided that such election is made for the school year and does not interfere with appropriate coverage. Only those employees working four (4) hours or more per day shall receive a lunch period. The supervisor may under unusual circumstances require the employee to work through his or her scheduled lunch period. An employee who is required to work through the meal period shall be compensated for such time at the overtime rate of one and one-half (1 ½) times their rate of pay.

Section 9.3 Rest Periods Employees working from three (3) to six (6) hours per day shall receive one (1) fifteen (15) minute rest period scheduled by the supervisor as part of the paid working day. Employees working more than six (6) hours per day shall receive two (2) fifteen (15) minute rest periods.

Section 9.4 Passing Time Reasonable time will be provided in the employee's work day to move from one assignment to the next.

Section 9.5 Overtime By Permission Only Under no circumstance shall the employee work more than the assigned number of hours per day without the express permission of the building principal or central leadership team member. In the event extra hours are required and approved by the supervisor; compensatory time off or pay shall be granted at the employee's option.

Section 9.6 Overtime Pay/Compensatory Time Payment shall be made or compensatory time shall be granted at the employee's regular rate for hours up to and including forty (40) hours in the work week. Overtime pay or compensatory time at one and one-half (1 ½) times the employee's regular rate will be granted for authorized work time exceeding forty (40) hours in the work week. Compensatory time shall be granted within fifteen (15) calendar days of the time worked.

Section 9.7 Travel Time All authorized travel time between job locations shall be considered time worked.

Section 9.8 Emergency Closure Normal work hours deleted from the work day through the use of an emergency schedule may be reassigned by the supervisor at a time agreeable to the employee in order to maintain the employee's normal compensated hours.

Section 9.9 Flex Day Employees may bank up to one (1) work day to be used later in the work year on a day that is mutually agreeable between the employee and the supervisor; preferably when a substitute is not required. Should a substitute be necessary, the cost will be charged to the building budget. Records will be maintained at the building to document when hours were worked and taken.

ARTICLE 10

Probation Period

Section 10.1 All new employees subject to this Agreement will be on probation for the first ninety (90) working days of employment. During this period, the employee will be evaluated by the immediate supervisor. If, upon such evaluation, the employee's performance is determined to be unsatisfactory, the employee shall be terminated and such termination shall not be subject to review by the grievance procedure of this Agreement. If the employee's performance is satisfactory, a recommendation for regular employment shall be transmitted through proper channels. New regular employees will begin receiving benefits available to board approved employees. Sick leave, vacation, holidays, and other paid leave paid during the probation period would be recovered from the employee if not board approved for continued employment.

ARTICLE 11

Leaves

Section 11.1 Illness, Injury and Emergency Leave (I, I, & E) I, I, & E leave for regular employees shall be accrued at the rate of one prorated day per payroll month of employment. Unused I, I, & E leave shall accumulate from year to year while the employee remains in the employ of the District.

The Employer shall project the number of annual days of I, I, & E leave at the beginning of the school year according to the estimated calendar months the employee is to work during the year. The employee shall be entitled to the projected number of days of I, I, & E leave at the beginning of the school year provided that should the employee terminate prior to the end of the school year a deduction shall be made for I, I, & E leave used in excess of accrual.

Section 11.1.1 Use of Illness and Injury Leave I, I, & E pay will be paid only for periods of absence caused by the employee's personal illness, injury, medical, dental or optical appointments or the illness or injury of an immediate family member. Immediate family, for purposes of this section shall be defined as the employee's spouse or the employee's son or daughter who is 18 years of age or younger or anyone permanently living at the employee's residence and considered part of the family. The Employer may, at its discretion, and at its own expense, have the employee examined by a doctor of the Employer's choice at any time. Refusal of the employee to be so examined shall be cause for immediate discharge and said discharge shall not be subject to the grievance procedure of this agreement.

Section 11.1.2 Use of Emergency Leave Up to six (6) days per year of I, I, & E leave may be granted for absences due to:

- A. Illness or injury of a member of an employee's immediate family which requires the presence of the employee or for extension of bereavement leave because of special circumstances such as travel conditions and/or distance. Immediate family includes spouse, parent, brother, sister, child, grandparent or grandchild by blood, marriage or legal adoption.
- B. Situations will be of such a nature that generally pre-planning by the employee is not possible, one which is serious, essentially unavoidable, and of importance, not one of mere convenience. Example: a threat to the employee's property (flooding, storm, fire, serious illness of adult child or parent, etc.)

Additional I, I, & E leave beyond the 6 days may be requested due to extraordinary circumstances.

Section 11.1.3 The Employer may require the employee to submit proof of illness, injury, or emergency.

Section 11.1.4 Use of Emergency Leave - Inclement Weather The Employer and the Union recognize that inclement weather conditions may prevent the timely arrival of employees due to safety and/or other related reasons. In such situations employees may use emergency leave, earned compensatory time, discretionary leave, or with the supervisor's approval, make up the time lost.

Section 11.1.5 Reinstatement of I, I, & E Leave In the event an employee returns to the employ of the District after resignation or termination for cause, accumulated I, I, & E leave will not be re-established. In the event an employee returns to the employ of the District within three (3) years after layoff or within two (2) years after termination from probation, accumulated I, I, & E leave will be re-established upon recommendation from the Superintendent.

Section 11.1.6 Attendance Incentive Program In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration of unused leave for illness or injury accumulated in the previous year at the rate equal to one (1) day's compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's compensation, PROVIDED that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month.

At the time of separation from school District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current compensation of the employee for each four (4) full days accrued leave for illness or injury.

The provisions of this section shall be administered in accordance with state law and applicable state rules and regulations. Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

Section 11.2 Leave for Jury Service An employee who is called for jury duty shall receive

compensation at the employee's current rate of pay. Upon receipt of a jury summons the employee will immediately notify his/her administrator/supervisor and notify Human Resources via the leave request procedure. The employee will be required to furnish a signed statement from an officer of the court as proof of jury service.

Section 11.3 Leave for Subpoena An employee who is subpoenaed to appear in court as a witness other than in his/her own behalf or interest shall receive compensation at the employee's own rate. Upon receipt of a subpoena, the employee will immediately notify his/her administrator/supervisor and notify Human Resources via the leave request procedure. The employee will be required to furnish a signed statement from an officer of the court as proof of witness service, less the amount received for fees. If the employee is plaintiff or defendant in a case, there shall be no compensation.

Section 11.4 Bereavement Leave In the event of a death in the immediate family/household of the employee, an absence of up to five (5) days with compensation at the employee's own rate will be permitted. The immediate family of an employee shall be considered a spouse, parent, brother, sister, child, grandparent, or grandchild by blood, marriage, or legal adoption, or any individual permanently residing in the employee's residence and/or considered a part of the employee's immediate family. Bereavement leave shall be non-cumulative.

Section 11.5 Temporary Disability Leave

Section 11.5.1 Employees, subject to this Agreement, who are physically unable to perform the functions of their position for medical reasons as determined by a physician, may request a temporary disability leave. Temporary disability leave may be requested for illness, injury, surgery or because of pregnancy or childbirth and may be requested only for the period of actual disability and shall not exceed one (1) year or two (2) years in the event of an on-the-job injury.

