

Lind-Ritzville Cooperative Schools
Regular Board Meeting
February 23, 2026 - 6:30 PM - LRHS Collaboration Room

Flag Salute

RITZVILLE

1. Call to Order and Establish a Quorum
 - a. Action to Excuse Absent Members
2. Approval of Agenda

LIND

1. Call to Order and Establish a Quorum
 - a. Action to Excuse Absent Members
2. Approval of Agenda

JOINT DISCUSSIONS & PRESENTATIONS

3. Public Comment
4. Student Representative Report
5. Principal Reports
 - a. Mastery Based Learning (MBL) Presentation
6. Levy Results
7. Review Cooperative Agreement
8. Sports Cooperative Discussion
9. 2026-27 Calendar Discussion
10. Solar Update
11. School Bus Inspections 2/9/26
12. Early Learning Facility Update
13. Finance
 - a. School District Financial Health Checklist
 - b. Review January Apportionment
14. Second Reading Policy 1111 - Oath of Office
15. Second Reading Policy 2106 - Program Compliance
16. Second Reading Policy 2108 - Learning Assistance Program
17. Second Reading Policy 2170 - Career and Technical Education
18. Second Reading Policy 3226 - Interviews and Interrogation of Student on School Premises
19. Second Reading Policy 5010 - Discrimination Free Workplace
20. Second Reading policy 5011 - Sexual Harassment of District Staff Prohibited
21. Second Reading Policy 5260 - Personnel Records
22. First Reading Policy 6220 - Bid or Request for Proposal Requirements
23. Board Director Reports

24. Joint Consent Agenda (Lind & Ritzville)

- a. Approval of January 26, 2026 Regular Board Meeting Minutes
- b. Approval of January 28, 2026 Special Board Meeting Minutes
- c. Approval of February 2, 2026 Special Board Meeting Minutes
- d. Approve Lind-Ritzville Public School Employees CBA Revisions
- e. Personnel Actions
 - New Hires - HS Assistant Softball Coach - Kennedy Anderson
 - New Hire - HS Head Tennis Coach - Zach Swanger
 - New Hire - HS Assistant Tennis Coach - Madeline Scoon
 - Resignation - HS Assistant Baseball Coach - Richard Mitchell
- f. Adoption - Policy 1111 - Oath of Office
- g. Adoption - Policy 2106 - Program Compliance
- h. Adoption - Policy 2108 - Learning Assistance Program
- i. Adoption - Policy 2170 - Career and Technical Education
- j. Adoption - Policy 3226 - Interviews and Interrogation of Student on School Premises
- k. Adoption - Policy 5010 - Discrimination Free Workplace
- l. Adoption - Policy 5011 - Sexual Harassment of District Staff Prohibited
- m. Adoption - Policy 5260 - Personnel Records

25. Consent Agenda (Ritzville Only)

- a. General Fund Accounts Payable - \$143,102.40
- b. Transportation Cooperative Accounts Payable - \$38,434.37
- c. Associated Student Body Fund Accounts Payable - \$19,403.26
- d. Payroll for February 27, 2026 - \$476,260.19
- e. Personnel Actions
 - Resignation - RGS Paraeducator - Breanna Smith

26. Consent Agenda (Lind Only)

- a. General Fund Accounts Payable - \$67,916.41
- b. Transportation Cooperative Accounts Payable - \$38,434.37
- c. Associated Student Body Fund Accounts Payable - \$443.36
- d. Payroll for February 27, 2026 - \$365,036.60
- e. Personnel Actions
 - Retirement - LES Teacher - Connie Field
 - Retirement - LES Teacher - Darlene O'Neill

27. Adjournment

Looking Ahead: Interlocal Agreements Transportation

LIND-RITZVILLE COOPERATIVE SCHOOL AGREEMENT

HISTORY

In February of 2011, the Boards of Directors of the Lind and Ritzville School Districts agreed to a joint cooperative program, which was implemented in the fall of 2012. This action was taken pursuant to Chapter 58, laws of 1985 (RCW 28A.340.020 through 28A.340.070). This law empowers the Office of the Superintendent of Public Instruction to approve pilot cooperative programs between small school districts and to waive regulations to remove disincentives for such cooperative efforts.

STRUCTURE

The Lind-Ritzville cooperative program consists of an elementary school (P-5) and a middle school (6-8), located in Lind, and an elementary school (P-5) and a high school (9-12), located in Ritzville. The middle school building in the Lind District is identified as Lind-Ritzville Middle School. The high school building in the Ritzville District is identified as Lind-Ritzville High School. The official name of our cooperative program is *Lind-Ritzville Cooperative Schools*.

OBJECTIVES

The Lind and Ritzville School Districts have formed this partnership for the following reasons:

- Provide the best possible educational program for the students in both districts
- Broaden and enrich the curricular offerings available to our students
- Utilize to a greater degree the strengths of our teachers and other staff members
- Utilize the facilities and resources of our districts to a greater efficiency

AGREEMENT

Both districts agree to the following programmatic, fiscal and operational understandings:

I. Staff

- Each district will maintain responsibility and authority in all matters relating to the staff it employs regardless of the location in which they serve.
- Staff employed by one district, but assigned in the other, will be bound by all negotiated agreements covering their employment within their contracted district.
- The two principals will divide evaluation responsibilities for shared employees. Each such evaluation will be discussed and approved by both principals before it is presented to the employee (by the principal taking the lead in that evaluation).
- Each district will share the cost of a full-time academic high school counselor except in years when a full-time academic middle school counselor is provided.

II. Basic and Vocational Education

- A. Indirect expenditures remain the responsibility of the individual districts.
- B. All students (6 - 12) shall be counted and claimed for enrollment in the district in which they reside, regardless of which school they attend. Secondary students must attend the school that serves their respective grade level. Elementary students may attend the non-resident school if space is available. Elementary students will be counted and claimed for enrollment in the district they attend.
- C. At a minimum, program expenditures shall be equalized according to the inter-district equalization schedule.

III. Special Programs (Special Education, LAP, Title I, Bilingual, Migrant, enrichment programs, etc.)

- A. Special Education student enrollment will be counted in the district of residence. Revenues will flow to the district of residence. High cost students will be paid for by their resident district. This may occur directly or through equalization.
- B. ESD Special Education related services and applicable annual applications for Title I, LAP, Bilingual and Migrant funds will be approved and filed by the districts separately. Special Education, Title I, LAP, Bilingual and Migrant programs will be coordinated by a person designated as program administrator. The two districts will operate under separate management plans but will coordinate to meet the individual learning needs of students within the cooperative. Students will be carefully tracked to accommodate state and federal regulations and to allow for detailed program cost accounting.

IV. Student Activities and Regulations

- Graduation Activities
 - 1. Graduation ceremonies for high school will be held at Lind-Ritzville High School on a mutually agreeable date.
 - 2. Freshman classes are required to meet graduation requirements determined by the joint Boards of Directors.
 - 3. Diplomas shall display the combined name of both communities (Lind-Ritzville High School) and incorporate official signatures from both school boards.
 - 4. There will be an Eighth Grade Promotion Ceremony held at the Lind-Ritzville Middle School on a mutually agreeable date.

5. Promotion certificates shall read "Lind-Ritzville Middle School." The certificates shall incorporate official signatures from both school board chairs.

- Activity Issues

1. Student transportation shall be provided between Lind and Ritzville for practices, games and school-sponsored activities.

2. Administrative responsibility for the extra-curricular programs shall rest with the individual districts.

V. Other Programs/Special Agreements

A. Traffic Safety Education – The Ritzville School District will administer the Driver's Education program.

B. Superintendent – Both boards agree that a joint superintendent is vital to the success of the Cooperative Schools. The two districts will share equally the costs of a joint superintendent as contracted.

VI. General Operations - Section Approved January 26, 2026

- The Boards of Directors of the Lind and Ritzville School Districts are committed to the successful operation of the Cooperative Schools and understand that success depends in large part upon the goodwill and support of both communities, school board members, administration, school staff, and students.

To build upon the trust between the two districts, the following procedures for making decisions will be followed:

1. The boards agree that matters that are cost shared or directly affect the students of both districts are cooperative matters, and will be brought to the joint board and not acted upon independently.

2. The boards agree that action on cooperative matters (i.e. administrators, policies, extra-curricular contracts, school calendars, and graduation requirements) shall require a separate vote of each board. Approval on a motion of cooperative interest is achieved when each board renders a majority yes vote. Approval is not achieved if one or both boards render a majority no vote.

3. Each board will respect the confidentiality of the other board.

- Matters of appeal will be resolved in the following manner:

1. Issues shall be handled initially by appropriate school personnel.

2. The first level of appeal shall be the building principal, or in athletic/activities matters, to the athletic director first and then the principal.

3. The second level of appeal shall be the superintendent of schools.
4. Appeals of decisions by the superintendent shall be referred to the Board of Directors of the school involved in the dispute

- Each year, the Cooperative Agreement will be reviewed at the February board meeting. Either district may terminate participation in the cooperative program by so notifying the other district in writing. Such termination will only be effective at the beginning of a school year and notification must be received by February 15th prior to the effective date.
- In case of termination, a monetary value will be placed on all jointly purchased supplies, materials, and equipment. The supplies, materials and equipment will then be divided between the districts according to the share of the purchase cost borne by each district. The ESD #101 Superintendent shall serve as mediator.

Reviewed February 23, 2026

LIND BOARD OF DIRECTORS

RITZVILLE BOARD OF DIRECTORS

Chairman of the Board

Chairman of the Board

Attest to:

Date: _____

Lind-Ritzville Cooperative Schools

DRAFT 2026 - 2027 School Calendar

AUGUST 2026						
Su	M	T	W	TH	F	Sa
2	3	4	5	6	7	1/8
9	10	11	12	13	14	15
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30	31					

5

NOVEMBER 2026						
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MAY 2027						
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SEPTEMBER 2026						
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18

DECEMBER 2026						
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11

MARCH 2027						
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19

JUNE 2027						
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OCTOBER 2026						
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JANUARY 2027						
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APRIL 2027						
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13

JULY 2027						
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Normal School Day - 8:25AM - 3:45PM

Teacher/Staff Professional Day (No Students)

Academic Intervention Days

August 18 - Teacher/Building Prep Day - NO SCHOOL

August 19 - ALL LRCS Staff Training Day - NO SCHOOL

August 20 - Teacher & Para Training Day - NO SCHOOL

August 24 - First Day of School (1st -12th grade)

August 27 - First Day of TK & Kindergarten

September 7 - Labor Day Break - NO SCHOOL

October 21 & 22 - Evening Conferences - Normal School Day

October 23 - Conference Day (No School)

October 28 - End of Midterm 1

November 11 - Veteran's Day - NO SCHOOL

November 25 - Thanksgiving Break - EARLY RELEASE

November 26 - 27 - Thanksgiving Break - NO SCHOOL

December 21 - January 1 - Winter Break - NO SCHOOL

January 18 - Martin Luther King Jr Day - NO SCHOOL

January 21 - End of Semester 1

February 15 - Presidents Day - NO SCHOOL

March 30 - End of Midterm 3

March 31 & April 1 - Evening Conferences - Normal School Day

April 2 - Conference Day (No School)

April 5-9 - Spring Break - NO SCHOOL

May 31 - Memorial Day - NO SCHOOL

June 5 - LRHS Graduation

June 10 - Last Day of School - EARLY RELEASE

154 School Days (Does Not Include Academic Intervention Days)

13 Professional Development Days

2 Full Conference Days

9 Academic Intervention Days

39 Days in First Midterm (8/24-26 - 10/28/26)

39 Days in Second Midterm (10/29/26 - 1/21/27)

78 Days in First Semester (8/24/26 - 1/21/27)

39 Days in Third Midterm (1/22/27 - 3/30/27)

38 Days in Fourth Midterm (3/31/27 - 6/10/27)

77 Days in Second Semester (1/22/27 - 6/10/27)

DRAFT 11/19/25

RITZVILLE SCHOOL DISTRICT #160-67 and LIND SCHOOL DISTRICT #158
JOINT BOARD MEETING
January 26, 2026

The meeting of the Board of Directors of Ritzville School District #160-67 and Lind School District #158 was held in the Lind-Ritzville Middle School Collaboration Room on January 26, 2026. The following members were in attendance:

Lind School Board Members:	Adam Labes	Breanne Williamson
	Jim Weidemann	Andy Wahl
	Greg Schmunk	

Ritzville School Board Members:	Erin Repp	Reid Phillips
	Tia Kubik	Travis Devore
	Courtney Fannin	

Lind Chair Labes led the Pledge of Allegiance.

Lind Chair Labes called the Lind School Board meeting to order at 6:31 P.M.

Lind Director Schmunk moved to approve the agenda. Lind Director Weidemann seconded the motion. A voice vote was heard with all present members voting aye. The motion carried.

Ritzville Chair Repp called the Ritzville School Board meeting to order at 6:31 P.M.

Ritzville Director Kubik moved to approve the agenda. Ritzville Director Phillips seconded the motion. A voice vote was heard with all present members voting aye. The motion carried.

Joint Items

Public Comment - After Lind Chair Labes read the rules and regulations for public comment, Christina Heater read a statement from the Lind-Ritzville Cooperative School Agreement.

Student Representative Report - Lind-Ritzville High School Student Representatives Cicely Herrera and Beau Fode shared an update on events happening at LRHS, including upcoming dates, winter sports and the upcoming Donkey Basketball game that is sponsored by FCCLA.

Principal Reports - LRMS Principal Don Walker reported on School Improvement Plans, explaining what the plans are and that the board is to review and approve every year. Mr. Walker also spoke about the Highly Capable Plan, explaining the referral process and how the program provides opportunities for all students, not just the students who qualify.

For board appreciation month, each building principal presented board members with gifts to show appreciation to the members for their time and service to the board.

Bus Depreciation Report - Superintendent Wargo shared the current bus depreciation schedule with the board. Explaining that due to a proposed Senate bill, that would push depreciation from thirteen to fifteen years, and the district will have to hold off on ordering two buses for the fall of 2027. In preparation, one bus will be ordered now (on consent agenda) and once funding passes for 2026-27, the second bus will be ordered.

Grant Updates - Superintendent Wargo updated the boards on grants, noting that the district did not get the grant to replace the high school Ag shop roof or the Safety and Security grant to add vestibules at Lind Elementary and Lind-Ritzville Middle School, the district will reapply in the fall. Mr. Wargo shared that he recently spoke with Representative Joe Schmick and emphasized that small school grants are important to our districts. LRCS Business Manager Kris Robbins reported that the districts have received \$75,666 in grants. Per district policy, grants received in amounts exceeding \$2,500 are to be accepted by the board and will see them on the agenda. Lind Elementary and Ritzville Grade School both received a \$7,000 donation from Rattlesnake Flats. LES will use the funds to replace student chairs, testing headsets, storage racks and playground equipment. RGS will purchase tables and chairs for the library, water bottle filling stations, STEAM equipment and a sensory walk.

Finance Report - Business Manager Kris Robbins gave an update on financials, noting budget status reports and cash flow documents were available in board packets. She reported that there is an increase in the January apportionment since it is based on actuals. Due to the state reallocating funds, the district will be allocated less through the year, but will get the remainder in August. This may make the cash flow look like less than it really is.