Section 11.5.2 The employee shall file the request form with the immediate supervisor to be forwarded to Human Resources. If possible, such request shall be made at least sixty (60) calendar days prior to the proposed starting date of the leave. The actual starting date of the leave, if granted, will be determined as necessary to protect the quality of the instructional and supportive programs, the desire of the employee and the employee's attending physician. The Employer may require a doctor's certification that the employee is able to continue to work, prior to the temporary disability leave request, without jeopardizing the employee's health or the safety of others.

Section 11.5.3 Expiration of the temporary disability leave shall be when the employee's attending physician confirms the ability of the person on temporary disability leave to resume the duties of the assigned position. The Employer may, at its discretion and at its own expense, have the employee examined by a doctor of the Employer's choice at any time.

Section 11.5.4 The position of an employee on a temporary disability leave for a period of sixty (60) working days or less will be filled by substitute employee(s). The position of an employee on a temporary disability leave scheduled to exceed sixty (60) working days will be filled in accordance with Section 16.1, but specifically only for the period of the leave. Upon expiration of temporary disability leave, the employee will be assigned to the same position or its equivalent if the position no longer exists. A regular employee who has completed the probationary period and is displaced by the return of an employee from temporary disability leave will be entitled to recall under the provisions in Section 16.8.

Section 11.5.5 An employee on approved temporary disability leave will retain accrued I, I, & E leave, vacation and seniority rights. Employees granted temporary disability leave may, at their

option, be allowed compensation for temporary disability leave in accordance with Section 11.1 I, I, & E leave.

Section 11.5.6 An employee who has exhausted all I, I, & E leave and is on a temporary disability leave may continue to participate in the employee health insurance programs, if available, at their own expense until the expiration of the leave.

Section 11.5.7 The District reserves the right to call for a doctor's certificate of temporary disability at any time for any number of days used in conjunction with this section.

Section 11.6 Leave of Absence

Section 11.6.1 Upon recommendation of the immediate supervisor and approval by the Superintendent or designee, an employee may be granted a leave of absence without pay for a period not to exceed five (5) work days. An employee returning from such a leave of absence shall be reinstated to the position held at the time the request for the leave was approved without loss of seniority or benefits (i.e., personal business, union business).

Section 11.6.2 Upon recommendation of the immediate supervisor through administrative channels to the Superintendent and upon Board approval, an employee working twenty (20) hours per week or more may be granted an extended leave of absence without pay for a period not to exceed one (1) year. Applications for such leave must be made in writing on a form supplied by the District on or before April 15 of the school year immediately preceding the year in which the leave is to occur. Under unusual circumstances the employee may file a written request with the Superintendent or designee for exception to the April 15 deadline.

Section 11.6.3 An employee returning from an extended leave of absence of sixty (60) work days or less will be reinstated in the same position held prior to the leave if the position exists. An employee who returns from an extended leave in excess of sixty (60) work days will be reinstated in a vacant position for which the employee is qualified and that is equivalent in level and hours (secondary/elementary/workgroup) to that held at the time the request for leave of absence was approved; provided that if an employee refuses an offer of such employment the Employer is released from all obligation under this article. An employee may choose to be reinstated in a vacant position in the same classification/workgroup the employee last held, or in a classification/workgroup the employee previously held for which the employee is qualified, which may be at a lower rate of pay or fewer hours or both.

If an employee voluntarily accepts a position of less status and pay in order to expedite a return to active pay status, the employee shall forfeit all other rights guaranteed in this paragraph, provided that, if an employee who held a PERS position accepts a non-PERS position, he/she shall retain reinstatement rights until such time as he/she is offered a PERS position at his/her level (secondary/elementary/workgroup).

Section 11.6.4 The employee will retain accrued I, I, & E leave and other rights extended by the District while on leave of absence.

Section 11.6.5 Vacation leave, I, I, & E leave, or other benefits shall not accrue while an employee is on leave of absence.

Section 11.6.6 The employee will receive no credit for salary advancement while on leave of absence.

Section 11.6.7 If an employee on approved leave of absence does not return to work or make contact with the District within four (4) work days following the expiration date of the leave, the

employee shall be considered as having resigned without notice and shall be terminated.

Section 11.7 Discretionary Leave All employees shall earn two (2) regularly assigned days off work as Discretionary Leave at full salary which shall be available for any subject to the following limitations:

- shall not be used during the first and last week of school except for employees on a technology calendar
- shall not be used for any day immediately adjacent to a holiday/school breaks unless a request for such use is made two (2) weeks in advance and approved by their immediate supervisor and, if necessary, a substitute has been secured
- no more than one person at each site shall be permitted to be on Discretionary Leave at any time if a substitute is required
- the employee shall have received the supervisor's approval at least 24 hours prior to the date requested (except as identified above)
- Discretionary Leave days shall not be charged against sick leave

~~For school year 2011-2012 the earning of discretionary days has been modified. Instead of earning two (2) discretionary days, all employees shall earn one (1) discretionary day at full salary subject to the same limitations as identified immediately above.~~

Employees may opt to carryover up to three (3) unused discretionary days by notifying payroll prior to the last day of school; lack of notification will result in a cash-out of any unused days. Cash-out will be at the substitute rate for their job classification; however, at no time may an employee have a balance of more than five (5) discretionary days. Use of three (3) or more discretionary days in a row must be requested and approved at least two (2) weeks in advance and subject to the above limitations that are applicable.

Section 11.8 Child Care Leave Any employee may be granted child care leave for up to one (1) year. The request for such leave shall be in writing at least thirty (30) calendar days in advance of the proposed starting date and will clearly state the intended purpose and duration of the leave. Long-term child care leave will be without compensation and Employer benefits except that the employee will retain all seniority and benefits accrued. Seniority will not accrue during such leave. Employees returning from a child care leave will be placed in accordance with the provisions in Section 11.6.3.

Section 11.9 Vacation Leave

Section 11.9.1 Regular employees covered by this Agreement and working twenty (20) hours or more per week shall earn one (1) prorated vacation day per each month worked to a maximum of twelve (12) prorated days per year.

Section 11.9.2 Employees with five (5) years of service shall accrue 1.417 days of vacation leave for each month worked to a maximum of seventeen (17) prorated days per year.

Section 11.9.3 Employees after ten (10) years of service shall accrue 1.583 days of vacation leave for each month worked to a maximum of nineteen (19) prorated days per year.

Section 11.9.4 Employees after fifteen (15) years of service shall accrue 1.833 days of vacation leave for each month worked to a maximum of twenty-two (22) prorated days per year.

Section 11.9.5 Earned vacation shall be paid in even increments over the twelve-month period.

Section 11.9.6 Upon termination from regular service, an employee will be paid for his/her accumulated vacation hours provided the employee provides ten (10) work days written notice of separation.

Section 11.9.7 In the event of an employee's death, all accrued vacation days shall be paid to the employee's estate.

ARTICLE 12

Labor/Management Committee

Section 12.1 A committee composed of representatives of the Union and the District will meet on a monthly basis to discuss and attempt to resolve issues that arise.

ARTICLE 13

Holidays

Section 13.1 Regular employees covered by this Agreement, working twenty (20) hours or more per week, shall receive the following prorated paid holidays:

Labor Day*	Day Before New Year's Day
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	President's Day
Day before Christmas	Memorial Day
Christmas Day	Independence Day

*If employee work year begins prior to Labor Day.

Provided that:

- A. They are not on leave of absence or furlough, and
- B. They have worked half the work days in the calendar month in which the holiday occurs.

Section 13.2 Whenever any holiday recognized within this Agreement falls upon a Saturday or Sunday, the Superintendent or designee shall determine and designate the day to be recognized as the holiday. Such designation shall be consistent with the school calendar.

Section 13.3 Regular employees covered by this Agreement, working four (4) hours per day or more who work on holidays recognized within this agreement shall be paid for the hours worked at one and one-half (1 ½) times their regular rate of pay in addition to the above holiday pay.

ARTICLE 14

Compensation

Section 14.1 Automatic Payroll Deposit Effective January 1, 1997, all employees covered by this Agreement shall, as a condition of employment, authorize the automatic deposit of their earnings to a banking institution of their choice.

Only very limited exceptions to this rule shall be considered by the Employer. The Union specifically agrees to assist the Employer in enforcing this provision. There shall be no exception to this provision for new employees hired after January 1, 1997.

Section 14.2 Wage Schedule All employees covered by this Agreement shall be paid according to their proper step as set forth in Appendix B. The rates established in Appendix B shall be adjusted by any additional state flow through or cost of living adjustment monies as provided by law.

For school level IA's, an annual step review will be conducted in January of each year of the Agreement. This review will look at the distribution of employees in Steps B, C, and, D using the data as of December 31st of the school year in which the review is being conducted, compared against the distribution of FTE agreed to by the parties at the time of contract ratification (Step A 62.979 FTE, Step B 41.386 FTE, Step C 26.991 FTE, Step D 48.584 FTE).

For Head Start Assistant Teachers , an annual step review will be conducted in January of each year of the Agreement. This review will look at the distribution of employees in Step B using the data as of December 31st of the school year in which the review is being conducted, compared against the distribution of FTE agreed to by the parties at the time of contract ratification (Step B 1.444 FTE).

For Head Start and Ready Start Teachers, an annual step review will be conducted in January of each year of the Agreement. This review will look at the distribution of employees in Step B using the data as of December 31st of the school year in which the review is being conducted, compared against the distribution of FTE agreed to by the parties at the time of contract ratification (Step B 4.098 FTE).

For Family Support Specialist, an annual step review will be conducted in January of each year of the Agreement. This review will look at the distribution of employees in Step B using the data as of December 31st of the school year in which the review is being conducted, compared against the distribution of FTE agreed to by the parties at the time of contract ratification (Step B 1.385 FTE).

In maintaining the distribution, employees may be moved to higher steps. Such movement shall be made based on the seniority of employees on the step immediately below and step they are moving to. Employees shall not move backward as a result of these reviews. Movement shall be based on total FTE not individual employees. The Union will be notified prior to final implementation.

Should a downsizing or reduction in force occur, the distribution in higher steps will be maintained until the more junior step is exhausted of FTE.

Section 14.3 In the event a para-educator or secretary is absent and there are no para-educator or secretary substitutes and an IA is assigned to perform the duties and responsibilities of a para-educator or secretary, such IA shall be entitled to a differential of one dollar and fifty cents (\$1.50) per hour for the hours performing para-educator and secretary duties.

ARTICLE 15

Insurance

Section 15.1 For all employees the Employer shall contribute a sum of money equal to the

eligible regular employee's FTE portion of the state funded contribution per month, plus a monthly supplement of twelve dollars (\$12.00) to the benefit pool identified in Section 15.2 below, toward the cost of Employer approved group medical, dental and life insurance. An FTE shall constitute 1440 or more hours in a school year. This provision will apply to the extent that the state allows the Employer to continue providing these benefit dollars above state allocation levels.

To be eligible for such coverage, the regular employee must work twenty (20) or more hours per week. Such contribution shall first include the full cost of dental insurance and life insurance in an amount equal to the employee's annual salary to the nearest thousand dollars, based on hours of work assigned as of November 1. For new employees the life insurance amount shall be based upon initial assignment. Such contribution shall be made twelve (12) months of each year on the condition that the employee sign and return his/her Notification of Continued Employment.

Section 15.2 All insurance money mentioned in 15.1 above which is not used by eligible regular employees shall be placed in a pool. In addition, the monies saved by the District as well as any unclaimed monies from bargaining unit members utilizing Section 125 Medical Reimbursement and Dependent Care plans will be added to this benefit pool. Each eligible regular employee may draw on this pool according to his or her needs and the provisions of the policies. Should the need of all employees exceed the amount in the pool, each employee's individual benefit shall be reduced the same dollar amount, provided that no eligible regular employee's insurance benefit shall be reduced below his/her FTE allowable benefit.

ARTICLE 16

Personnel Actions

Section 16.1 Vacancies

Section 16.1.1 Definition A vacancy shall be defined as a position opening as determined by the Employer. The Employer shall not fill any vacant position with a substitute employee for longer than 45 work days.

Section 16.1.2 Procedure for Filling Vacancies

- A. The Human Resources Department will make every effort to post vacancies within ten (10) working days of receipt of a requisition from the principal or program manager.
- B. Position vacancies within the bargaining unit that cannot be filled by a qualified laid-off employee will be posted in all District facilities for five (5) workdays.
- C. Bargaining unit employees may apply for any posted vacant position. Employees currently working in the job classification or building/workgroup of the vacant position shall be given preference by district seniority provided they are qualified.
- D. If no one in the current job classification or building/workgroup applies for the open position, the employee with the earliest seniority date who is fully qualified to perform the work involved shall fill the vacant position when qualifications and performance are substantially equal with others who sought the vacancy. Where it can be clearly substantiated that an outside applicant or substitute possesses greater qualifications, the Employer may fill the position with such person.

- E. Employees not selected for a vacant position will be notified by the Human Resource Department within five (5) workdays following the close of the selection process. The notification will state that the employee was not selected for the position and inform them that they can follow-up with one of the interviewers, citing proper contact information, to discuss the Employer's reasoning. If there has been a bypass of a senior bargaining unit employee in lieu of a more qualified applicant, such notification to the senior employee will also include the reason the employee was not selected for the position.
- F. Employees promoted to a new position may be placed in the position for a trial period of forty (40) workdays until he/she demonstrates the skills and abilities necessary to assume the position on a permanent basis. After a period of twenty (20) working days, the employee may determine that the placement is not appropriate and may elect to be returned to the position from which they last held. Should the employee remain in the position beyond twenty (20) working days, prior to the completion of the forty (40) day trial period, the administrator/supervisor may determine that the assignment is not appropriate and the employee shall return to the position they held.
- G. If the vacant position cannot be filled by a qualified applicant internally or externally, the employer may consider less qualified bargaining unit employees who applied for the position, in seniority order, for training into the position. If the Employer elects to offer a training opportunity, the following conditions may apply:
 - 1. The employee may have a trial service period. The trial service period shall not exceed six (6) months unless mutually agreed by the Employer and the Union.
 - 2. The trial service period may include a training plan with learning achievement goals.
 - 3. If the supervisor determines that the trial service period has been unsuccessful, the employee shall return to a position in their prior job classification, if available. If a position in their prior job title is not available they shall be placed into the layoff recall pool.