Superintendent Wargo provided the board with a draft Interlocal Agreement for transportation. He explained that the transportation department works on local fire department and other small school district vehicles. Currently, there is no formal agreement in place, only a hand-shake agreement. Once agreements have been signed by the other entities, they will be brought to the board for approval.

Superintendent Wargo passed out Superintendent interview schedules and mentioned that Andy Wolf will be here to facilitate along with Central Office staff. Each candidate will be asked four to five prepared questions at the staff and community forums on Wednesday.

With several policy first readings on the agenda, Superintendent Wargo explained that he will be going through the most recent WSSDA suggested policy changes and updating district policies as needed.

There was a first reading of the following: Policy 1111 - Oath of Office, Policy 2106 - Program Compliance, Policy 2108 - Learning Assistance Program, Policy 2170 - Career and Technical Education, Policy 3226 - Interviews and Interrogation of Student on School Premises, Policy 5010 - Discrimination Free Workplace, Policy 5011 - Sexual Harassment of District Staff Prohibited and Policy 5260 - Personnel Records.

Board Member Reports - There was nothing new to report.

Joint Consent Agenda

Lind Director Schmunk moved to approve the Joint Consent Agenda as follows: Approval of December 18, 2025 Regular Board Meeting Minutes, Approve to Order 2026 G5 Micro Bird 28 Passenger Propane Bus Approximately \$227,993.00, Personnel Actions: Resignation - HS Assistant Softball Coach - Lacey Miller, Resignation - HS Cheer Coach - Kiera Buriak, Resignation - MS Assistant Baseball Coach - Brady Wahl, Resignation - MS Volleyball Coach - Kris Robbins, Resignation - MS Softball Coach - Kiera Buriak, New Hires - MS Assistant Baseball Coach - Tyson Kimble, New Hires - MS Assistant Track Coach - Emberlynn Mack (Murphy), Accept & Acknowledge First Washington Robotics Grant for LR Robotics Club, Accept & Acknowledge Ag West Farm Credit Grant for LR Robotics Club, Accept & Acknowledge CASE Grant for the LRHS Ag CTE Program. Lind Director Weidemann seconded the motion. A voice vote was heard with all present members voting aye. The motion carried.

Lind Consent Agenda

Lind Director Weidemann moved to approve the Lind Consent Agenda as follows: General Fund Accounts Payable - \$48,652.00, Transportation Cooperative Accounts Payable - \$37,176.96, Associated Student Body Fund Accounts Payable - \$70.00, Payroll for January 30, 2026 - \$188,387.91 & \$167,963.51, Accept & Acknowledge Rattlesnake Ridge Donation for Lind Elementary School, Approve Highly Capable Plan, Cooperative Agreement Section VI; revert to language that existed prior to 4/28/25. Lind Director Wahl seconded the motion. A voice vote was heard with all present members voting aye. The motion carried.

Ritzville Consent Agenda

Ritzville Director Kubik moved to approve the Ritzville Consent Agenda as follows: General Fund Accounts Payable - \$91,706.89, Transportation Cooperative Accounts Payable - \$37,176.96, Associated Student Body Fund Accounts Payable - \$4,394.00, Payroll for January 30, 2026 - \$467,365.11, Cooperative Agreement Section VI; revert to language that existed prior to 4/28/25, Accept & Acknowledge Rattlesnake Ridge Donation for Ritzville Grade School, Approve Highly Capable Plan. Ritzville Director Devore seconded the motion. A voice vote was heard with all present members voting aye. The motion carried.

After a five minute recess, at 7:30 P.M. an Executive Session was called by both boards chairs for approximately fifteen minutes with no action to follow.

With no further business before the board, Ritzville Chair Repp and Lind Chair Labes adjourned at 7:45 P.M.

Chairman/Date

Chairman/Date

Secretary to the Board

**RITZVILLE SCHOOL DISTRICT #160-67 and LIND SCHOOL DISTRICT #158
SPECIAL JOINT BOARD MEETING**

January 28, 2026

The meeting of the Board of Directors of Ritzville School District #160-67 and Lind School District #158 was held in the Lind-Ritzville High School Staff Room on January 28, 2026. The following members were in attendance:

Ritzville School Board Members:	Erin Repp	Reid Phillips
	Tia Kubik	Travis Devore
	Courtney Fannin	

Lind School Board Members:	Adam Labes	Breanne Williamson
	Jim Weidemann	Andy Wahl
	Greg Schmunk	

The board chairs called the meeting to order and immediately went into Executive Session at 7:00pm to evaluate the qualification of an applicant for public employment.

At 8:07pm, the boards came out of the executive session and took no action.

With no further business before the board, Ritzville Chair Repp and Lind Chair Labes adjourned at 8:07 P.M.

Chairman/Date

Chairman/Date

Secretary to the Board

**RITZVILLE SCHOOL DISTRICT #160-67 and LIND SCHOOL DISTRICT #158
SPECIAL JOINT BOARD MEETING**

February 2, 2026

The meeting of the Board of Directors of Ritzville School District #160-67 and Lind School District #158 was held in the Lind-Ritzville High School Staff Room on February 2, 2026. The following members were in attendance:

Ritzville School Board Members:	Erin Repp	Reid Phillips
	Tia Kubik	Travis Devore
	Courtney Fannin	

Lind School Board Members:	Adam Labes	Breanne Williamson
	Jim Weidemann	Andy Wahl
	Greg Schmunk	

The board chairs called the meeting to order at 5:30 P.M. and went into Executive Session at 5:31 P.M. to evaluate the qualification of an applicant for public employment.

At 6:35 P.M., the boards came out of the executive session. Ritzville Board member Tia Kubik made a motion and was seconded by Board member Travis Devore to open the application process with the end date being February 18, 2026. Motion carried 5-0.

Lind Board member Greg Schmunk made a motion and was seconded by Board member Andy Wahl to open the application process up with the end date being February 18, 2026. Motion carried 5-0.

A public statement was provided by the boards to be provided to staff and posted according to policy.

With no further business before the board, Ritzville Chair Repp and Lind Chair Labes adjourned at 6:37 P.M.

Chairman/Date

Chairman/Date

Secretary to the Board

COLLECTIVE BARGAINING AGREEMENT BETWEEN

LIND-RITZVILLE COOPERATIVE SCHOOLS

AND

PUBLIC SCHOOL EMPLOYEES OF LIND-RITZVILLE

SEPTEMBER 1, 2025 – AUGUST 31, 2028



Public School Employees of Washington / SEIU Local 1948

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DECLARATION OF PRINCIPLES

Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.

The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.

Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

PREAMBLE

This Agreement is made and entered into between the Lind School District #158 and Ritzville School District #160-67 (hereinafter "District") and The Public School Employees of Lind and Ritzville School Districts, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Association Representation.

The District hereby recognizes the Lind Classified Employees and the Ritzville Classified Employees Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

1 **Section 1.2. Exempt Employees.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
3 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the
4 Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2). Excluded by
5 specific mention are the Supervisor of Maintenance/Grounds/Transportation, District Office Secretary,
6 Business Manager, Assistant Business Manager, Ritzville Building Secretaries and Director of Food
7 Service.

8
9 **Section 1.3. New Positions.**

10 In the event the District modifies job descriptions or creates new bargaining unit positions, the District
11 agrees to negotiate with the Association concerning the appropriate wage rate for the new positions
12 that are part of the bargaining unit. Job descriptions will be updated during the 2019-2020 school year.

13
14 **Section 1.4. General Job Classifications.**

15 The bargaining units to which this Agreement is applicable shall consist of all classified employees in
16 the following general job classifications: Custodians, Lind Secretaries, Lind Transportation, Food
17 Service, Para Educator, and Pre-School Teacher.

18
19 **Section 1.5. Temporary and Substitute Employees.**

20 Employees who, during the previous twelve (12) months have worked more than one-sixth (1/6) of the
21 normal academic year, and who remain available for work on the same basis, shall be presumed to be
22 regular part-time employees and shall be included in the bargaining unit, and shall be entitled to the
23 following: Article VI, Article VIII, and Schedule A of Collective Bargaining Agreement. Substitute
24 pay will be in accordance with Schedule A. Seniority preference rights of such individuals shall be
25 effective only with respect to other substitute employees, in classification. Such status may not be lost
26 unless the employee separates from employment in accordance with the provisions of this agreement,
27 or voluntarily quits.

28
29 Casual employees (substitutes) who have not worked a sufficient amount of time to qualify as regular
30 part-time employees are presumed to have had a series of separate and terminated employment
31 relationships so that they lack an expectation of continued employment.

32
33 Temporary employee: An employee who is assigned to a temporary position which exists or, in good
34 faith, is projected to exist for a period not to exceed the end of the current fiscal year or ninety (90)
35 consecutive working days, whichever is longer.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. Rights of the Employer.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer and assign employees in positions. In addition, management officials of the District have the right to suspend, discharge, demote, and take other disciplinary action against employees, and the right to release employees from duties because of lack of work or other legitimate reasons. In addition, the District has the right to eliminate position(s) which were created to serve the needs of (a) specific student(s) when the student(s) for whom employees were specifically hired no longer are enrolled or, if enrolled, no longer qualify for special help provided by the applicable program. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

Sections 2.2. Rights to Make Rules and Regulations.

The right to make rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Classified and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. Rights of Employees.

It is agreed that all employees subject to this Agreement shall have and be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association by paying monthly dues. Maintaining membership with the Association entitles the employee to additional benefits of union membership. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual.

Section 3.2. Matters of Concern.

Each employee shall have the right to bring matters of concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3. Weingarten Rights.

Employees subject to this Agreement have the right to have Association Representatives present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided, when employees have reason to believe that the discussion may result in discipline. When a request for such representation is made, no action shall be taken with respect to the employee until

such representative of the Association is present or until two (2) days have passed after such request. Employees shall have the right to have other persons with primary information present at such meetings.

Section 3.4. Compensation for Working.

Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered to appropriate officials of the Association.

Section 3.5. Discrimination.

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the disabled-person or others.

Section 3.6. Personnel File.

There shall be only one (1) official personnel file for each employee, to be kept in the District administration office. Each employee shall have the right to review the contents of their personnel file. On any occasion of inspection, a District Administrator shall be present. Personnel files shall be open only to the employee, the Superintendent or designee, a legal counsel for the District or a representative specified by the employee, except as otherwise provided by law (RCW 42.17). The employee may photocopy any material in the file.

Upon request, the employee and/or the superintendent or their official designee shall sign an inventory sheet and may initial and date all material placed in their file. The employee is responsible for creating and maintaining the inventory list. The employee needs to make an appointment with the district's business manager to review their file. This Section does not preclude the supervisor maintaining a working file on the employee for the current school year. In addition, the Transportation Supervisor may maintain a file on each bus driver which contains verification of First Aid training, the driver's Washington State Driving abstract, the results of the latest DOT physical and a listing of the hours of in-service and the subjects covered.

Section 3.6.1. Adding to Personnel File.

Letters of commendation, certificates of workshops attended, and official class transcripts shall be entered in the employee's file upon their request.

Section 3.6.2. Removal from Personnel File.

After two (2) years the Association can request removal of materials from an individual's file, provided that no similar reoccurrences have been documented during those two (2) years.

Section 3.7. Contents of Personnel File.

Each employee shall be provided a copy of all evaluative and discipline related material placed in his or her personnel file within five (5) workdays of its insertion. An employee may attach comments to any material that is a part of the personnel file. Derogatory material not brought to the attention of the employee in compliance with this section, or not placed into the official personnel file, may not be used for any purpose adverse to the employee's interests.

1 **Section 3.8. Medical Information File.**

2 In order for the District to be in compliance with the Americans with Disabilities Act (ADA) as of July
3 26, 1992, the District shall maintain a medical information file for each classified employee of the
4 District that will be kept separate from the personnel file. Such file will contain such sensitive
5 information as immunization history, health related cards, leave sharing information, and information
6 on medical history, and/or medical releases, etc. This medical information file will insure
7 confidentiality of sensitive information regarding the employee in the event of a Federal and/or State
8 audit.
9

10 **Section 3.9. Assault or Attack by a Student.**

11 Employees who are unable to perform their duties as a result of physical injury from assault or attack
12 by a student shall have L & I compensation supplemented by the District for up to sixty (60) days
13 before personal sick leave is used to supplement L & I compensation.
14

15 The District shall reimburse employees for replacement of personal property damaged, destroyed or
16 stolen during an attack or assault on the employee by a student with a value of one thousand dollars
17 (\$1,000.00) or more.
18

19 **Section 3.10. Health Emergency Standards Act.**

20 The District will comply with the Health Emergency Standards Act to the extent required by law. In
21 addition, both parties agree to negotiate the impact of HELSA after the declaration of a health
22 emergency.
23

24 **Section 3.11. Harassment.**

25 The Employer is committed to providing a work environment free from unlawful harassment. The
26 Employer will not tolerate actions, words, jokes, or comments based on an individual's sex, race,
27 ethnicity, age, religion, sexual orientation, gender expression, or any other legally protected
28 characteristic. Any employee, supervisor, or bargaining unit member engaging in sexual or other
29 unlawful harassment will be subject to appropriate corrective action, up to and including termination of
30 employment.
31

32 **Section 3.12. Immunizations.**

33 No specific vaccine shall be required as a condition of employment unless ordered by the Washington
34 State Department of Health. Employees without required vaccinations may only be excluded from the
35 work site if so, ordered by the Washington State Department of Health or local health officer.
36

37 **Section 3.13. Working Conditions.**

38 The Employer shall follow all required current applicable Covid workplace and school safety and
39 health procedures, standards, and guidelines, as determined by Washington State Labor & Industries,
40 the Washington State Department of Health, the Adams County Health District, and the Washington
41 State Office of Superintendent of Public Instruction.
42

- 43 a. Employees shall be notified of the above procedures, standards, and guidelines.
44 b. Employees shall be notified of any changes to the above procedures, standards, and guidelines.
45 c. Employees shall be provided training of the above procedures, standards, and guidelines.
46
47
48

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Representation of All.

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the manner and method of any reduction in force because of lack of work or other legitimate reasons; and to enter into collective negotiations with the object of reaching an agreement applicable to all employees in the bargaining unit.

Section 4.2. Disciplinary Action.

The Association shall promptly be notified by the District of any grievances or disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

Section 4.3. Association Leave.

The President and/or duly elected or appointed designee shall be provided time off without loss of pay to attend to PSE business, provided that such time off has been prearranged with the Administration. A maximum of five (5) days per year will be allowed. If during the school year, no more than two (2) employees may be gone at any one time.

Local Chapter members and/or officers shall be released from duty without loss of pay, when their presence is required by the District at a meeting between the Association and the District.

The District shall provide one (1) day of paid leave per year for two (2) elected officers of the Lind-Ritzville Chapter of PSE to attend Association events and training, if held during the officer's normal work year. No more than two (2) employees may be gone at any one time.

Section 4.4. Labor Management.

The Association will designate a Labor Management Committee of four (4) members who may meet with the Superintendent of the District and their designated representatives on a quarterly basis or as needed to discuss appropriate matters.

Section 4.5. Employee Information.

The District shall, if requested by the Association, provide Public School Employees of Washington/SEIU Local 1948 with information regarding each employee. This information shall contain job title, name, address, phone numbers, date of birth, employment date, hourly rate, and the number of hours worked per day.

Section 4.6. Use of District Facilities.

Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours, provided, that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work, provided that there will be no formal conferences, meetings, or observations for the purpose of evaluating workplaces.

1 **Section 4.7. New Employee Orientation.**

2 The Employer will provide Public School Employees of Washington/SEIU Local 1948 (PSE) at least
3 ten (10) days' notice before any scheduled New Employee Orientation, and within forty eight (48)
4 hours in advance of the orientation will provide an electronic list of expected participants.

5
6 The Employer will provide PSE no less than thirty (30) minutes to make a presentation during each
7 New Employee Orientation. Employer representatives shall not be present during PSE's presentation.
8 PSE shall have the right to distribute materials, such as PSE new hire packets, at the Orientation. If the
9 meeting is conducted virtually, the Employer will provide PSE with a current personal email and
10 phone number to reach each new hire, consistent with the Employee Lists section.

11
12 Both the PSE board member conducting the meeting and the new hire(s) will be paid for the thirty (30)
13 minute meeting.

14
15 **Section 4.8. Member Lists.**

16 The Employer will provide Public School Employees of Washington/SEIU Local 1948 (PSE) a
17 monthly bargaining unit list transmitted electronically to membership@pseofwa.org, chapter
18 Membership Officer (or other chapter officer if there is no Membership Officer), and the PSE Union
19 Representative, containing every bargaining unit employee's: name; classification; job title; work
20 location; personal phone number; address; work email; hourly rate of pay; hours contracted; gross pay;
21 and union dues paid.

22
23 The Employer will provide PSE a monthly bargaining unit list transmitted electronically to the email
24 above, listing bargaining unit employees who are hired, rehired, reinstated, transferred into or out of
25 the bargaining unit, reclassified, promoted, downgraded, placed on leaves of absence of any type
26 including disability, placed on layoff, recalled from layoff, separated (including retirement), added to
27 or deleted from the bargaining unit. This report will include each listed bargaining unit employee's
28 name, employee number, job title, work location, personnel action, and reason. This list will be color
29 coded by change type (hired, terminated, etc.).

30
31 **Section 4.9. Applicability of Public Disclosure Laws.**

32 Nothing in this agreement precludes the District from providing documents in accordance with public
33 disclosure laws. The District will notify the employee and the Union only as required by law and
34 District policy prior to the release of any requested record. Employees shall have four (4) business
35 days to notify the District if they plan to file an injunction blocking the request.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. Working Conditions.

It is recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss or consult regarding matters concerning working conditions not covered by this Agreement. Upon request, the Association will be advised of current and predicted workload information. The Association will be provided, upon request, OSPI and District generated documents and reports.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1. Normal Workweek.

The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday, and Sunday; provided, however, the workweeks of Maintenance and Custodial employees may be arranged differently by the supervisor.

Section 6.2. Split Shifts.

No employee in the Custodial unit shall be assigned to a split shift. Less than full-time custodial employees may be assigned a workweek other than that provided in Section 6.1, on a case-by-case or situation-by-situation basis. Such assignments require one (1) week advance notice of the shift and workweek; provided, however, that such notice may be waived by the employee. The District reserves the right to alter shifts in the event of a bona fide emergency.

Section 6.2.1. Work Year.

Classified staff who work one hundred seventy-six (176) workdays will be paid two (2) additional days beyond the one hundred seventy-six (176) workdays to be used before the first day of school to prepare for the start of school or after the school year ends or to attend required in-service trainings as directed by their supervisor. On early release days, Paraeducators may remain at work until the end of the day unless special arrangements are made with their administrator. Paraeducators may work on in-service days outside the normal one hundred seventy-six (176) workdays with prior approval of the building principal. Bus drivers can use the two (2) additional days to clean and prepare buses for the beginning and end of the school year or to attend required trainings as directed by their supervisor. Food Service staff can use these days to open up the kitchen at the beginning of the year and close down the kitchen at the end of the year or to attend required trainings as directed by their supervisor. If the yearly one hundred seventy-six (176) day waiver is revoked, all employees will revert to one hundred eighty (180) workdays plus two (2) additional days as described above.

Section 6.2.2. Custodian/Maintenance and Mechanic Shifts.

The shift for Custodial/Maintenance personnel and Mechanic shall be eight (8) hours excluding up to a thirty (30) minute lunch, which will be uninterrupted, and including a fifteen (15) minute uninterrupted first half rest period and a fifteen (15) minute uninterrupted second half rest period.

Section 6.3. Notification of Shift Change.

Each employee shall be assigned to a definite workweek and shift with designated times of beginning and end. An employee's regular shift shall not be changed without two (2) weeks prior notice, except in the cases of emergencies, temporary substitutions or circumstances beyond the control of the District.

Section 6.3.1. Four Ten Hour Days.

With the supervisor's permission, custodial/ maintenance, and clerical employees may elect to work four (4) ten (10) hour days during summer, Christmas, and spring breaks. Employees work schedule shall be adjusted so as to not incur any overtime wages during any weeks containing holidays. This shall not result in the loss of holiday pay.

Section 6.4. Flex Time.

Flex time can be accumulated and used when approved by the immediate supervisor. The District will track all flex time through monthly time sheets and put on the employees monthly pay stub. In June all flex time not used during the school year, not to exceed twenty (20) hours, will be paid in full.

Section 6.5. School Closure.

In the event of an unusual school closure due to inclement weather, plant inoperative, or the like, the District will make a reasonable effort to notify each employee to refrain from coming to work. Employees who begin work prior to an official notification of school closure shall receive compensation for the hours worked prior to such notification, provided that employees shall receive a minimum of one (1) hour pay, provided that the district may require one (1) hour of work.

Section 6.6. Employee Breaks and Lunch.

- Five (5) hours or less employee: paid ten (10) minutes first half and a paid ten (10) minutes second half rest period.
- Five (5) - eight (8) hour employee: paid ten (10) minutes first half and a paid ten (10 minutes second half rest period plus a thirty (30) minute unpaid uninterrupted lunch period.

- Five (5) - eight (8) hour employee: paid ten (10) minutes first half and a paid ten (10 minutes second half rest period plus a thirty (30) minute unpaid uninterrupted lunch period.

Section 6.7. Two Hour Call Out.

Employees called for special services, (including non-scheduled or last-minute trips) after their regular shift has been completed shall receive a minimum of two (2) hours pay per call at their appropriate rate of pay (drivers will be compensated at the trip rate of pay).

Section 6.8. Overtime.

Any hours worked in excess of the employee's regularly scheduled time period must be approved by the Superintendent.

Employees who work overtime, that is, hours beyond forty (40) hours per workweek, will be paid at the rate of one and one-half (1½) times the regular wage for each hour of overtime worked, or if the employee chooses, the employee may take compensatory time at the same rate, according to Fair Labor Standards Act regulations.

Section 6.9. Sunday Call Out.

Employees, who are called to work on Sunday, by their supervisor, will be paid at the rate of two (2) times the regular wage for each hour worked.

Section 6.10. Students With Personal Needs.

Paraeducators regularly assigned to assist with student personal needs (including but not limited to toileting, diaper changing, bathing, catheterization, feeding, etc.) shall receive an extra one dollar (\$1.00) per hour during the time such student needs are served by the Paraeducator. Upon completion of the assignment, the Paraeducator will receive a written notice that the assignment has ended, and the extra hourly pay will cease. The Paraeducator shall receive the additional one dollar (\$1.00) per hour for all hours worked per day.

Section 6.11. Emergency Substitute Teacher.

Classified staff may be assigned to supervise students consistent with RCW 28A.405.465. When assigned by an administrator to replace a certificated teacher for one hour or more, the classified employee shall be compensated five dollars (\$5.00) an hour over the employee's current rate of pay.

Section 6.12. Lead Teacher Supervision.

Paraeducators who are assigned to positions that require them to function as Lead Teacher with minimum supervision will receive an hourly bonus increase above that designated on Schedule A of one dollar fifty cents (\$1.50) per hour. If they move to a position with normal supervision, they will return to the appropriate wage on Schedule and A and lose their bonus increase.

Section 6.13. Paraeducators Certifications.

The Paraeducator Standards Board (PESB) and the State of Washington have developed the following certification standards for Paraeducators in the State of Washington.

- A. *Fundamental Couse of Study (FCS)* – fourteen (14) hours of Professional Development for non-first year employees, twenty-eight (28) hours of Professional Development Required with the first year of employment
- B. *General Paraeducator Certificate* – ten (10) days, seventy (70) clock hours of profession development required
- C. *Subject Matter Certificates* – subject matter certificate, a paraeducator must complete twenty (20) hours of profession development (optional)
- D. *Advanced Paraeducator Certificate* – additional seventy-five (75) clock hours of professional development

Section 6.13.1. Training Requirements.

- a) Paraeducators are only required to meet certifications when trainings are funded by the Washington State Legislature.

- b) The District is only required to provide training on the FCS and the General Paraeducator Certificate when funds are provided by the Legislature.
- c) The District shall provide training for the subject matter certificates and the Advanced Paraeducator Certificate if funded by Washington State Legislature.
- d) Each employee shall be paid their current hourly rate of pay for all required trainings.
- e) These trainings will occur on professional development days, early release days and conference days unless otherwise agreed upon between the Association and District.

Section 6.13.2. District Responsibilities.

The District will be responsible for the following:

- a) Notify employees of required training hours mandated by PESB before September 1 of each year or within ten (10) days of hire.
- b) Provide opportunities for all Paraeducators to obtain required training. Employees will be given three (3) months' notices for trainings occurring outside of the regular workday.
- c) Provide employees with training for registration and maintenance of clock hour records, and to provide instructions/documentation to Paraeducators on all processes and requirements.

Section 6.13.3. Paraeducator Responsibilities.

Each Paraeducator is responsible to do the following:

- a) Register for courses provided by the District or its designee, in District approved registration process.
- b) Maintain course completion documentation as directed by the District.
- c) Complete the required hours of OSPI approved clock hours as mandated by PESB.
- d) District and the Association recognizes that scheduling and limiting attendance at each training may impact the employee's ability to complete training. Therefore, if employees fail to meet qualifications, the District and PSE will address each employee on a case-by-case basis.

ARTICLE VII

LEAVES

Section 7.1. Accumulation.

At the beginning of each school year, each employee shall be credited with twelve (12) paid days leave allowance to be used for personal illness, injury, disability, doctor's appointments, and emergencies. Those employees who are less than full time (eight [8] hours per day) shall receive a prorated portion of the annual sick leave allowance (i.e.), twelve (12) three (3) hour days, twelve (12) five and a half (5.5) hour days, twelve (12) seven and a half (7.5) hour days, etc. Unused sick leave shall accumulate to the maximum allowed by law. Each school year, the District shall provide each employee with an accounting of the total accumulation of sick leave and transactions during that period of time.

Section 7.2. Employee Absence.

Whenever an employee is absent for any reason, he or she must notify the building principal or their immediate supervisor as far in advance as possible. All absences not covered by this Agreement must be approved beforehand by the Superintendent or their designee and, if approved, shall be deducted from the employee's salary.

Section 7.3. Bereavement Leave.

Each employee may utilize up to five (5) paid days per occurrence to cover absences due to death in the employee's immediate family. The first five (5) cumulative days used by the employee will be additional paid days. Those days used beyond the additional days will be deducted from the employee's sick leave balance. Should the employee have no sick leave balance, they may be granted unpaid leave. Immediate family shall be defined as spouse, son, daughter, father, mother, brother, sister, grandparent, or grandchild of the employee or of the employee's spouse and significant other. Such leave is non-cumulative and is not deducted from sick leave. The employee shall, if possible, give their immediate supervisor twenty-four (24) hour notice prior to the requested effective date of the bereavement leave. If not possible, the employee shall give as much notice as is practical under the circumstances. In unusual circumstances additional leave may be granted at the discretion of the Superintendent.

Section 7.4. Sick Leave.

Section 7.4.1. Illness and Injury Leave.

At the beginning of each school year, each employee shall be credited with twelve (12) paid days leave allowance to be used for personal illness, injury, disability, doctor's appointments, and emergencies. Those employees who are less than full time (eight [8] hours per day) shall receive a prorated portion of the annual sick leave allowance (i.e.), twelve (12) three (3) hour days, twelve (12) five and a half (5.5) hour days, twelve (12) seven and a half (7.5) hour days, etc. Unused sick leave shall accumulate to the maximum allowed by law. Each school year, the District shall provide each employee with an accounting of the total accumulation of sick leave and transactions during that period of time.

Section 7.4.2. Sick Leave Sharing.

Shared Leave shall be available to the Association members and administered in accordance with RCW 28A.400.380 and WAC's 392-126-006 through 392-126-099. All Shared Leave donations shall remain in the District Shared Leave Pool. An employee who has an accrued

1 leave balance of more than one hundred seventy-six (176) hours may donate leave. Employees
2 cannot donate leave that would result in their cumulative leave account going below one
3 hundred seventy-six (176) hours. Donated leave will be on a day-for-day basis, regardless of
4 the wage rate of the donor. The value of the leave transferred shall be based upon the annual
5 leave value of the person receiving the leave. The value of any leave transferred which remains
6 unused shall be returned at its original value to the employees who transferred the leave when
7 the leave is no longer needed or will not be needed at the future time in connection with the
8 illness or injury for which the leave was transferred.

9 10 **Section 7.4.3. Sick Leave Buy Back - Death or Retirement.**

11 At the time of separation from employment due to a bona fide retirement or death, an employee
12 or their estate shall receive pay for accumulated but unused sick leave up to a maximum of one
13 hundred-eighty (180) days at a rate equal to one (1) days per diem pay for each four (4) full
14 days accrued leave for illness or injury.

15
16 The money received pursuant to this provision shall not be included for the purpose of
17 computing a retirement allowance under any public retirement system in the State. The money
18 received under this provision shall be in accordance with the rules and regulations promulgated
19 by the Superintendent of Public Instruction.

20
21 Bona fide retirement shall mean retirement which would be recognized by the Washington
22 State Public Employment Retirement Fund as an eligible retirement, whether or not the
23 employee was a participating member of said fund. The provisions of RCW28A.400.210 and
24 SERS 2 and 3, shall be followed which allows employees or an employee's estate, to cash out
25 unused Sick Leave.

26 27 **Section 7.5. Personal Leave.**

28 Each twelve (12) month employee shall be granted four (4) days of non-cumulative, paid personal
29 leave per school year. No more than two (2) employees per building, pending the availability of
30 substitutes, shall be on personal leave at once except as approved by the immediate supervisor. Less
31 than twelve (12) month employees shall be granted four (4) days of non-cumulative, paid personal
32 leave per school year. Employees may sell back one unused personal leave day per year and may
33 carryover one (1) day for a maximum of five (5) days in any given year.