Section 16.3 District Seniority District seniority shall mean length of continuous service within the bargaining unit.

Section 16.4 Building/Workgroup Seniority Building seniority for Instructional Assistants shall mean the length of continuous service within the Instructional Assistant's current building. Workgroup Seniority for Technical Support Specialists, Extended Day IAs, Head Start and Ready Start Head Teachers, Head Start Assistant Teachers, and Family Support Specialists shall mean the length of continuous service within the specific workgroup.

Section 16.5 Initial Assignment of Hours Basic Allocation Hours are those hours that the District assigns to the buildings/programs in the spring.

Section 16.5.1 Assignment for the Coming School Year In making assignments for the coming school year, principals/program managers will establish with the instructional assistants currently assigned to their schools and programs their preferences for assignments and hours of work for the upcoming year utilizing the "Initial Assignment Preference Form" (Appendix C).

Section 16.5.2 Spring Assignment of Hours Principals/program managers will make assignments for the coming school year taking into account the preferences and

building/workgroup seniority of the instructional assistants, qualifications and program needs. A senior Instructional Assistant who has requested a preference of hours shall not be assigned fewer hours than a less senior instructional assistant. The principal/program manager will post in a common area the schedule of assigned hours at the end of the school year and just before the new school year begins. As changes are made to the assigned hours, the schedule will be reposted.

Prior to the close of the school year, basic allocation hours will be determined by the principal/program manager and assigned to the employee currently holding those hours, regardless of seniority. If the instructional assistant holding those hours does not wish to continue with those hours, they will first be offered to other qualified instructional assistants at the site in seniority order.

If there are less than four (4) hours that are not selected by the building instructional assistants, the principal/program manager will assign those hours equitably beginning with the least senior person. If there are four (4) hour or more not selected, they will be posted as a vacant position.

Section 16.5.3 Assignment of Additional Hours When time is added to a building or program the principal/program manager will first notify the employees in the affected program/classroom and then post on the staff bulletin board the additional time available.

Those interested shall notify the principal/program manager of such interest. The additional time will be offered first to the employee in the affected program/classroom, second to employees in the building preference pool and third to the employee with the most building/workgroup seniority provided that person is qualified and available and student and program needs are met.

Time assigned through this procedure shall not be considered continuing hours for the purpose of assigning hours for the coming school year if such time is assigned after October 15th, assigned due to a class size remedy, or other conditions of a temporary nature. This provision shall not apply if such time is assigned from the building preference pool.

If a disagreement occurs over the time assigned and cannot be resolved through informal discussions between the Union and the Employer, the issue maybe grieved beginning with the Deputy Superintendent at Step 4 of the grievance procedure.

Section 16.6 Termination of Seniority Seniority shall cease upon: discharge; voluntary termination; expiration of recall rights; or leaving the bargaining unit to accept a position within the District but outside the bargaining unit.

Section 16.7 Layoff and Reduction in Hours

Section 16.7.1 Reduction in Hours Definitions:

- An employee shall be deemed to have been reduced-in-hours when their current annual assigned hours are reduced below their previous continuing hours.
- Previous continuing hours shall be those hours assigned to an employee prior to October 15th of the previous work year, consistent with Section 16.5.

Section 16.7.2 Reduction in Hours Procedure

- A. When reductions in hours are necessary at a site, the reduction shall affect employees in building/workgroup seniority order with the least senior employee being affected first, to the extent possible within the parameters required by

building/program needs.

- B. If building/program needs or the qualifications of an employee do not permit the reduction of the least senior employee's hours, the reduction process will continue from the next least senior employee until the number of hours lost by senior employees has been offered to those employees.
- C. If, after this process, an employee has been reduced below four (4) hours they may, at their option, elect to be identified as laid-off and enter into the layoff and recall procedures. Employees have five (5) workdays in which to make the decision to be laid-off and such decision shall be final.
- D. If, after this process, an employee has been reduced to zero hours they shall be deemed to be laid-off and shall enter into the layoff and recall procedures.
- E. An employee who is reduced in hours shall be placed in a building/workgroup preference pool for the following year, ending after the Initial Assignment of Hours procedure has been completed.
- F. During the period the building/workgroup preference pool is in effect if any additional hours become available they shall be offered to employees in the building/workgroup preference pool in compliance with Section 16.5.3, Assignment of Additional Hours, in building/workgroup seniority order, until those employees are made whole for the hours they were reduced. Employees who refuse the additional hours shall be removed from the building/workgroup preference pool.
- G. The District shall notify an employee reduced through this procedure that they have been reduced, utilizing the "Initial Assignment of Hours Preference Form" in Appendix C. Such notification shall include:
 - 1. The employee's current assigned hours.
 - 2. The employee's current continuing hours.
 - 3. The number of hours the employee has been assigned.
 - 4. The number of hours they are eligible from the building/workgroup preference pool.
- H. Once building preference pools are finalized the principal/program manager shall give copies of the Initial Assignment Preference Forms to the designated building representative. The building representative will then be asked to forward the forms to a designated Chapter Officer. The information that the forms should include are:
 - 1. Those employees current assigned hours.
 - 2. Those employees current continuing hours.
 - 3. Those employees new assigned hours.
 - 4. The number of hours those employees have a right to from the building/workgroup preference pool.

Section 16.7.3 Layoff Definitions:

- Layoff shall mean the termination of employment due to a need identified by the Employer to reduce staffing because of a change in program needs or financial necessity or as defined through Section 16.7.1, Reduction in Hours.
- Qualified, for the purposes of this section, shall mean previous experience, demonstrable abilities, the ability to train into a position within a reasonable period of

time, or training, as determined by the Employer and does not result in a promotion.

Section 16.7.4 Layoff Procedure:

- A. The Employer shall schedule a special Labor/Management meeting at least sixty (60) days prior to implementing paragraph 3 below of this layoff procedure when a district wide reduction in hours may result in one or more employees being laid-off. During the Labor/Management discussion the Employer shall specify the need for the reduction of staff and the severity of the reduction. At this meeting the Employer shall provide the Union with the following information:
 1. Updated seniority lists (District and Building/Workgroup)
 2. Documentation to support the necessity for the reductions
 3. Plan of action, including the timelines the Employer is considering
- B. Prior to implementing A3 above of this procedure, the Union shall have the opportunity to call a follow-up Labor/Management meeting to discuss alternative solutions to the layoff, or solutions that may lower the impact of such a layoff.
- C. Employees will be laid-off by:
 1. The reduction in Hours Procedure for the IA workgroup, provided that the District may elect to perform a layoff through section 3(b) of this procedure at their discretion.
 2. Classification in inverse order of district seniority for all workgroups other than IA's. Those with the lowest seniority will be the first selected.
- D. An employee selected for layoff may displace the most junior employee in another building/workgroup, by district seniority, for which the senior employee is qualified and which does not result in a wage increase. In lieu of displacing a junior employee, a senior employee identified for layoff may elect layoff. When employees are identified for layoff from buildings they shall be ordered on a list (Bumping Pool) with the District in order of District seniority. The District shall identify the number of employees that will be laid-off and develop a list of lowest District seniority employees (Bumping List). Those employees in the Bumping Pool may select a job from a junior employee on the Bumping List or elect layoff and such selection/election shall be in writing.
- E. Employees who are laid-off or placed in a different workgroup will be placed in a recall pool for up to one (1) year.

Section 16.8 Recall Definitions:

- Recall Pool shall mean the pool of employees who have been laid-off or have a right to a position in their original workgroup for up to one year.
- Original workgroup shall mean the workgroup from which the employee was laid-off.

Section 16.8.1 Recall Procedure

- A. Employees, when notified they will be placed in the recall pool, shall be given the recall form to fill out, see Appendix D. The form shall request current contact information, including: address, phone number, alternate contact name and phone number (if necessary). The form shall also state the employee is required to notify the Employer of any changes or additional contact information if they will be absent more than five (5) calendar days. Included on the form shall be a request for the geographic region that a

laid-off employee will accept for recall, see C(2) of this procedure.

- B. Employees in the recall pool shall retain accrued sick leave, vested vacation rights, district seniority and building/workgroup seniority. Employees shall not accrue additional benefits or rights while in the recall pool unless they are working in a bargaining unit position outside of their original workgroup.
- C. Employees who are placed in the recall pool shall be ordered by District seniority and shall be offered open positions in the bargaining unit in that order, provided they are qualified.
 - 1. Employees offered a position of less than four (4) hours may decline such offer without loss of recall rights.
 - 2. Employees may select the geographic region to which they may be offered recall. The employee may select all of the regions or any combination of regions as identified on the recall form. An employee who refuses recall to a position within a region they selected more than once shall be removed from the recall pool.
- D. The District will first attempt to contact persons selected for recall by telephone followed by a confirming letter. If not successful, the District will send notification by certified mail. The individual will have five (5) calendar days from receipt of notification to accept the position. If the employee fails to accept the position in writing within the time limit above it will be assumed that they have declined the position. Written notification from an employee to accept a position, for the purposes of this section only, shall include hand written notes, mailed letters, faxes and e-mails.
- E. The District will notify the Union immediately of each individual selected for recall.

Section 16.8.2 Recall Notification Persons in the recall pool shall be responsible for maintaining their current address and telephone number with the Human Resource office.

Section 16.9 Transfers Transfers are of two types: voluntary and involuntary. In cases where bargaining unit members' volunteer for a transfer they will lose their current building/workgroup seniority from which they are transferred and start a new seniority at their new building or workgroup. Those bargaining unit members who are involuntarily transferred will retain their former building/workgroup seniority and carry it with them to the new building or workgroup.

ARTICLE 17

Conditions of the Agreement

Section 17.1 Waiver and Complete Agreement

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement. The Union voluntarily and unqualifiedly waives the right, and agrees that the Employer shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term; subject only to the mutual written agreement of both

parties to amend or supplement it at any time.

Section 17.2 Severability In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 17.3 Duration This Agreement shall become effective on August 16, 20082012 and shall continue in full force and effect through August 15, 20126. Not less than sixty (60) days prior to August 15, 20126, either party may give notice to the other party of its desire to modify this Agreement. After receipt of such notice, negotiations shall commence.

Section 17.4 Conformity to Law

Section 17.4.1 This Agreement will be governed and construed according to the Constitution and laws of the State of Washington and Federal law and regulation. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby will be found contrary to law by a tribunal of competent jurisdiction, such provisions or application will have effect only to the extent permitted by law, and all other provisions or applications of this Agreement will continue in full force and effect.

Section 17.4.2 If any provision of this Agreement is found to be contrary to law, the Board and Union agree to commence bargaining on such provision as soon as reasonably possible.

ARTICLE 18

Section 18.1 Contract Reopener

Section 18.2 Not less than sixty (60) days prior to August 15, 2014, either party may give written notice to the other party of its desire to open negotiations to modify Article 14, Compensation.

Section 18.3 The parties agree to a one (1) time reopener of Article 15, Insurance. At any time during the effective dates of this agreement, either party may give not less than a sixty (60) day prior written notice of the date they are requesting to reopen Article 15 to address and ensure that language regarding insurance contained in this agreement is consistent and compliant with the provision of ESSB 5940.

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 925

LAKE WASHINGTON SCHOOL DISTRICT
No. 414 BOARD OF DIRECTORS

Date

By _____
K-12 Division Director

By _____

Date

By _____
Board Chairperson

By _____

By _____

Appendix A
SEIU MEMBERSHIP CARD

Membership Card and Authorization for Payroll Deduction

I hereby request and accept membership in SEIU Local 925 and authorize my employer to deduct the correct amount of dues and fees and remit such dues to the Secretary-Treasurer of SEIU Local 925. Today's Date _____

Signature _____ Employer _____ Hire Date _____

Print Name _____ EID# _____ SSN# _____

Home Address _____ City _____ State _____ Zip _____

Home Phone _____ Home Email _____

Work Phone _____ Work Email _____

Job Title _____ Job Class Code _____ Hours per Week _____ Wages per Hour _____

Mail Box# (if applicable) _____ Dept _____

Work Location (Bldg/ Floor/ Room #) _____

Work Street Address (if applicable) _____ City _____ State _____ Zip _____

Are you a Registered Voter? YES ___ NO ___

If you are not a registered voter, would you like us to send you a Voter Registration Form? YES ___ NO ___

I am interested in learning and doing more for my Union.

Let me know about:

- Being a Steward Lobbying/Political Work
 Being a Union Contact for your Area Organizing

Questions? Call 206-322-3010 or 1-866-SEIU925 (1-866-734-8925). If you move to a position out of the bargaining unit, you must notify your Payroll Office in writing to stop your payroll deduction (and copy our office as well). Dues, fees and assessments to this organization are not deductible as charitable contributions for federal income tax purposes. Dues paid to this organization, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue code.

Voluntary Contribution for SEIU COPE (Committee on Political Education)

COPE is the vehicle within our parent union, Service Employees International Union (SEIU), by which union members affect laws that impact our lives. The focus of COPE and our local political action work is electing reasonable people to executive and legislative offices who will stand up for working people. Your involvement and contribution are essential in making this an effective program.

I hereby authorize SEIU Local 925 to file this payroll deduction with my Employer and for my Employer to forward the amount specified below to SEIU COPE. This authorization is made voluntarily, based on my specific understanding that: 1. The signing of this form and the making of voluntary contributions are not conditions of my employment by my Employer or membership in the Union; 2. I may refuse to contribute without any reprisal at any time; 3. Only union members and executive/administrative union staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE; 4. The amounts below are merely a suggestion, and that I may contribute more or less by some other means without fear of favor or disadvantage from the Union or my Employer; 5. SEIU COPE uses the money it receives for political purposes, including but not limited to making contributions and expenditures in connection with federal, state and local elections and addressing political issues of public importance. This authorization shall remain in full force and effect until revoked in writing by me. Contributions to SEIU COPE are not deductible for federal income tax purposes.