34 35 **Section 7.6. Deduct Days.**

36 Absence beyond the personal leave days will result in deduction of the basic salary for each day
37 missed. Such absences, called "deduct days" by employees, may not be taken until all personal leave
38 days are exhausted, and then only with the approval of the Superintendent/designee. Requests for such
39 absences must be made in writing with full clarification for the absence and presented to the
40 Superintendent/designee at least ten (10) workdays prior to the requested absence. The
41 Superintendent/designee will base the decision on the needs of the student learning program.

42 43 **Section 7.7. Industrial Insurance.**

44 In the event employees are absent for reasons which are covered by Industrial Insurance, the District
45 shall pay the employee an amount equal to the difference between the amount paid the employee by
46 the Department of Labor and Industries and the amount the employee would normally earn, if the
47 employee so chooses. A deduction shall be made from the employee's accumulated sick leave in
48 accordance with the amount paid to the employee by the District.

Section 7.8. Request for Leave.

Absence for personal business or pleasure beyond the personal leave days will result in deduction of the basic salary for each day missed. Request for leave should be made in writing and presented to the immediate supervisor or designee at least five (5) days prior to the requested absence. Notification of approval from the immediate supervisor will be given to the employee at least twenty-four (24) hours prior to date of requested time off.

Section 7.9. Family Illness Leave.

Leave will be granted in the event of illness within the immediate family. For purposes of this provision immediate family shall mean spouse, parents, children, significant other, individuals under legal guardianship, grandchildren or those of the employees' spouse, or other person living in the same household as the employee. Time used as family illness will be deducted from the employee's sick leave.

Section 7.10. Sick Leave Exhaustion.

In the event an employee's accumulated sick leave is exhausted, but more leave is required by the employee due to personal illness, injury, disability, or family illness, that employee may request, and District shall grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall advise the District of the expected duration of the leave at the time of the request for the leave.

Section 7.11. Leave of Absence.

Section 7.11.1. Requesting Leave of Absence.

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

Section 7.11.2. Returning from Leave of Absence.

An employee returning from a leave of absence shall be reinstated to their former position if the position still exists. In the event the position has been eliminated, the employee will be placed in a pool for placement into a position substantially equal in wages, hours, and benefits.

Employees hired to fill positions which are vacant due to an employee's leave will be hired for the specific duration of the leave and shall be subject to this Agreement.

Section 7.11.3. Benefits During Leave of Absence.

The employee will retain accrued illness, injury, and emergency leave, accrued vacation days, and accrued seniority while on leave of absence. However, the employee will not accrue additional vacation days, additional illness, injury and emergency leave or additional seniority for the period of time that the employee is on a leave of absence, except that an employee on leave of absence for an approved extended illness will continue to accrue seniority to a maximum of two (2) additional years.

1 The leave of absence shall be without pay and without continuation of medical benefits
2 required by this contract. However, the employee may continue his or her medical benefits by
3 agreeing to pay one hundred percent (100%) of the premiums during the period of time that the
4 employee is on leave of absence.

5
6 **Section 7.12. Maternity.**

7 The District shall grant sick leave for maternity to employees upon written request for such leave,
8 accompanied by a certification of pregnancy by the employee's physician. Employees requesting
9 maternity leave shall notify the District at least two (2) weeks before the beginning of the leave,
10 whenever possible. The duration of the leave shall be for no more than the period of time within which
11 the employee is disabled from her duties as a result of the pregnancy, adoption or childbirth. Child
12 rearing shall not be considered a reason for leave under this provision. Employees requesting maternity
13 leave shall indicate the expected date of return at the time the leave is requested and shall advise the
14 District of the exact date of return as soon as that date is known to the employee.

15
16 **Section 7.13. Emergency Leave.**

17 Emergency Leave shall be granted to employees due to a problem requiring the personal attention of
18 the employee that has been suddenly precipitated, of such a nature that pre-planning was not possible
19 or where pre-planning could not relieve the necessity for the employee's absence. Emergency is
20 construed to mean any happening or incident that is not within the sphere of influence and/or control of
21 the employee involved. The happening or incident must be of a serious nature such as fire, robbery,
22 natural disaster, potential life-threatening situation, or some unexpected crisis. Emergency leave shall
23 be deducted from employee's sick leave.

24
25 **Section 7.13.1. Annual Changes to PESB Requirements.**

26 The District and the Association agree to meet annually before September 1 of each year to
27 review and discuss any changes to the PSEB certification requirements/funding.

28
29 **Section 7.14. Jury Duty and Subpoena.**

30 If an employee is chosen for jury duty and must serve, payment shall be granted for any contracted
31 days, including summer school. Any monies received by the employee for jury service shall be
32 retained by the employee with no adjustment to district compensation.

33
34 Leaves shall be granted with pay if any employee is subpoenaed to appear as a witness in a court of
35 law.

36
37 **Section 7.15. Military Leave.**

38 Employees shall be granted military leaves of absence when required by law. While on leave, the
39 employee shall retain all benefits as though employment had been continuous in the District. Upon
40 return from leave, the employee shall be placed in the position last held or a similar position in the
41 District.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

All twelve (12) month employees shall receive the following paid holidays that fall within their work year:

- | | |
|---------------------------|--------------------------------|
| 1. New Year's Day | 8. Veterans' Day |
| 2. Martin Luther King Day | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Day after Thanksgiving Day |
| 4. Memorial Day | 11. Day before Christmas Day |
| 5. Juneteenth | 12. Christmas Day |
| 6. Independence Day | 13. Day before New Year's Day |
| 7. Labor Day | |

Holidays will be front loaded into the employee's prorated pay as applicable.

Section 8.1.1. Holidays.

All less than twelve (12) month employees shall receive the following paid holidays that fall within their work year:

- | | |
|--------------------|-------------------------------|
| 1. President's Day | 4. Thanksgiving Day |
| 2. Juneteenth | 5. Day after Thanksgiving Day |
| 3. Veteran's Day | 6. Christmas Day |

Holidays will be front loaded into the employee's prorated pay as applicable.

Section 8.2. Unpaid Holidays.

All employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization pursuant to RCW 1.16.050. The District must allow the employee to take unpaid leave for up to two such holidays unless the employee's absence would impose an undue hardship on the employer or the employee is necessary to maintain public safety.

Undue hardship means an action requiring significant difficulty or expense to the employer. The following factors should be considered in determining whether approving unpaid leave results in an undue hardship to the employer:

1. The number, composition, and structure of staff employed by the employing entity or in the requesting employee's program.
2. The financial resources of the district/program.
3. The number of employees requesting leave for each day.
4. Impact on the District's ability to maintain a safe learning environment.

5. Type of school-wide, classroom, or program activities already planned for the day the employee is requesting such leave.
6. Geographic location of the employee or geographic separation of the particular program to the operations of the district.
7. Nature of the employee's work.
8. Deprivation of another employee's benefit provided by this collective bargaining agreement.
9. Any other impact on the employing entity's operation or requesting employee's program due to the employee's absence.

In determining whether the employee's absence would result in an undue hardship to the District, the District must make a case-by-case determination based on the specific objective facts, circumstances, and applicable Federal requirements/laws.

Employees shall submit a written "Unpaid Holiday" request to their immediate supervisor a minimum of ten (10) workdays in advance of the requested unpaid holiday with a reason for the time off request.

No more than two (2) employees per worksite/building/department may be absent for an unpaid holiday on any given day. The following restrictions shall also apply:

1. Shall not be used the two (2) weeks prior to school starting, the first two (2) weeks of school or the last two (2) weeks of school.
2. Shall not be used as vacation days, or to extend vacations, breaks, or holidays.
3. May not be used in conjunction with personal leave time.
4. To shorten the employees school year.
5. Requests granted shall be on a "first come, first serve" basis per year.

However, an employee may submit a written request to their supervisor for unpaid holiday leave which falls in conjunction with #1, #2 or #4 if the reason of faith or conscience is so scheduled. The decision to grant a request for unpaid holiday time for #1, #2, or #4 will be at the sole discretion of the supervisor after consultation with the Superintendent.

The District will make a case-by-case determination based on the specific facts and circumstances presented at the time of each request. Employees may request an unpaid holiday by following the same procedure as when requesting personal leave. This leave is non-cumulative and cannot be used for any purpose other than those stated above.

Section 8.3. Holiday Pay.

Employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either their last scheduled shift succeeding the holiday, and is not on a leave of absence, shall be eligible for pay

for such un-worked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness they were unable to work on either of such shifts, and absence by reason of such illness is covered by sick leave.

Section 8.4. Worked Holidays.

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, at twice their base rate for all hours worked on such holidays.

Section 8.4.1. Holidays During Vacation.

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

Section 8.4.2. Holidays That Fall On A Weekend.

In the event that one (1) of the holidays listed above falls on a weekend, each employee shall be compensated by a day off to be arranged between the employee and the supervisor.

Section 8.5. Vacation.

Regular full-time employees (twelve (12) months/year) shall accrue vacation leave according to the following guidelines:

- A. During the first year of current continuous employment - 96 hours (12 days) per annum.
- B. During the fifth year of current continuous employment - 120 hours (15 days) paid annum.
- C. During the eighth year of current continuous employment - 168 hours (21 days) paid annum.

Regular full-time employees may not use any vacation leave until employed for a minimum of six (6) months.

Vacation leave must be taken within the twelve (12) month period following the time when vacation was earned.

When employees separate from service by reason of resignation, layoff, dismissal, retirement or death, they are entitled to a lump sum payment of unused vacation leave up to a maximum of fifteen (15) days. No contributions will be made to an employee's retirement system for accrued vacation leave in excess of fifteen (15) days per Lind-Ritzville Cooperative Schools Board Policy No. 5411 (Personnel).

Classified employees must schedule vacation with their supervisors at least two (2) weeks in advance of the vacation leave. Vacation schedule must recognize the operational needs of the District and are subject to the approval of the supervisor. If an employee's vacation is denied due to the pressing needs of the District, the employee may carry over their unused leave to the following year.

When a situation arises while an employee is on paid vacation leave for which the employee is entitled to other leave (e.g., illness, injury, or death of a relative), the employee shall be granted such leave (in lieu of the approved vacation leave), provided that the employee submits a request within fourteen (14) days after returning to work indicating the change in leave status.

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ARTICLE IX

TRANSPORTATION

Section 9.1. Transportation Shifts.

The transportation supervisor will establish initial route times at least a week before the start of the school year.

During the second week of September drivers will time their routes on three (3) consecutive days. These days will be established by the transportation supervisor and communicated to the drivers. In order to time routes, drivers will keep actual departure and arrival times for their a.m. route. For payroll purposes, and bidding routes (see Section 9.16 Bidding Routes), the route times will be established by taking the average of the three (3) a.m. route times, multiplying the time by two (2), and adding the daily thirty (30) minute for pre/post checks. If the route time plus the pre/post times are less than four (4) hours per day, the driver will be compensated four (4) hours per day with no additional time added. If during the September timing a driver's actual daily drive time is greater than the above-mentioned formula (departure and arrival times established by the transportation supervisor), the driver will be compensated for their actual drive time.

The September route times established by the preceding language will be used to establish and lock in driver insurance and retirement benefits (see Section 9.10). In addition, any changes to a driver's route because of students moving in or out of a driver's route area (or permanently discontinuing ridership for any reason), will be made to the route. For payroll purposes contractual time will be modified at the beginning of the next month following the changes.

Section 9.1.1. Mid-Day Runs.

Mid-day runs will be offered and assigned based on district seniority. Minimum call out time for a mid-day run is one (1) hour.

Section 9.1.2. Summer School Transportation.

If summer school transportation shall be offered and assigned by seniority. Summer School drivers must commit to drive at least ninety percent (90%) of the days available.

Section 9.2. Pre / Post Time.

All bus driver personnel shall receive in addition to actual hours of driving time, one-half (½) hour per day for the purpose of cleaning, checking safety devices, defrosting windshields, and warming buses before making their regular drive. Bus drivers shall be compensated for a minimum of four (4) hours per day. If the route time plus the pre/post times are less than four (4) hours per day, the driver will be compensated four (4) hours per day with no additional time added.

Section 9.3. Monthly Bus Maintenance.

Each bus driver will be compensated up to four (4) hours of regular pay per month, nine (9) months per year, for bus maintenance including fueling and washing their bus. This time is to be paid when work is completed, written on the monthly time sheet, and verified by the Transportation Supervisor. If more than four (4) hours per month is needed to fuel or wash, advanced approval is required by the Transportation Supervisor.

1 **Section 9.4. Inclement Weather Checks.**

2 Employees required to make inclement cold weathers checks shall receive a minimum of one (1) hour
3 per week compensation at overtime rates as provided herein during the months of November,
4 December, January, and February.

5
6 **Section 9.5. Trips.**

7 The Ritzville and Lind School Districts will provide transportation for all extra trips using a bus
8 cooperative. All extra trips will be assigned in rotation to regular driver personnel. These trips include
9 but are not limited to, athletic trips, field trips, band trips, etc.

10
11 Extra trips shall be defined as all district trips for which the school district receives no funding based
12 on the annual ridership report. Extra trips fall into four categories:

- 13
14 1. Athletic or Academic trips - bus transportation including overnight trips of one (1) night
15 duration and practice runs.
16
17 2. Special trips - which require bus transportation and two (2) or more overnights in duration.
18
19 3. Pop-up trips - trips scheduled less than twenty-four (24) hours before game time.
20
21 4. Elementary trips - district only trips.
22

23 **Section 9.6. Overnight Trips.**

24 Overnight trips of one night will be compensated on the basis of actual driving time and actual, but
25 drivers will not be compensated for sleep time or mealtime. For purposes of computing wages, the
26 beginning of the day on these overnight trips will be 12:00 midnight, and the end of the day will be
27 when the bus driver's driving skills are no longer needed for driving or 11:59 PM whichever is earlier.
28 The activity advisor or, if present, the senior administrator, and the driver will collaborate to determine
29 when driving skills are no longer needed. The District will in all circumstances of special trip time
30 compensate a driver for no less than what the driver would have received daily on their normal route.
31

32 **Section 9.7. Trip Assignment.**

33 The Transportation Supervisor shall develop, at the beginning of each school year, a Lind/Ritzville Co-
34 Op roster for rotation of assigning extra trips, special trips, and pop-up trips. Elementary trips will be
35 assigned within the district of the scheduled trip based on seniority.
36

37 If a driver has been assigned a trip and is unable to take the trip, the driver has the option to trade
38 trip(s) with another driver. If all regular drivers refuse a trip, the trip may be offered to substitute
39 drivers. If no driver is available, the regular driver assigned to the trip will be required to take the trip.
40 The Transportation Supervisor must be notified of any changes in trip assignment.
41

42 **Section 9.8. Extra Trips.**

43 Drivers who take extra trips during route time will be compensated at the trip rate of pay for no less
44 than their scheduled route time. Additional time spent by the driver on the extra trip will be paid at the
45 trip rate.
46

1 **Section 9.9. Trip Opt Out.**

2 Drivers have the option to opt-out of extra, special, or pop-up trips at the beginning of each sports
3 season (Fall, Winter, Spring and Summer). A written notification must be given to the Transportation
4 Supervisor prior to the start of each sport season. Drivers may trade trips with the understanding that
5 the original assigned driver must notify the supervisor of such trade.
6