I authorize my employer to withhold (circle one) \$10 \$7 \$5 per paycheck subject to the terms set forth above. By my signature I state that I have reviewed and agree with the terms set forth above.

Signature _____ Date _____

Print Name _____ SSN _____

<p><u>Do not write in this space</u></p> <p>Effective Date: _____</p> <p>Date Sent to ER: _____</p>

Appendix B
WAGE SCHEDULE

Rates Effective August 16, 2014₂

Position Title	Position Code	Salary	Step
Head Start Assistant Teacher		13.77	A
		15.31	B
Head Start/Ready Start Teacher		20.11	A
		22.46	B
Family Support Specialist		22.89	A
		24.58	B

Position Title	Position Code	Salary	Step
Instructional Assistant	PXIA	12.95	A
	PXIB	13.40	B
	PXIC	14.08	C
	PXID	15.64	D

Placement on each step will be determined per section 14.2.

Position Title	Position Code	Salary
Technical Support Specialist	P5SD	21.53

APPENDIX C

**INSTRUCTIONAL ASSISTANT INITIAL ASSIGNMENT
PREFERENCE FORM
for
20__/__ SCHOOL YEAR**

Name: _____

Years of Building Seniority _____

Current Number of Hours: _____

Current Assignments: _____

Preferred Number of Hours: _____

Preferred Assignments: _____

As per Section 16.5 of the negotiated agreement, principals/program managers will make assignments for the coming school year taking into account the preferences and building/workgroups seniority of the Instructional Assistants, qualifications and program needs.

Employee Signature

Date

APPENDIX D

**SEIU RECALL FORM
Section 16.8**

Name: _____

Address: _____
(Street Address and PO Box, if applicable)

City: _____ State: _____ Zip Code: _____

Phone: _____

Alternate Contact Name: _____ Phone: _____

Current Job Classification/Workgroup: _____

Please check the geographic regions that you would accept for recall:

- Juanita Learning Community Region
- Lake Washington Learning Community Region
- Redmond Learning Community Region
- Eastlake Learning Community Region

Per Section 16.8.1 of the negotiated agreement, employees who have been laid off will be placed in the recall pool. Employees are required to notify the District (Human Resources) of any changes in contact information if an employee is absent more than five (5) calendar days.

Employee Signature

Date

APPENDIX E

Letter of Understanding Between
Service Employees International Union Local #925
and
Lake Washington School District No. 414
Re: Educational Compensation Program
August 16, 2008 – August 15, 2011

The District and the Union agree to continue the Educational Compensation Program which provides for opportunities for the professional and personal development of employees covered by this agreement. The goals of this program continue to be the following: (1) provides opportunities for the professional and personal development of the employee; and (2) results in benefits valuable to the District. The District further agrees to provide \$20,000 for this program in each year. A joint committee made up of an equal number of District and union representatives shall determine the use of these funds.

For the Union _____ For the District _____

Tyler Bass _____ Patricia Fowler-Fung _____

Date _____ Date _____

INSTRUCTIONAL MATERIALS ADOPTION

October 22, 2012

SITUATION

RCW 28A.320.230 and the SPI Bulletin No. 191-67 establish that each school district shall maintain an Instructional Materials Committee to assist in recommending instructional materials to be used in the respective schools of the district and that the final approval of such material is the responsibility of the Board of Directors.

The following books have been recommended by the Instructional Materials Committee for district-wide adoption. The items recommended for adoption are:

Title: Nuevas Vistas, Course 1
Author: Holt Rinehart & Winston
Publisher: Holt McDougal
Copyright: 2006
No. of Copies: 35
Price: \$69.20 per book
School Requesting: Redmond High School
Classification: Spanish for Native Speakers, Grades 9-12

Title: AP Psychology Cram Kit
Author: Dean Schaffer, Editor
Publisher: DemiDec
Copyright: 2010
No. of Copies: 32
Price: \$20.00 per book
School Requesting: Juanita High School
Classification: Grades 6-8

Title: The Revealers
Author: Doug Wilhelm
Publisher: Sunburst Paperback
Copyright: 2003
No. of Copies: To Be Determined
Price: \$6.95 per book
School Requesting: Director of Student Services, Eastlake
Classification: Grades 6-8

Title: Signing Naturally
Author: Cheri Smith, Ella Mae Lentz and Ken Mikos
Publisher: Dawn Sign Press
Copyright: 2008
No. of Copies: 65
Price: \$74.95 per book
School Requesting: Lake Washington High School
Classification: Grades 9-12

Instructional Materials Adoption

October 22, 2012

Page 2

Title: A People's History of the United States
Author: Howard Zinn
Publisher: Perennial Modern Classics
Copyright: 2005
No. of Copies: None
Price: \$0.00 – students purchase their own copy
School Requesting: Eastlake High School
Classification: Grade 11

Title: Skylark
Author: Patricia MacLachlan
Publisher: Joanna Cotler Books (Harper Trophy)
Copyright: 1994
No. of Copies: None
Price: Class set to be purchased by the PTSA
School Requesting: Frost Elementary
Classification: Grade 4

RECOMMENDATION

The district's Instructional Materials Committee has reviewed a series of instructional materials as to their instructional purpose, readability level, and treatment of minorities and women. The above instructional materials satisfy the selection criteria as cited in the local administrative policy IIAA and it is recommended that the instructional materials be adopted for use in the Lake Washington schools.

CHANGE ORDER NO. 3
NEW SECONDARY STEM SCHOOL

October 22, 2012

SITUATION

Construction Change Order No. 3 is attached for your review. The change order includes six (6) changes to the construction contract for the new Secondary STEM School project. Four (4) changes are additive cost changes, one (1) change is a deductive change, and one (1) change is a no cost change.

Three (3) Construction Change Directives (CCDs) are due to design coordination issues:

- CCD #23 revises building footings and adds two (2) footings (no cost).
- CCD #26 relocates electrical outlets in the west commons area.
- CCD #33 changes the location of an air supply diffuser.

One (1) change is due to regulatory agency requirements:

- CCD #039 modifies the culvert pipe material.

Two (2) changes are due to an owner requested change:

- CCD #18 changes the manufacturer for the reinforced cement panels on the exterior of the building (deductive cost).
- CCD #20 adds telecom pathways and power for LCD screens in commons and shared learning areas.

The cost of the changes from Change Order 3 is within the budget established for this project. The total for Change Orders for this project is -2.97% of the original construction contract amount.

<u>Original Construction Contract</u>	\$24,080,000.00
<u>Current Change Order</u>	
Change Order No. 3	(\$13,494.00)
<u>Total Change Orders</u>	
Change Order No. 1 thru No. 3	(\$715,084.00)
<u>Contract Amount including this Change Order</u>	\$23,364,916.00

RECOMMENDATION

The Board of Directors approves Change Order No. 2 to Absher Construction Company for work at the new Secondary STEM School in the amount of (\$13,494.00), decreasing the contract amount to \$23,364,916.

CHANGE ORDER NO.

3



Project: Secondary STEM School

Contractor: Absher Construction Company

Date: 10/9/2012

Project #: 473

Contract #: 352312

After signature the Contractor is directed to make the following changes in the Contract Amount for pay requests.