7 **Section 9.10. Trip Rate.**

8 Extra trips will be paid at twenty dollars and forty-five cents (\$20.45) per hour. Drivers will
9 check their buses twice per hour during non-driving time and at half-time at all sporting events. If a
10 student boards the bus other than to get items off from the bus during the driver's trip time, the driver
11 will be paid their driver's base hourly rate to supervise students and note the time on the driver's time
12 sheet.
13

14 **Section 9.11. Practice Runs.**

15 Regular route drivers shall be assigned to drive the practice runs if a practice run is approved by the
16 Principal or Superintendent. Any driver who desires not to drive the practice run shall inform the
17 Transportation Supervisor that a substitute driver is needed. If a substitute driver cannot be scheduled
18 for the practice run, the regularly scheduled route driver will drive.
19

20 **Section 9.12. Seasonal Activity Shuttles.**

21 Regular route drivers shall be assigned to drive a seasonal activity shuttle based on availability, time
22 and location of the bus. When more than one bus is at the same location it will be assigned by
23 seniority. The senior driver can share a seasonal activity shuttle.
24

25 **Section 9.13. Cancelled Trips.**

26 If an extra or special trip should be canceled without notice to the driver, they will receive the next
27 posted trip. If the driver loses all or a portion of their daily assigned time the driver will be paid for
28 regular route time. If the driver is notified in advance, then they will drive their normal route, and their
29 name will be returned to the top of the trip rotation list.
30

31 If a trip driver arrives at the bus barn and finds the trip has been cancelled, the driver will receive a
32 minimum of two (2) hours pay per call at their appropriate rate of pay, and driver will receive a make-
33 up trip.
34

35 **Section 9.14. District Vehicles.**

36 The district may use a non-school bus district vehicle for student(s) transportation at any time provided
37 only school staff and/or persons who are officers of the district (administrators, school board members)
38 can drive school vehicles. If during the regular school year there are more than fourteen (14) students
39 (including both Lind and Ritzville students) going on a trip, a school bus and bus driver must be used
40 for that trip.
41

42 **Section 9.15. Drug and Alcohol Testing.**

43 The parties agree to abide by all laws relating to drug and alcohol testing as they pertain to commercial
44 driver's licensing laws, the Department of Transportation Regulations and the District policy on drug
45 and alcohol testing.
46

1 **Section 9.15.1. Drug Testing – District Reimbursement.**

2 The District will pay a minimum of two (2) hours regular time for the following tests, if the
3 testing site is farther than ten (10) miles from Lind and Ritzville.
4

- 5 1. Required random testing.
6 2. Post-accident test as defined; fatality or citation for moving traffic violation arising
7 from an accident.
8 3. Reasonable suspicion test. A district administrator shall drive this employee to the
9 testing facility.
10

11 **Section 9.15.2. Drug Testing – Not Reimbursed.**

12 The employee will pay for the following tests:
13

- 14 1. Split sample test due to primary positive results (District will pay if the test is negative)
15 2. Return to duty
16 3. Follow-up test
17

18 None of the time for these tests will be compensated for by the District.
19

20 **Section 9.16. Bidding of Routes.**

21 Bus drivers will vote by district in September for the option to bid routes annually. Bidding of routes
22 will take place the third week of September by seniority. Newly bid routes will begin the first school
23 day in October.
24

25 **Section 9.17. Bus Drivers Insurance and Retirement.**

26 Insurance and retirement benefits will be locked in the first working day of October through August 31
27 of each school year.
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ARTICLE X

EVALUATIONS

Section 10.1. Evaluation Process.

Upon completion of a formal observation for the purposes of evaluation by the Principal/Supervisor, the employee and the Principal/Supervisor shall meet to discuss the observation within three (3) workdays of the observation. Each Supervisor shall address concerns as they come up throughout the year with the employee.

Upon completion of an evaluation the employee and the Principal/Supervisor shall meet to discuss the evaluation. In addition, the employee shall sign the School District's copy of the evaluation report to indicate that they have received a copy of the report. The signature of the employee does not, however, necessarily, imply that the employee agrees with the contents of the evaluation report. The employee shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy or they may be forwarded to the personnel office within seven days (school days) following the evaluation conference.

Evaluations shall be completed and discussed with the employee by the last school day of each school year.

ARTICLE XI

PROBATION, SENIORITY, AND LAYOFF PROCEDURES

Section 11.1. Seniority Date.

Seniority dates shall be established on the basis of the following:

1. Date of Hire - The date the employee began uninterrupted classified service with the district. This date also affects retirement and other programs and benefits not exclusive to the contract.
2. Union Seniority Date - The date the employee begins work in a position which is included in the bargaining unit. (See Schedule A)
3. Classification Seniority Date - The date the employee begins work in a classification as listed in Section 1.4. This date may change if the employee changes classification during their employment with the district. This is the date used for bidding within the classification from one position to another.

Section 11.2. Probationary Period.

Each new hire shall remain in a probationary status for a period of not more than ninety (90) workdays following the hire date to a regular position by the Board of Directors during which time the District has authority to terminate at will. Regular status shall be granted ninety (90) workdays from the date of hire with all benefits and seniority retroactive to the date of hire. Bus drivers may be required to complete one winter season on probation.

1 **Section 11.3. Seniority Rights.**

2 Seniority rights shall not be lost for the following reasons, without limitation:

- 3
- 4 A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- 5 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
- 6 United States.
- 7 C. Time spent on other authorized leaves.
- 8 D. Time spent in layoff status as hereinafter provided.
- 9

10 **Section 11.4. Loss of Seniority Rights.**

11 The seniority rights of an employee shall be lost for the following reasons:

- 12
- 13 1. Resignation.
- 14 2. Discharge for justifiable cause.
- 15 3. Retirement.
- 16 4. Change in job classification within the bargaining unit, as hereinafter provided.
- 17

18 **Section 11.5. Seniority Rights Within Classification.**

19 Seniority rights shall be effective within the general job classification. As used in this Agreement,

20 general job classifications are those set forth in Article I, Section 1.4.

21

22 **Section 11.6. Seniority Retention.**

23 Employees who change job classifications within the bargaining unit shall retain their classification

24 seniority date in the previous classification.

25

26 **Section 11.7. Seniority Preferential Rights.**

27 The employee with the earliest hire date shall have absolute preferential rights regarding shift

28 selection, vacation periods and special services (including overtime). The employee with the earliest

29 hire date shall have preferential rights regarding promotions, assignment to new or open jobs or

30 positions, and layoffs when ability and performance are substantially equal with junior employees. If

31 the District determines that seniority rights should not govern because a junior employee possesses

32 ability and performance substantially greater than a senior employee or senior employees, the District

33 shall set forth in writing to the employee or employees and the organization's grievance committee

34 chairperson its reasons why the senior employee or employees have been bypassed.

35

36 **Section 11.8. Layoff of Employees Within Classification.**

37 Layoff of employees will be within classification according to seniority, the least senior being the first

38 to be laid off, unless a more senior employee volunteers to be laid off. Recall shall be in the reverse

39 order.

40

41 **Section 11.9. Posting of Open Positions.**

42 The District shall publicize within the bargaining unit (which includes part-time employees) for five

43 (5) workdays the availability of open positions as soon as possible after the District determines the

44 opening. A copy of the job posting shall be forwarded to the President of the Association.

45

46 **Section 11.10. Layoff / Re-Employment List.**

47 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by

48 the District according to lay-off ranking. Such employees shall be offered available positions which are

1 substantially equal in wages, hours, and benefits to that held prior to layoff after current employees
2 have had the opportunity to fill openings which occur during the layoff period. Employees laid off in a
3 classification may fill an opening in that classification without proving they meet requirements for that
4 classification. However, employees from one classification may not fill an opening in another
5 classification without first meeting the knowledge and physical requirements. The recall list shall be
6 maintained in the District office for one (1) calendar year.

7
8 **Section 11.11. Filing of Address When in Laid Off Status.**

9 Employees on layoff status shall file their addresses in writing with the personnel office of the District
10 and shall thereafter promptly advise the District in writing of any change of address.

11
12 **Section 11.12. Forfeit Re-Employment Rights.**

13 An employee shall forfeit rights to re-employment as provided in Section 10.8 if the employee does
14 not comply with the requirements of Section 10.11, or if the employee does not respond to the offer of
15 re-employment within fifteen (15) workdays.

16
17 **Section 11.13. Re-Employment Forfeits Seniority.**

18 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
19 accrued benefits; provided, that such employee is offered a position substantially equal in wages,
20 hours, and benefits to that held prior to layoff.

21
22
23
24 **ARTICLE XII**

25
26 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

27
28 **Section 12.1. Discipline or Discharge of an Employee.**

29 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
30 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
31 If the District has reason to reprimand an employee, it shall be done in a manner which will not
32 embarrass the employee before other employees or the public. The District shall notify the affected
33 employee that they have the right to representation by the Association prior to any disciplinary action
34 being taken against a bargaining unit employee.

35
36 **Section 12.2. Notification to Less than Twelve Month Employees.**

37 This section is intended for employees that work less than twelve (12) months out of the school year.

38
39 **Section 12.2.1. Lay Off.**

40 Should the District decide to discharge or lay off any non-annual employee, the employee shall
41 be so notified in writing prior to the expiration of the school year. Except when circumstances
42 require otherwise, the District will give employees two (2) weeks' notice of intention to
43 discharge or layoff.

44
45 **Section 12.2.2. Misconduct.**

46 Nothing contained herein shall be construed to prevent the District from discharging an
47 employee for acts of misconduct occurring after the expiration of the school year.

1 **Section 12.2.3. Limit of Operation.**

2 Nothing contained in this section shall in any regard limit the operation of other sections of this
3 Article.

4
5 **Section 12.3. Intent to Rehire.**

6 Employees will be notified in writing prior to the expiration of the school year of the District's intent
7 to rehire for the following school year.

10
11 **ARTICLE XIII**

12 **INSURANCE AND RETIREMENT**

13
14
15 **Section 13.1. District Contribution.**

16 The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide
17 funding for all bargaining unit members and their dependents as required by State law, the State
18 Operating Budget, and the School Employees Benefit Board (SEBB). Notification of any changes to
19 SEBB will be given to all employees in writing via letter or email in a timely manner and any
20 questions will be answered by the current Payroll Human Resources Manager.

21
22 **Section 13.1.2. Insurance and Retirement.**

23 Insurance and retirement benefits will be locked in the first working day of October thru
24 August 31 of each year unless additional time is added to the employee's contracted time.

25
26 **Section 13.2. State Industrial Insurance.**

27 The District shall make contributions for State Industrial Insurance protection on behalf of employees
28 in any manner as is permitted or provided by law.

29
30 **Section 13.3. WA State Unemployment Compensation Fund.**

31 The District shall make contributions to the Washington State Unemployment Compensation Fund as
32 provided by law.

33
34 **Section 13.4. PERS / SERS Plans.**

35 In determining whether an employee subject to this Agreement is eligible for participation in a
36 Washington State Employees Retirement System (any and all applicable PERS and SERS Plans), the
37 District shall report all hours worked, whether straight time, overtime, or otherwise, if properly
38 considered to be compensation for retirement purposes.

39
40 **Section 13.5. Tax Shelter Annuity Plans.**

41 All employees subject to this Agreement shall be entitled to participate in any of the existing tax
42 shelter annuity plans. On receipt of a written authorization by an employee, the district shall make the
43 requisite withholding adjustments and deductions from the employee's salary.

44
45 **Section 13.6. VEBA.**

46 The Lind-Ritzville School Districts has adopted the VEBA Sick Leave Reimbursement Plan, (the
47 "Plan") by board resolution in lieu of remuneration pursuant to RCW 28A.400.210 and agrees to make
48 contributions to the "Plan" on behalf of all employees in the bargaining unit who are eligible to

participate in the “Plan” by virtue of having excess sick leave. A VEBA Memorandum of Understanding will be discussed and voted on by the bargaining unit annually.

Section 13.7. Paid Family and Medical Leave (PFML).

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee’s other leave entitlements unless the employee elects otherwise. Commencing January 1, 2019, the District shall pay their portion of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT

Section 14.1. Professional Development.

In the mutual interests of the District and Association, the District may make funds to be available which may be used by employees subject to this Agreement for professional development. Such funds may be utilized for the following purposes, without limitation.

Section 14.2. Utilization of Professional Development Funds.

Such funds may be utilized for the following purposes, without limitation:

- A. Transportation and/or reimbursement for employees’ subject to this Agreement to travel to and from approved classes to attend recognized vocational courses.
- B. Expenses and materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District.
- C. Wage, expenses, and travel reimbursement for district required training and in-services, i.e., first aid.

Section 14.3. Bus Drivers In-Service Rate of Pay.

Bus drivers will be paid at the driving rate of pay for all in-service and drug testing hours.

Section 14.4. Credits / Clock Hours.

Para Educators may be required or have the option to participate in District in-service activities. However, if there is in-service provided for the teaching staff or if there is an early release from school, Para Educators may remain and work the rest of the day, or they may leave early recognizing that the time will be deducted from their pay.

Section 14.5. Paraeducators Rate of Pay.

Paraeducators may elect to participate in district in-service activities. Paraeducators required to attend meetings or classes will be paid at their regular hourly rate. Paraeducators wishing to earn credit

1 toward salary enhancement must obtain an approval form from the district office. Credit shall be
2 granted after prior approval has been received from the principal and completion requirements have
3 been fulfilled. Credits must be directly applicable to the employee's job description. Enhancement pay
4 will be applied to salaries once a year in September if all work is completed, verified, and submitted to
5 the district office no later than August 15.

6
7 There will be no exceptions to the deadline submittal date. Verification will be by mail and/or
8 electronic Official College Transcript or Approved Educational Service District Clock Hour Form.
9

10 11 12 **ARTICLE XV**

13 14 **GRIEVANCE PROCEDURE**

15 16 **Section 15.1. Grievances.**

17 Grievances arising between the District and its employees within the bargaining unit defined in Article
18 I herein, with respect to matters dealing with the interpretation or application of the Terms and
19 Conditions of this Agreement shall be resolved in strict compliance with this Article.
20

21 **Section 15.2. Grievance Steps.**

22 23 **Section 15.2.1. Step 1.**

24 Employees shall first discuss the grievance with their immediate supervisor. If employees so
25 wish, they may be accompanied by an Association representative at such discussion. All
26 grievances not brought to the immediate supervisor in accordance with the preceding sentence
27 within twenty (20) workdays after the grievance is discovered or reasonably should have been
28 discovered, shall be invalid and subject to no further processing. The immediate supervisor will
29 respond to the grievant within five (5) workdays of the informal meeting.
30

31 **Section 15.2.2. Step 2.**

32 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
33 subsection, the employee shall within ten (10) workdays, reduce to writing a statement of the
34 grievance containing the following:
35

- 36 1. The facts on which the grievance is based.
- 37 2. A reference to the provisions in this Agreement which have been allegedly violated.
- 38 3. The remedy sought.
39

40 The employee shall submit the written statement of grievance to the immediate supervisor for
41 reconsideration and shall submit a copy to the official in the Administration responsible for
42 personnel. The parties will have ten (10) workdays from submission of the written statement of
43 grievance to resolve it by indicating on the statement of grievance the disposition. If an
44 agreeable disposition is made, all parties to the grievance shall sign it.
45

46 **Section 15.2.3. Step 3.**

47 If no settlement has been reached within the ten (10) workdays referred to in the preceding
48 subsection, and the Association believes the grievance to be valid, a written statement of

grievance shall be submitted within fifteen (15) workdays to the District Superintendent or the Superintendent's designee. After such submission, the parties will have ten (10) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 15.2.4. Step 4.

If no settlement has been reached within the ten (10) workdays referred to in the preceding subsection, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Board of Directors. After such submission, the parties will have thirty (30) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by an Association representative or designee.

Section 15.2.5. Step 5.

If no settlement has been reached within thirty (30) workdays referenced in the preceding subsection, and the Association believes the grievance to be valid, the employee may demand arbitration of the grievance. Such demand for arbitration must be submitted in writing to the Superintendent within ten (10) workdays of the receipt of the Board of Directors answer to the grievance, as specified in Section 15.2.4.

The parties shall meet within ten (10) workdays after written notice of the demand for arbitration is received by the District to attempt to select a mutually agreeable arbitrator. If the parties are unable to reach such an agreement within ten (10) workdays of the aforementioned meeting, then PSE shall request the American Arbitration Association (AAA) to send a list of arbitrators. The list will be limited to arbitrators from Washington and/or Oregon. After the list is received, the parties or designated representatives shall strike names from the list. The grieving party shall strike the first name, and each party shall then alternately strike a name from the list. The last name on the list shall serve as arbitrator.

The arbitrator's decision will be in writing and will set forth their reasoning and conclusions of the issue(s) submitted to him/her. The arbitrator shall have no authority to extend, alter, or modify the Agreement, and their findings shall be limited solely to the interpretation of the express terms of the Agreement. The decision of the arbitrator shall be final and binding on the parties.

The costs of the services of the arbitrator, the AAA administrative fee, and the cost of the hearing room will be split equally by the District and the Association. All other costs entailed in arbitration will be borne by the party incurring them.

Section 15.2.6. Step 6.

The grievance or arbitration discussions shall take place at mutually acceptable times. The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

ARTICLE XVI

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 16.1. Association Membership.

Each employee subject to this Agreement has the right to become an Association member in good standing by paying monthly dues. Maintaining membership with the Association entitles the employee to additional benefits of union membership. The Association shall be the custodian of record regarding employee's Association membership.

Section 16.1.1. Voice Authorization/E-Signature Authorization.

An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington/SEIU Local 1948 (PSE). If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to PSE. Upon receiving notice of the employee's authorization from PSE, the employer shall deduct from the employee's salary membership dues and remit the amounts to PSE.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to Public School Employees of Washington/SEIU Local 1948 (PSE) in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the employer if the authorization is not obtained by the employee to PSE. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

Section 16.2. New Hires.

The District will notify the Association of all new hires within ten (10) workdays of the hire date. The District will provide PSE electronic notification of the name, address, phone number, classification, job title, work location and work email address.

Section 16.3. Access to New Employees of the Bargaining Unit.

The District will provide PSE reasonable access to new employees of the bargaining unit for the purposes of presenting information about PSE to the new employee. "Reasonable access" for the purposes of this section means the access to the new employee occurs within one week of the employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and PSE as per RCW 41.56.037.

Section 16.4. Checkoff.

The employer shall deduct PSE state dues from the gross pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948. Transmissions will include payments and an electronic list of all represented employees with deduction

amounts. Submissions are to include all employees covered by the CBA. A dues remittance form needs to accompany the payment every month and include membership status changes.

Section 16.5. District Held Harmless.

The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association shall indemnify and hold the District harmless for any and all claims, grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action taken by the District for the purpose of the District's acceptance of voice and/or electronic authorization of membership and/or the Association's representations regarding the existence of a valid membership authorization, as well as for complying with any of the provisions of this Article of the Agreement.

Section 16.6. Local Dues.

Local dues in the amount of two dollars (\$2.00) per month for twelve (12) months shall be withheld and transmitted to the local Secretary-Treasurer.

Section 16.7. PSE Member Lists Upon Request.

The District will provide PSE a monthly bargaining unit list transmitted electronically, listing bargaining unit employees who are hired, rehired, reinstate, transferred into or out of the bargaining unit, reclassified, promoted, downgraded, place on leaves of absence of any type including disability, place on layoff, recalled from layoff, separated (including retirement), added to or deleted from the bargaining unit. This report will include each listed bargaining unit employee's name, employee number, job title, work location, personnel action, and reason. Public School Employees of Washington/SEIU Local 1948 shall also receive a monthly report showing the amount of PSE dues withheld for each employee. These reports will be submitted to our State PSE Office in Auburn.

Section 16.8. Political Action Committee.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union with the regular Union dues transmittal check. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State Office, about the right to revoke the request.

ARTICLE XVII

TRANSFER OF PREVIOUS EXPERIENCE

Section 17.1. New Hires from other WA State Districts.

Any new hire who had just previously been employed by any School District is hired to perform work similar to that in which he was previously engaged, shall be given longevity credits in the District in accordance with this Article. Longevity is the length of time an individual has been employed in a state public school system in union classified positions.

The longevity credit to be transferred shall be applicable to all benefits herein excluding seniority provisions.

ARTICLE XVIII

WAGES AND EMPLOYEE COMPENSATION

Section 18.1. Employee Compensation.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization for authorized deductions, hours worked, and rates paid upon request.

Section 18.2. Employment Fees and Activities.

The District shall pay the full cost of all fees and activities required as a condition of employment.

Section 18.3. Physical Examinations.

If physical examinations are required by the State or District, the employee will use their insurance benefits to pay the costs. Any costs for physical exams not covered by the employee's insurance will be paid by the District.

Section 18.4. Wages.

Wages for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 18.4.1. Schedule A Term.

Wages contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVIII.

Section 18.4.2. Retroactive Pay.

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement if possible and in any case no later than the second regular payday. In the case of retroactive pay resulting from mid-term negotiations, such retroactive pay shall be paid on the first regular payday following agreement, if possible and in any case not later than the second regular payday.

Section 18.5. Incremental Steps.

Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement: provided, the employee has been actively employed continuously for at least one-half (½) of the previous employment year. Substitute incremental steps shall take effect for bus drivers after sixty (60) hours of driving as a substitute driver in accordance with Schedule A of this Agreement.

Section 18.6. Mileage Reimbursement.

Any employee required to drive their own vehicle to attend District approved meetings, seminars, workshops, etc., shall be reimbursed on a per-mile basis at the state rate. In order to receive said reimbursement, employees must obtain approval prior to attending the event.

Section 18.7. First Aid Training.

Employees shall be compensated at their regular hourly rate of pay, including overtime if applicable, for attending District required first aid training. The District shall reimburse the employee for personal cost of said training and related materials upon successful completion of the training.

1 **Section 18.8. Food Service Federal Mandates.**

2 Food Service employees must comply with Federal Mandated Food Service Professional Standards as
3 of July 1, 2015. Late start, early release or non-school days may be used for the mandated training
4 with prior approval from their supervisor.
5

6 **Section 18.9. Overnight Reimbursement.**

7 Employees required by the District to remain overnight on District business shall be reimbursed for
8 actual, reasonable, and District approved expenses incurred. Receipts must be presented before
9 expenses will be reimbursed.
10

11 If requested by the employee and approved by the District, a travel advance will be issued to include
12 projected room, board, and fuel costs. Upon return, employees will submit an itemized written
13 accounting of expenses actually incurred during the trip and will return to the District any of the travel
14 allowance that was not expended for District approved expenditures.
15

16 Transportation employees shall be reimbursed for reasonable District approved expenses incurred as a
17 result of District approved trips.
18

19 **Section 18.10. Summer School Employees.**

20 Employees working summer school will be paid the same hourly rate as they are paid during the
21 school year. There will not be a loss of pay for working summer school.
22

23 **Section 18.11. Coveralls for Mechanics and Custodians.**

24 The District will provide three (3) sets of coveralls to the mechanics. The custodians will be provided
25 one (1) pair of coveralls and the coveralls will be replaced as necessary.
26
27
28

29 **ARTICLE XIX**

30 **TERMS AND SEPARABILITY OF AGREEMENT**

31 **Section 19.1. Term of This Agreement**

32 The term of this Agreement shall be September 1, 2025 to August 31, 2028.
33

34 Should the Association and the Lind and Ritzville School Districts fail to reach an agreement by
35 August 31, 2028 all terms of the previously negotiated agreement will remain in place until a new
36 negotiated agreement is ratified.
37

38 To reopen the Contract, the negotiations shall commence no later than May 15 of each contractual
39 year. The moving party shall notify the other party in writing of a desire to reopen the Agreement. The
40 two parties shall then exchange written proposals. If neither party exercises this option to reopen in
41 accordance with the above, the option to reopen shall be deemed to have been waived for that
42 contractual year.
43
44

45 **Section 19.2. Execution Date of Agreement.**

46 All provisions of this Agreement shall be applicable to the entire term of this Agreement
47 notwithstanding its execution date, except as provided in the following section.
48

1
2 **Section 19.3. Openers.**

3 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
4 parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate
5 Schedule A and benefits herein; and provided further, that this Agreement shall be reopened as
6 necessary to consider the impact of any legislation enacted following execution of this Agreement
7 which may arguably affect the terms and conditions herein or create authority to alter personnel
8 practices in public employment.
9

- 10 • 2025/2026 – 2.8% for Transportation, Custodial, Secretarial, and Para Educators. 5% for Food
11 Services
12 • 2026/2027 – IPD
13 • 2027/2028 – Reopener
14

15 **Section 19.4. Invalid Provisions.**

16 If any provision of this Agreement or the application of any such provision is held invalid, the
17 remainder of this Agreement shall not be affected thereby.
18

19 **Section 19.5. State or Federal Statutes.**

20 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with
21 State or Federal statutes or regulations promulgated pursuant thereto.
22

23 **Section 19.6.**

24 In the event either of the two (2) previous sections is determined to apply to any provision of this
25 Agreement, such provision shall be renegotiated pursuant to Section 19.3.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

LIND/RITZVILLE CHAPTER #315

BY: Alicia Miller
Alicia Miller, Chapter President

DATE: 2-20-26

LIND/RITZVILLE COOPERATIVE SCHOOLS

BY: _____
Gary Wargo, Interim Superintendent

DATE: _____



SCHEDULE A | September 1, 2025 - August 31, 2026

LIND SCHOOL DISTRICT #158 and RITZVILLE SCHOOL DISTRICT #160-67

	2.8%	5.0%	2.8%	2.8%		
	Trans/Cust	Food Service	Para/PreK	Secretary		
CLASSIFICATION	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>15</u>
Transportation Unit						
Bus Driver	\$20.85	\$23.89	\$23.89	\$23.89	\$23.89	\$25.09
New and substitute bus drivers move to step 1 after 60 hours of driving.						
Trip rate for extra trips will be paid at a rate of \$20.45 per hour.						
Non-CDL Driver	\$19.44					
Mechanic	\$26.77	\$27.32	\$27.93	\$28.51	\$29.07	\$30.53
Bus Driver Trainer	\$27.42					
Custodial Unit						
Lead Custodian	\$21.17	\$21.76	\$22.35	\$22.93	\$23.81	\$25.00
Custodian	\$18.74	\$19.36	\$20.19	\$20.66	\$21.26	\$22.32
Night Differential: Employees required to work on a night shift commencing after 11:00 a.m. shall receive a premium rate of fifty cents (\$0.50) per hour for all hours worked.						
Casual/Seasonal Laborer*	\$17.84					
Secretarial Unit						
Building Secretary	\$20.33	\$21.26	\$22.17	\$23.11	\$24.02	\$25.23
Food Service Unit						
Food Service Manager	\$22.68	\$23.32	\$23.92	\$24.51	\$25.14	\$26.39
Manager/Head Cook	\$20.95	\$21.59	\$22.19	\$22.79	\$23.42	\$24.59
Assistant Cook	\$17.92	\$18.64	\$19.16	\$19.67	\$20.30	\$21.31
Para Educator Unit						
Para Educator *	\$19.05	\$19.67	\$20.28	\$20.90	\$21.52	\$22.59
*Personal Needs (\$1.00)						
Paraeducators who assist with students with personal needs will receive an additional one dollar (\$1.00) per hour. See section 3.8 of the Contract.						
*Minimal Supervision (\$0.50)						
\$1.50						
Paraeducators who are assigned to positions that require minimal supervision will receive an hourly bonus increase above that designated on Schedule A of fifty cents (\$0.50) per hour. If they move to a position with normal supervision, they will return to the appropriate wage on Schedule A and lose their bonus pay.						
*Migrant Home Visitor/Records Clerk/TBL Records Clerk (\$1.00)						
Paraeducators assigned to Migrant Home Visitor/Records Clerk and TBL Records Clerk will be paid one dollar (\$1.00) per hour more for that time based on an average of hours per day calculated by the schedule assigned by the Principal.						
*Lunch Cashier (\$1.00)						
Employees assigned the duties of "lunch cashier" will be paid one dollar (\$1.00) more per hour for time worked in this position based on an average of hours per days calculated by the schedule assigned by the Principal.						
Pre-School Teacher **						
0 Early Childhood Credits						
8 Early Childhood Credits	\$22.76	\$23.16	\$23.59	\$24.29		
16 Early Childhood Credits	\$22.83	\$23.33	\$23.87	\$24.70		
24 Early Childhood Credits	\$22.92	\$23.52	\$24.12	\$25.16		
30 Early Childhood Credits	\$23.07	\$23.70	\$24.33	\$25.63		

**Continued employment after five (5) years is dependent upon having accumulated thirty (30) quarter credits.

Agree to IPD for the 26-27 school year.

ADDITIONAL PAY FOR CREDITS / CLOCK HOURS EARNED

Any employee may seek to improve his/her earning position by taking classes and workshops approved by the District. Credits or clock hours earned may be applied using the following schedule for salary enhancement. This section will begin in the 2019-2020 school year.

Credits/Clock Hours	<u>3/30</u>	<u>6/90</u>	<u>9/90</u>	<u>BA</u>
Extra Pay Per Hour	\$0.25	\$0.50	\$0.75	\$1.25

1. Clock hours and credits will apply provided that the coursework met requirements for Para Educator competencies or applies to the individual's job as determined by the Superintendent.
2. Classes must result in clock hours or credits earned after April 15, 1995.
3. The course must be documented on a signed clock hour form or an official college transcript.
4. Documentation of course completion for salary enhancement must be submitted to the District no later than September 1.
5. When the course is being taken on District time, or paid for by the District, only courses pre-approved by the Superintendent will be accepted for salary enhancement. The Superintendent's decision is final when District funds or time are involved.
6. If an individual takes a course during his/her own time and at his/her own expense, the credits/clock hours will count only if it applies to the position occupied by the employee as determined by the Superintendent. The burden of proof is on the employee. The exception is if the Superintendent accepts the course for credit.
7. State salary increases will be applied to the enhanced hourly wage.
8. Credits or hours required to maintain licensing will not be counted, such as bus driver certification requirements, spray license, waste water treatment license, etc. for salary enhancement.
9. Classes or workshop hours will be counted in the classification they apply. In the event a District employee secures a position in a different classification only those hours that pertain to the new classification will apply. At the time of the change in classification a determination and a sign off between the District and the employee will be made on applicable hours for the new position.
10. Credit or clock hours will be accepted for salary enhancement purposes only once, i.e., an employee may not receive salary enhancement by completing the same class more than once.