This Change Order resolves all issues related to the changes below and any CCDs, CPRs referenced below and constitutes full settlement for all known, estimated or foreseeable costs and time adjustments, including all delay and impact costs and direct and indirect damages, including consequential damages regardless of cause, related to the Change.

Individual CPR/CCD Description:

CPR	CCD		Amount
018	018	Fiber reinforced cement panel revision	(\$31,433.00)
020	020	Add telecom pathways and power for LCD screens in commons	\$5,563.00
023	023	Footing Revisions and addition of 2 footings	\$0.00
026	026	Relocation of electrical outlets	\$5,265.00
033	033	Move diffuser in Mod 31	\$1,758.00
039	039	DI pipe in culvert in lieu of CPEP	\$5,353.00

Combined Total: (\$13,494.00)

Not valid until signed by the Owner. Signature of the Contractor indicates agreement herewith, including any adjustments in the Contract Sum and the Contract time.

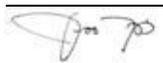
The Original Contract Sum was \$24,080,000.00
 Net Change by previously authorized Change Orders..... 0 through 2 (\$701,590.00)
 The Contract Sum prior to this Change Order was..... \$23,378,410.00
 The Contract Sum will be increased decreased unchanged by this Change Order..... (\$13,494.00)
 The new Contract Sum including this Change Order is \$23,364,916.00

The Contract time will be increased decreased unchanged by..... 0 days

The date of Substantial Completion as of the date of this Change Order

Amounts exclude State Sales Tax.

CONTRACTOR'S ACCEPTANCE

BY: Absher Construction Company
 SIGNED: 
 TITLE: Senior Project Manager
 DATE: 10/12/2012

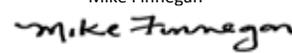
ARCHITECT'S RECOMMENDATION

BY: Integrus Architecture
 SIGNED: 
 TITLE: Principal
 DATE: 10/12/2012

OWNER'S ACCEPTANCE

BY: Forrest Miller
 SIGNED: _____
 TITLE: Director of Support Services
 DATE: _____

PROGRAM MANAGER'S RECOMMENDATION

BY: Mike Finnegan
 SIGNED: 
 TITLE: Program Manager
 DATE: 10/15/2012

CHANGE ORDER NO. 13
REDMOND HIGH SCHOOL ADDITION

October 22, 2012

SITUATION

Change Order No. 13 is attached for your review. The change order includes twenty-three (23) changes to the construction contract for the Redmond High School addition project. Twenty (20) changes are additive cost changes, one (1) change is a deductive cost change, and two (2) changes are no cost changes.

Four (4) Construction Change Directives (CCDs) are due to design coordination issues:

- CCD #158 adds data outlets under the reception desk in the administration area.
- CCD #170 replaces irrigation lines in an area where storm drainage was installed.
- CCD #171 adds a new light switch for existing lights.
- CCD #180 extends downspouts to connect to the rain garden.

Seven (7) CCDs are due to regulatory agency requirements:

- CCD #142 adds self-closing door mechanisms to flammable storage cabinets.
- CCD #149 revises ADA ramps at sidewalks.
- CCD #155 deletes a water supply connection to the portable classrooms (no cost).
- CCD #159 lowers a storm detention access riser at the classroom building.
- CCD #164 adds concrete rings around storm detention access ports.
- CCD #172 adds bark and a small retaining wall in the 104th street right of way.
- CCD #179 revises the crosswalk at the bus entry (deductive).

Seven (7) CCDs are due to unforeseen conditions:

- CCD #109 relocates the irrigation main at the classroom building.
- CCD #139 funds electrical overtime work to offset delays due to unforeseen conditions.
- CCD #140 revises the planting beds due to conflicts with existing utilities (no cost).
- CCD #148 adds a new door threshold and floor leveling.
- CCD #168 reconnects exit signs and motorized shades in the Great Hall.
- CCD #174 adds protective padding around an exposed sprinkler pipe in the Gym.
- CCD #177 adds a walk-off mat and refinishing of existing locker bases.

Five (5) CCDs are due to owner requested changes:

- CCD #160 reconfigures the data rack in the IDF room.
- CCD #169 installs owner furnished instrument storage cabinets.
- CCD #173 adds ceiling mounted electrical outlets in the portable classrooms.
- CCD #176 adds light fixtures in the career center.
- CCD #182 supplies survey work and the creation of a legal description for a water easement.

The additive cost of the changes from Change Order No. 13 is within the budget established for this project. The total for Change Orders for this project is 5.95% of the original construction contract amount.

<u>Original Construction Contract</u>	\$9,732,315.00
<u>Current Change Order</u>	
Change Order No. 13	\$49,750.57
<u>Total Change Orders</u>	
Change Orders 1 thru 13	\$579,587.57
<u>Contract Amount including this Change Order</u>	\$10,311,902.57

RECOMMENDATION

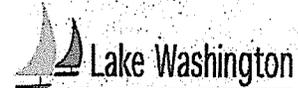
The Board of Directors approves Change Order No. 13 to Pellco Construction Inc. for the Redmond High School additions project in the amount of \$49,750.57, increasing the contract amount to \$10,311,902.57.

CHANGE ORDER NO.

13

Project: Redmond High School Addition

Contractor: Pellco Construction



School District

Date: 10/10/2012

Project #: 8515

After signature the Contractor is directed to make the following changes in the Contract Amount for pay

This Change Order resolves all issues related to the changes below and any CCDs, CPRs referenced below and constitutes full settlement for all known, estimated or foreseeable costs and time adjustments, including all delay and impact costs and direct and indirect damages, including consequential damages regardless of cause, related to the Change.

Individual CPR/CCD Description:

CPR	CCD	Description	Amount
109	109	Classroom Building Irrigation Revisions	\$10,362.00
139	139	Electrical Overtime to offset unforeseen conditions delays	\$3,872.00
140	140	Planting and Root Barrier revisions	\$0.00
142	142	Install self closing door mechanisms at flammable storage cabinets	\$356.00
148	148	Provide wide threshold at door 1-021, add floor leveling in Vestibule 1-016	\$2,197.00
149	149	Make revisions to ADA Ramps	\$3,596.00
155	155	Delete water supply to portable classrooms	\$0.00
158	158	Add data outlets in A108G	\$1,269.00
159	159	Lower detention tank access riser at classroom addition	\$1,833.00
160	160	Reconfigure IDF rack in room B120C	\$236.00
164	164	Provide concrete rings around detention tank access ports	\$4,936.00
168	168	Connect electrical to motorized shades and exit signs in Great Hall	\$3,770.00
169	169	Install Owner's instrument storage lockers in Choir room	\$741.00
170	170	Portables Area Irrigation Revisions	\$2,388.00
171	171	Add light switch in Room A108G	\$1,225.00
172	172	Provide bark and construct retaining wall along 104th street	\$1,866.00
173	173	Provide ceiling receptacles for projectors in 4 portable classrooms	\$770.00
174	174	Provide wall pads around sprinkler drain pipe in Gym	\$550.00
176	176	Provide 6 new light fixtures in Career Center E111	\$7,890.57
177	177	Install walk-off mat in Corridor 1-006, repaint locker bases	\$1,014.00
179	179	Bus Entry Crosswalk Revisions	(\$826.00)
180	180	Provide Downspout extensions at Raingarden	\$869.00
182	182	Provide Survey and Legal Description for Water Easement	\$836.00

Combined Total: \$49,750.57

Not valid until signed by the Owner. Signature of the Contractor indicates agreement herewith, including any adjustments in the Contract Sum and the Contract time.