Oath of Office

Before entering upon the duties of office, every person elected, re-elected, a school director must take an oath or affirmation to support the constitutions of the United States and the state of Washington, and to uphold the laws of the state of Washington. The director must also affirm that they will faithfully discharge the duties of the office to the best of his or her ability.

The oath or affirmation must be administered by an officer authorized to administer oaths under state law. School officials are themselves authorized to administer oaths or affirmations related to their respective offices, and they may do so without any charge or fee. The oath or affirmation may be administered in person or, when permitted by law, through remote means such as a virtual meeting or electronic appearance.

If the director has received a written appointment or commission, the oath or affirmation should be endorsed on that document and sworn to before an authorized officer. After the oath or affirmation has been properly administered, it must be filed with the county auditor of the county in which the school district is located. A copy of the oath should also be retained in the district's administrative records for reference.

Directors elected at a regular election officially begin their term of office at the first regular or special meeting of the board of directors following certification of the election results. Appointed directors assume office immediately after taking and filing the oath or affirmation.

Last Revised: **December 23, 2025**

Classification: **Important**

Prior Revised Dates: **02.00; 12.11; 02.18; 02/01/2018; 07/16/2025**

Legal References:

- [RCW 28A.343.360 Oath of office](#)

Management Resources:

- [2018 - February Policy Issue](#)
- [2011 - December Issue](#)

Program Compliance

Annually, on or before October 1, the superintendent will determine if the district is in compliance with the following program requirements:

- A. Appropriate measures are taken to safeguard all student and school district permanent records against loss or damage;
- B. Provision is made for the supervision of instructional practices and procedures;
- C. Current basic instructional materials are available for required courses of study;
- D. A program of guidance, counseling and testing services is maintained for students in all grades offered by the school district;
- E. A learning resources program is maintained;
- F. The physical facilities of each building are adequate and appropriate for the educational program offered;
- G. There is adequate provision for the health and safety of all students within the custody of the school district;
- H. A current policy statement pertaining to the administration and operation of the school district is available online or in each building's administrative office including, but not limited to, policies governing the school building and classroom visitation rights of non-students;
- I. The district is in compliance with the statutes which prohibit unequal treatment of individuals on the basis of race, ethnicity, sex, creed, color, national origin, honorably discharged veteran, sexual orientation, gender expression, gender identity, homelessness, immigration or citizenship status, the presence of any sensory, mental, or physical disability, or neurodivergence, or the use of a trained guide dog or service animal, religion, and honorably discharged veteran or military status in activities supported by common schools and which require equal access to Boy Scouts of America and other designated youth groups;
- J. Within each school, the school principal has determined that appropriate student discipline is established and enforced. The school principal has conferred with the certificated employees in the school building in order to develop and/or review building disciplinary standards and the uniform enforcement of those standards;
- K. Written high school graduation requirements and rules have been adopted by the school district board of directors; and
- L. Equivalence among schools in teachers, administrators and auxiliary personnel and equivalence in the provision of curriculum materials and supplies among schools who receive Title 1 funds.

Last Revised: **December 23, 2025**

Classification: **Important**

Prior Revised Dates: **10.98; 04.01; 08.04; 10.07; 12/01/2011**

Cross References:

- [6800 - Safety Operations and Maintenance of School Property](#)
- [5240 - Evaluation of Staff](#)
- [4040 - Public Access to District Records](#)
- [4001 - Public Information Program](#)
- [3410 - Student Health](#)
- [3231 - Student Records](#)
- [3210 - Nondiscrimination](#)
- [2410 - High School Graduation Requirements](#)
- [2140 - Guidance and Counseling](#)
- [2104 - Federal and/or State Funded Special Instructional Programs](#)
- [2090 - Program Evaluation](#)
- [2020 - Course Design, Selection, and Adoption of Instructional Materials](#)
- [1310 - Policy Adoption, Manuals and Administrative Procedures](#)

Learning Assistance Program

The district will implement a learning assistance program designed to enhance educational opportunities for students enrolled in kindergarten through twelfth grade who are not meeting academic standards by providing supplemental instruction and services to those students. "Students who are not meeting academic standards" means students with the greatest academic deficits in basic skills as identified by statewide, school, or district assessments or other performance measurement tools.

Washington Integrated Student Supports Protocol

The district will budget and expend learning assistance program funds using the framework of the Washington integrated student supports protocol, established under RCW 28A.300.139.

The district may use up to 15% of its learning assistance program allocation to deliver academic, nonacademic, and social-emotional supports and services to students through partnerships with community-based or other out-of-school organizations in accordance with RCW 28A.300.139.

If the district enters into an agreement with a community partner in accordance with RCW 28A.300.139, the agreement must do the following:

1. Specify that learning assistance program funds may be used only to provide direct supports and services to students;
2. Clearly identify the academic, nonacademic, or social-emotional supports and services that will be made available to students by the community partner and how those supports and services align to the needs of the students as identified in the student-level needs assessment required by RCW 28A.300.139; and
3. Identify the in-school supports that will be reinforced by the supports and services provided by the community partner to promote student progress towards meeting academic standards.

Coordination with Other Programs

The district may coordinate federal, state, and local programs in order to serve the maximum number of students who are below grade level in basic skills. Students receiving assistance in another special needs program may also be served in the learning assistance program if they meet student eligibility and selection requirements.

Annual Report to OSPI

The district will submit an annual report on September 30th to the Office of Superintendent of Public Instruction detailing the following:

1. The amount of academic growth gained by students participating in the learning assistance program;
2. The number of students who gain at least one year of academic growth;
3. The specific practices, activities, and programs used by each school building that received learning assistance funds;
4. The percentage of learning assistance program funding used to engage community partners, the number of students receiving direct supports and services from those community partners, and the types of supports and services that are being provided; and
5. The number of students served by the learning assistance program during the school year who were able to exit the program because student academic growth resulted in meeting the academic standard for grade level.

Last Revised: **December 23, 2025**

Classification: **Critical**

Prior Revised Dates: **10.98; 06.05; 12.11; 02/01/2018; 06/28/2021**

Legal References:

- [Chapter 28A.165 RCW Learning assistance program](#)
- [WAC 392-162 Special service program - Learning assistance](#)
- [SHB 1208, Chapter 111, Laws of 2021 Learning Assistance Program - Various Provisions](#)

Management Resources:

- [2021 - June Issue](#)
- [2018 - February Policy Issue](#)
- Policy News, June 2005 Learning Assistance Policy Updated

Cross References:

- [6100 - Revenues From Local, State and Federal Sources](#)
- [4130 - Title I, Part A Parent and Family Engagement](#)
- [2161 - Special Education and Related Services for Eligible Students](#)
- [2104 - Federal and/or State Funded Special Instructional Programs](#)

Career and Technical Education

The district will provide a program of career and technical education to assist students in making informed and meaningful educational and career choices, and to prepare students for post-secondary options. The district's career and technical education is a planned program of courses and learning experiences that begins with exploration of career options. Additionally, the district's career and technical education program supports basic academic and life skills, enables achievement of high academic standards, incorporates leadership training, provides options for high skill development and high-wage employment preparation, and includes advanced and continuing education courses. The district will include the program and its courses as part of the regular curriculum of the district.

The district will establish local career and technical advisory committees to assist in the design and delivery of the district's career and technical education program. Committees will advise the district on current labor market needs and the programs necessary to meet those needs. The district will relate its career and technical education program to employment demands, current and future, and to the needs and interests of students.

The board will annually review and approve the district plan for the design and delivery of its career and technical education program. The plan will ensure academic rigor, align with education reform, establish program performance targets, address the skill gaps of Washington's economy, and provide opportunities for dual credit.

The superintendent or designee will develop procedures to ensure that the district operates all programs and courses in conformity with the district's plan for career and technical education. Further, the associated procedures will conform to all federal and state laws prohibiting discrimination based on race, ethnicity, creed, color, national origin, sex, sexual orientation, gender expression, gender identity, homelessness, immigration or citizenship status, the presence of any sensory, mental, or physical disability, neurodivergence, the use of a trained dog guide or service animal, religion, and honorably discharged veteran or military status. Additionally, the superintendent or designee will seek and utilize all available state and federal sources of revenue for the financial support of career and technical education in the district.

If the district receives funds through the work-integrated learning initiative to provide experiences for its students, it will comply with the conditions of receiving such funds.

Last Revised: **October 02, 2025**

Classification: **Important**

Prior Revised Dates: **02.09; 06.11; 05/01/2018**

Legal References:

- [RCW 28A.150.500 Educational agencies offering vocational educational programs - Local advisory committees - Advice on current job needs](#)
- [RCW 28A.230.130 Program to help students meet minimum entrance requirements at baccalaureate-granting institutions or to pursue career or other opportunities - High school course offerings for postsecondary credit](#)
- [Chapter 28A.700 RCW Secondary career and technical education](#)
- [20 U.S.C. 2301 et seq. Carl D. Perkins Career and Technical Education Act of 2006](#)

Management Resources:

- [2025 - October Issue](#)
- [2018 - May Policy Issue](#)
- [2011 - June Issue](#)
- [2009 - February Issue](#)

Cross References:

- [2413 - Equivalency Credit Opportunities](#)
- [2140 - Guidance and Counseling](#)

Interviews and Interrogations of Students on School Premises

Although the district values its relationships with law enforcement, the Department of Children, Youth, and Families (DCYF) and the county health department, to minimize interruption of the instructional program, the district discourages interviews and interrogations of students on school premises. As a general rule, interviews and interrogations by any agency, including law enforcement, DSHS, and the county health department(s) should take place at the agency or the student's home, rather than school premises.

However, there are limited circumstances when an interview of students at school is warranted, for example school-initiated investigations, child abuse investigations, and /or serious crime investigations. When an onsite interview or interrogation is warranted by the circumstances, the district will utilize the procedures and protocols associated with this policy, which were developed in cooperation with these agencies and ensure that students and parent(s)/guardian(s) are afforded all rights under law. The interviews of students as witnesses, victims, and suspects are treated differently.

In contrast to the limited circumstances noted above, the work of immigration agents does not overlap with the work or duties of the district. This is because the district's obligation to educate the children residing within its borders is not diminished by the children or parents' immigration status. The district supports the federal immigration enforcement policy that directs immigration agents to avoid questioning and arrests at sensitive locations, including schools. Therefore, staff shall not grant information or access to immigration agents unless/until the district Superintendent and/or General Counsel determine the request complies with Plyler v. Doe and other applicable laws according to the criteria in the associated procedure.

Last Revised: **July 16, 2025**

Classification: **Important**

Prior Revised Dates: **7.13; 12/01/2018**

Legal References:

- [RCW 28A.635.020 Willfully disobeying school administrative personnel or refusing to leave public property, violations, when - Penalty.](#)
- [RCW 26.44.115 Child taken into custody under court order - Information to parents.](#)
- [RCW 26.44.110 Information about rights - Custody without court order - Written statement required - Contents.](#)
- [RCW 26.44.050 Abuse or neglect of child - Duty of law enforcement agency or department of social and health services - Taking child into custody without court order, when.](#)
- [RCW 26.44.030 Reports - Duty and authority to make - Duty of receiving agency - Duty to notify - Case planning and consultation - Penalty for](#)

[unauthorized exchange of information - Filing dependency petitions - Investigations - Interviews of children - Records - Risk assessment process.](#)

- [RCW 28A.605.005 Parental rights](#)

Management Resources:

- [2025 - July Issue](#)
- [2018 - December 2018 - December Policy Issue](#)
- [2013 - July Issue](#)
- Policy News, April 2001, Compliance Office Provides FERPA Update
- Policy News, February 1998, FERPA limits student records access

Cross References:

- [4310 - District Relationships with Law Enforcement and other Government Agencies](#)
- [3414 - Infectious Diseases](#)
- [3231 - Student Records](#)
- [3432 - Emergencies](#)
- [3124 - Removal-Release of Student During School Hours](#)

Discrimination-Free Workplace

Definition

"Protected status" is short for the phrase "age, sex, race, ethnicity, creed, religion, color, national origin, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, homelessness, immigration or citizenship status, marital status, the presence of any sensory, mental, or physical disability, neurodivergence, or the use of a trained dog guide or service animal by a person with a disability."

Nondiscrimination

The district is committed to an educational and working environment free from discrimination and harassment based on a person's protected status.

The district will not deny any person the benefit of, or subject any person to discrimination in employment, recruitment, promotion, advancement, consideration, or selection in connection with employment based on their protected status.

The district will make all employment decisions in a non-discriminatory manner and will not limit, segregate, or classify any person in a way that could adversely affect their employment opportunities or status based on their protected status.

The district will not enter into any contractual or other relationship that directly or indirectly results in the discrimination of any person in connection with employment based on their protected status.

The district will not grant preferential treatment to applications for employment based on an applicant's enrollment at any education institution or entity that only predominantly admits students based on sex, race, color, or national origin if the giving of such preferences has the effect of discriminating based on sex, race, color, or national origin.

Equal Employment Opportunity

The district will provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion, and training.

To promote equal employment opportunities, the district will develop a program or plan in accordance with WAC 392-190-0592.

Examples of Employment Discrimination

Employment discrimination may include the following:

1. Unfair treatment based on an employee's protected status, including unfair or separate treatment in pay scale, assignment of duties, opportunities for advancement, conditions of employment, hiring practices, leaves of absence, hours of employment, and assignment of instructional and non-instructional duties.

2. Harassment based on an employee's protected status by supervisors, co-workers, or others in the workplace that is so severe or persistent that it creates a hostile environment.
3. Denial of a reasonable workplace accommodation that an employee needs because of religious beliefs or a disability.
4. Retaliation because an employee complained about employment discrimination or assisted with an employment discrimination investigation or lawsuit.
5. Making employment or placement decisions based on stereotypes or assumptions about one's protected status.
6. Discriminating against individuals married to or otherwise associated with people of a certain group.
7. Prohibiting an employee from using the restroom consistent with his or her gender identity.

These are examples of employment discrimination and are not an exhaustive list.

Discriminatory Harassment

The district prohibits discriminatory harassment in the workplace. Discriminatory harassment is unwelcome or offensive conduct directed toward a person based on their protected status that is sufficiently severe or pervasive to create an environment that a reasonable person would consider intimidating, hostile, or offensive. Petty slights, annoyances, or isolated incidents, unless extremely serious, will not rise to the level of discriminatory harassment.

Harassing conduct may include, but is not limited to, offensive jokes, slurs, epithets, name-calling, physical assaults, threats, intimidation, ridicule, mockery, insults, put-downs, offensive objects or pictures, and interference with work performance.

When the district becomes aware of potential discriminatory harassment, it will promptly investigate the conduct and, as appropriate, take reasonable steps to prevent and promptly correct the harassing conduct.