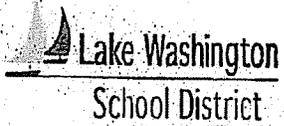
The Original Contract Sum was	\$9,732,315.00
Net Change by previously authorized Change Orders..... 1 through 12	\$529,837.00
The Contract Sum prior to this Change Order was.....	\$10,262,152.00
The Contract Sum will be increased by this Change Order.....	\$49,750.57
The new Contract Sum including this Change Order is	\$10,311,902.57
The Contract time will be unchanged by..... 0 days	
The date of Substantial Completion as of the date of this Change Order	June 26, 2012

Amounts exclude State Sales Tax.

CHANGE ORDER NO. 13

Project: Redmond High School Addition

Contractor: Pellico Construction



Date: 10/10/2012

Project #: 8515

After signature the Contractor is directed to make the following changes in the Contract Amount for pay

This Change Order resolves all issues related to the changes below and any CCDs, CPRs referenced below and constitutes full settlement for all known, estimated or foreseeable costs and time adjustments, including all delay and impact costs and direct and indirect damages, including consequential damages regardless of cause, related to the Change.

Individual CPR/CCD Description:

CPR	CCD	Amount
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CONTRACTOR'S ACCEPTANCE

BY: Mike Finnegan
 SIGNED: [Signature]
 TITLE: Program Mgr
 DATE: 10/11/12

OWNER'S ACCEPTANCE

BY: Forrest Miller
 SIGNED: _____
 TITLE: Director
 DATE: _____

ARCHITECT'S RECOMMENDATION

BY: Kris Stamon
 SIGNED: [Signature]
 TITLE: P.M.
 DATE: 10-11-2012

PROGRAM MANAGER'S RECOMMENDATION

BY: Michael Finnegan
 SIGNED: [Signature]
 TITLE: Prog. Mgr.
 DATE: 10/12/12

CHANGE ORDER NO. 6
BENJAMIN RUSH ELEMENTARY SCHOOL REPLACEMENT

October 22, 2012

SITUATION

Construction Change Order No. 6 is attached for your review. The change order includes four (4) changes to the construction contract for the Benjamin Rush Elementary School replacement project. Three (3) changes are additive cost changes, and one (1) change is a deductive cost change.

Two (2) Change Proposal Requests (CPRs) are due to design coordination issues:

- CPR #0030 deletes a phone counter in the main reception room (deductive).
- CPR #0031 raises countertops in the staff room.

Two (2) CPRs are due to owner-requested items:

- CPR #0020 / CCD #0019 increases the amount of concrete grinding for the floor finish.
- CPR #0027 adds cyclorama curtains and rigging at the music room.

The cost of the changes from Change Order No. 6 is within the budget established for this project. The total of the change orders for this project is 1.12% of the construction contract amount.

<u>Amended Construction Contract Amount</u>	\$23,765,374.00
<u>Current Change Order</u>	
Change Order 6	\$62,811.00
<u>Total Change Orders</u>	
Change Orders 0 thru 6	\$266,216.00
<u>Contract Amount including this Change Order</u>	\$24,031,590.00

RECOMMENDATION

The Board of Directors approves Change Order No. 6 to Mortenson Construction for work at the Benjamin Rush Elementary School replacement project in the amount of \$62,811.00, increasing the contract amount to \$24,031,590.

CHANGE ORDER NO.

006



Project: Benjamin Rush Elementary School

Contractor: Mortenson Construction

Date: 10/12/2012

Project #: 18

Contract #: 10-241

After signature the Contractor is directed to make the following changes in the Contract Amount for pay requests.

This Change Order resolves all issues related to the changes below and any CCDs, CPRs referenced below and constitutes full settlement for all known, estimated or foreseeable costs and time adjustments, including all delay and impact costs and direct and indirect damages, including consequential damages regardless of cause, related to the Change.

Individual CPR/CCD Description:

CPR	CCD		Amount
020	019	Supplemental Concrete floor grinding	\$54,095.00
027		Supply and install cyclorama curtains and rigging at the music room	\$8,900.00
030		Delete phone counter in reception room #101	(\$227.00)
031		Raise part of the counter in room 115 to accommodate appliances	\$43.00

Combined Total: \$62,811.00

Not valid until signed by the Owner. Signature of the Contractor indicates agreement herewith, including any adjustments in the Contract Sum and the Contract time.

The Amended Contract Sum was \$23,765,374.00
 Net Change by previously authorized Change Orders..... through 5 \$203,405.00
 The Contract Sum prior to this Change Order was..... \$23,968,779.00
 The Contract Sum will be increased ~~decreased~~ ~~unchanged~~ by this Change Order..... \$62,811.00
 The new Contract Sum including this Change Order is \$24,031,590.00

The Contract time will be increased ~~decreased~~ unchanged by..... days

The date of Substantial Completion as of the date of this Change Order

Amounts exclude State Sales Tax.

CONTRACTOR'S ACCEPTANCE

BY: Holly M Higgins
 SIGNED: _____
 TITLE: Project Manager
 DATE: 10/12/2012

ARCHITECT'S RECOMMENDATION

BY: Rebecca Baibak
 SIGNED: _____
 TITLE: Principal
 DATE: 10/12/2012

OWNER'S ACCEPTANCE

BY: _____
 SIGNED: _____
 TITLE: Director
 DATE: _____

PROGRAM MANAGER'S RECOMMENDATION

BY: _____
 SIGNED: Mike Finnegan
 TITLE: Program Manager
 DATE: 10/12/2012

DONATIONS

October 22, 2012

SITUATION

Individuals and/or groups periodically desire to make monetary donations or grants to the school district. Monetary donations and grants which exceed \$1,000 are submitted for board approval. Following is a list of those requests for the current month including the individual or group making the request, the amount of donations/grants, and the purpose for which the funds are to be used.

<u>From</u>	<u>Amount</u>	<u>Purpose</u>
Rose Hill PTSA to Rose Hill Elementary	\$13,789.00	To support assemblies (\$2,500), off-site learning enrichment/field trips (\$3,600), copy fund (\$500) and artist in residence (\$5,000); purchase emergency preparedness supplies (\$130) and First Day Folders (\$550); and provide choir stipend (\$503) and intramural sports stipend (\$1,006).
Mark Twain PTSA to Twain Elementary	\$4,712.60	To provide stipend for math club (\$2,012.60) and educational enrichment for K-5 (\$2,700.00).
Rachel Carson PTSA to Carson Elementary	\$2,250.00	To purchase IXL math site license for 2012-13.
Samantha Smith PTSA to Smith Elementary	\$2,260.00	To provide stipend for choir.
TOTAL	\$23,011.60	

RECOMMENDATION

The Board of Directors accepts the donations/grants as identified at the October 22, 2012 Board Meeting.