Employment of Persons with Disabilities

To fulfill its commitment of nondiscrimination to those with disabilities, the following conditions will prevail:

1. The district will not discriminate against a qualified individual based on their disability, nor will the district limit, segregate, or classify any applicants for employment or any staff member in any way that adversely affects their opportunities or status because of their disability. This prohibition applies to all aspects of employment, from recruitment to promotions, and includes fringe benefits and other elements of compensation.
2. The district will reasonably accommodate the known physical or mental limitations of an otherwise qualified disabled applicant or staff member unless it is clear that an accommodation would impose an undue hardship.

Reasonable accommodations may include making facilities used by staff readily accessible and usable by persons with disabilities, job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, the provision of readers or interpreters, and other similar actions.

An undue hardship means an accommodation would be unduly costly, extensive, substantial or disruptive, or would fundamentally alter the nature or operation of the district. In determining whether an accommodation would impose an undue hardship on the district, the district may consider, among other things, the cost of the accommodation, the district's size, the district's financial resources, and the nature and structure of its operations.

3. The district will not use any employment tests or criteria that screen out persons with disabilities unless the tests or criteria are clearly and specifically job-related, and the district will not use such tests or criteria if alternative tests or criteria that do not screen out persons with disabilities are available.

4. While the district may not make pre-employment inquiries as to whether an applicant has a disability or as to the nature and severity of any such disability, it may inquire into an applicant's ability to perform job-related functions.

Nondiscrimination for Military Service

The district will not discriminate against any person who is a member of, applies to be a member of, or performs, has performed, applies to perform, or has an obligation to perform service in a uniformed service, on the basis of their participation in a uniformed service. This includes initial employment, retention in employment, promotion, or any benefit of employment. The district will also not discriminate against any person who has participated in the enforcement of these rights under state or federal law.

Complaint Procedure

The district will adopt a complaint procedure in accordance with chapter 392-190 WAC.

Annually, the district will publish a notice of the complaint procedure in a way that is reasonably calculated to inform all employees of it. The district will provide the notice in a language each employee can understand, which may require language assistance in accordance with Title VI of the Civil Rights Act of 1964 for those with limited English proficiency.

The district will not adopt any policy, procedure, or practice that would limit a person's right to file a complaint under the complaint procedure.

Compliance Officer

The superintendent will designate an employee who is responsible for monitoring and coordinating the district's compliance with chapter 392-190 WAC and the guidelines the Office of the Superintendent of Public Instruction has adopted under WAC 392-190-005.

The compliance officer is responsible for ensuring that all complaints filed under the complaint procedure are promptly investigated and resolved.

Retaliation Prohibited

The district will not intimidate, threaten, coerce, or discriminate against any individual who seeks to secure their rights under this policy or chapter 392-190 WAC or because the individual has filed a complaint under the complaint procedure. Further, the district will not tolerate someone else retaliating against another because they sought to secure their rights under this policy or chapter 392-190 WAC or because they have filed a complaint under the complaint procedure.

Any person who retaliates will be subject to appropriate discipline.

Last Revised: **December 23, 2025**

Classification: **Important**

Prior Revised Dates: **12.00; 06.01; 08.07; 02.11; 06.11; 06.13; 12.14; 04.17; 05/01/2018; 07/24/2023; 12/22/2024; 07/16/2025**

Legal References:

- [RCW 28A.400.310 Law against discrimination applicable to districts - employment practices](#)
- [RCW 28A.640.020 Regulations, guidelines to eliminate discrimination - Scope - Sexual harassment policies](#)
- [RCW 28A.642 Discrimination prohibition](#)
- [RCW 49.60 Discrimination - Human rights commission](#)
- [RCW 49.60.030 Freedom from discrimination - Declaration of civil rights](#)
- [RCW 49.60.180 Unfair practices of employers](#)
- [RCW 49.60.400 Discrimination, preferential treatment prohibited](#)
- [RCW 73.16 Employment and Reemployment](#)
- [WAC 392-190 Equal Education Opportunity - Unlawful Discrimination Prohibited](#)
- [42 USC 2000e1 2000e10 Title VII of the Civil Rights Act of 1964](#)
- [20 USC 1681 - 1688 Title IX Educational Amendments of 1972](#)
- [42 USC 12101 12213 Americans with Disabilities Act](#)
- [8 USC 1324 \(IRCA\) Immigration Reform and Control Act of 1986](#)
- [38 USC 4301-4333 Uniformed Services Employment and Reemployment Rights Act](#)
- [29 USC 794 Vocational Rehabilitation Act of 1973](#)
- [34 CFR 104 Nondiscrimination on the basis of handicap in Programs or activities receiving federal financial assistance](#)
- [38 USC 4212 Vietnam Era Veterans Readjustment Assistance Act of 1974 \(VEVRAA\)](#)

Management Resources:

- [2025 - July Issue](#)
- [2024 - December Issue](#)
- [2023 - July Issue](#)
- [2018 - May Policy Issue](#)

- [2017 - April Issue](#)
- [2014 - December Issue](#)
- [2013 - June Issue](#)
- [2011 - June Issue](#)
- [2011 - February Issue](#)
- Policy News, August 2007 Washington's Law Against Discrimination
- Policy News, June 2001 State Updates Military Leave Rights

Cross References:

- [2030 - Service Animals in Schools](#)
- [5011 - Sexual Harassment of District Staff Prohibited](#)
- [5270 - Resolution of Staff Complaints](#)
- [5407 - Military Leave](#)

Sexual Harassment of District Staff Prohibited

This district is committed to a positive and productive working environment free from discrimination, including sexual harassment. This commitment extends to all employees and other persons involved in academic, educational, extracurricular, athletic, and other programs or activities of the school, whether that program or activity is in a school facility, on school transportation, or at a class training held elsewhere.

Definitions

For purposes of this policy, sexual harassment means unwelcome conduct or communication of a sexual nature. Sexual harassment can occur student to adult, adult to adult or can be carried out by a group of students or adults and will be investigated by the district even if the alleged harasser is not a part of the school staff or student body. The district prohibits sexual harassment of district employees by other students, employees or third parties involved in school district activities.

The term "sexual harassment" is defined by the regulations implementing the federal law Title IX of the Education Amendments Act of 1972 at 34 C.F.R. § 106.30.

Under federal and state law, the term "sexual harassment" may include:

- acts of sexual violence;
- unwelcome sexual or gender-directed conduct or communications that interferes with an individual's employment performance or creates an intimidation, hostile, or offensive environment;
- unwelcome sexual advances;
- unwelcome requests for sexual favors;
- sexual demands when submission is a stated or implied obtaining work opportunity or other benefit;
- sexual demands where submission or rejection is a factor in a work or other school-related decision affecting an individual.

A "hostile environment" for an employee is created where the unwanted conduct is sufficiently severe or pervasive to create a work environment that a reasonable person would consider intimidation, hostile, or abusive.

Investigation and Response

If the district knows, or reasonably should know, that sexual harassment has created a hostile environment, the district will promptly investigate to determine what occurred and will take appropriate steps to resolve the situation. If an investigation reveals that sexual harassment has created a hostile environment, the district will take prompt and effective steps reasonably calculated to end sexual harassment, eliminate the hostile environment, prevent its occurrence and, as appropriate, remedy its effects. The district will take prompt, equitable and remedial action within its authority every time a report, complaint and grievance alleging sexual harassment comes to the attention of the district, either formally or informally.

Allegations of criminal misconduct will be reported to law enforcement and suspected child abuse will be reported to law enforcement or Child Protective Services. Regardless of whether the misconduct is reported to law enforcement, school staff will promptly investigate to determine what occurred and take appropriate steps to resolve the situation to the extent that such investigation does not interfere with an on-going criminal investigation. A criminal investigation does not relieve the district of its independent obligation to investigate and resolve sexual harassment.

Engaging in sexual harassment will result in appropriate discipline or other appropriate sanctions against offending staff or third parties involved in school district activities. Anyone else who engages in sexual harassment on school property or at school activities will have their access to school property and activities restricted, as appropriate.

Retaliation and False Allegations

Retaliation against any person who makes or is a witness in a sexual harassment complaint is prohibited and will result in appropriate discipline. The district will take appropriate actions to protect involved persons from retaliation.

It is a violation of this policy to knowingly report false allegations of sexual harassment. Persons found to knowingly report or corroborate false allegations will be subject to appropriate discipline.

Staff Responsibilities

The superintendent will develop and implement formal and informal procedures for receiving, investigating and resolving complaints or reports of sexual harassment. The procedures will include reasonable and prompt timelines and delineate staff responsibilities under this policy.

Any school employee who witnesses sexual harassment or receives report, informal complaint, or written complaint about sexual harassment is responsible for informing the district's Title IX or Civil Rights Compliance Coordinator. All staff are also responsible for directing complainants to the formal complaint process.

This policy applies to sexual harassment (including sexual violence) targeted at district employees carried out by a student, employee, or a third party involved in school district activities.

A formal complaint filed by an employee or filed by or on behalf of a student complainant against an employee respondent will be investigated under the definitions, requirements, and procedures of Policy 3205 and Procedure 3205P.

Reports of sex discrimination and sexual harassment will be referred to the district's Title IX Coordinator. Reports of discrimination based on sexual orientation, gender expression, gender identity, ethnicity, race, creed, color, national origin, religion, homelessness, immigration or citizenship status, the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal, honorably discharged veteran or military status, or age, or complaints alleging violations of the Boy Scouts of America Act will be referred to the district's Civil Rights Compliance Coordinator.

Reports of disability discrimination or harassment will be referred to the district's Section 504 Coordinator.

Notice and Training

The superintendent will develop procedures to provide information and education to district staff, parents and volunteers regarding this policy and the recognition and prevention of sexual harassment. At a minimum, sexual harassment recognition and prevention and the elements of this policy will be included in staff and regular volunteer orientation. This policy and the procedure, which includes the complaint process, will be posted in each district building in a place available to staff, parents, volunteers, and visitors. Information about the policy and procedure will be clearly stated and conspicuously posted throughout each school building, provided to each employee, and reproduce in each staff, volunteer, and parent handbook. Such notices will identify the District's Title IX coordinator and provide contact information, including the coordinator's email address.

Policy Review

The superintendent will make an annual report to the board reviewing the use and efficacy of this policy and related procedures. Recommendations for changes to this policy, if applicable, will be included in the report. The superintendent is encouraged to involve staff, volunteers, and parents in the review process.

Last Revised: **December 23, 2025**

Classification: **Critical**

Prior Revised Dates: **10.11; 12.14; 07/01/2015; 06/28/2021; 06/29/2022; 07/31/2024; 01/27/2025; 04/16/2025**

Legal References:

- [20 U.S.C. - 1681-1688](#)
- [WAC 392-190-058 Sexual harassment](#)
- [RCW 28A.640.020 Regulations, guidelines to eliminate discrimination - cope - Sexual harassment policies](#)
- [34 C.F.R. 106](#)

Management Resources:

- [2025 - April Issue](#)
- [2025 - January Newsletter](#)
- [2022 - June June](#)
- [2021 - June Issue](#)
- [2015 - July Policy Alert](#)
- [2014 - December Issue](#)
- [2010 - October Issue](#)

Cross References:

- [3205 - Sexual Harassment of Students Prohibited](#)
- [3207 - Prohibition of Harassment, Intimidation, and Bullying of Students](#)
- [3210 - Nondiscrimination](#)
- [3211 - Gender-Inclusive Schools](#)
- [3421 - Child Abuse and Neglect](#)
- [5010 - Discrimination-Free Workplace](#)
- [5012 - Parental, Family, or Marital Status, and Pregnancy or Related Conditions of Staff](#)

Personnel Records

The district will organize, compile and maintain personnel records and files for each staff member of the district which will be kept secure under the authority of the superintendent/designee. The contents of the personnel files will be available to the superintendent/designee and to those staff authorized by the superintendent/designee to organize, compile and maintain the files. Any confidential college or university credentials or other confidential pre-employment materials received by the district will be returned to the sender or maintained in personnel records, such as an application file.

Any staff member will be permitted, during normal district business hours, to review the contents of his/her personnel file in the presence of an authorized staff member. Personnel files may be maintained by the district in hard copy or in an electronic format.

Any staff member may request, at least annually, that the superintendent/designee review all information in the staff member's personnel file(s) to determine if there is any irrelevant or erroneous information in the file(s), and will remove all such information from the file(s). If a staff member does not agree with the determination, the staff member may at his or her request have placed in the personnel file a statement containing a rebuttal or correction.

Last Revised: **July 16, 2025**

Classification: **Important**

Prior Revised Dates: **08.98; 05.06; 12.11; 10/01/2015**

Legal References:

- [RCW 28A.405.250 Certificated employees, applicants for certificated position, not to be discriminated against - Right to inspect personnel file](#)
- [RCW 42.56.230\(3\) Certain personal and other records exempt \(from public inspection\)](#)
- [RCW 49.12.240-260 Employee inspection of personnel file](#)
- SHB 1308
- [WAC 357-22-035 Must the employee be given a copy of information placed in the personnel file](#)

Management Resources:

- [2025 - July Issue](#)
- [2015 - October Policy Issue](#)

Cross References:

- [4040 - Public Access to District Records](#)

Bid or Request for Proposal Requirements

The board recognizes the importance of:

- maximizing the use of district resources;
- the need for sound business practices in spending public money;
- the requirement of complying with state and federal laws governing purchasing and public works;
- the importance of standardized purchasing regulations; and
- the need for clear documentation.

I. Procurement and Public Works Using Non-Federal Funds

A. Furniture, Supplies, or Equipment

Whenever the estimated cost of furniture, supplies or equipment (except books) will cost:

- less than \$40,000, no competitive bidding process is required to make the purchase;
- between \$40,000 and \$75,000, the board will follow the informal competitive bidding process by requiring quotes from at least three different sources to be obtained in writing or by telephone and recorded for the public to review; and
- over \$75,000, the board will follow the formal competitive bidding process by:

1.

1. preparing clear and definite plans and specifications for such purchases;
2. providing notice of the call for formal bids by publication in at least one newspaper of general circulation in the district at least once each week for two consecutive weeks;
3. ensuring that the district takes steps to assure that when possible, the district will use small and minority businesses, women's business enterprises and labor surplus firms;
4. providing the clear and definite plans and specifications to those interested in submitting a bid;
5. requiring that bids be in writing;
6. opening and reading bids in public on the date and in the place named in the notice; and
7. filing all bids for public inspection after opening.

B. Use of Non-Federal Funds for Improvements or Repairs

The board may make improvements or repairs to district property through a district department without following the competitive bidding process if the total cost of improvements or repairs does not exceed \$75,000. If the board estimates that the total cost of a building, improvement, repair, or other public works project is \$100,000 or more, the board will follow the formal competitive bidding process outlined above, unless the contract is let using the small works roster process authorized by RCW 39.04.155 or under any other procedure authorized for school districts. There are no statutory bidding requirements for public works projects involving improvements or repairs that are within the \$75,000 to \$100,000 range. For projects in this range, the district may consider: using its small works roster process, under RCW 39.04.155; using an inter-local agreement or contract with a vendor of the district's choice, without any competitive process, under RCW 28A.335.190; or choosing to require quotes for the work to make the process more competitive.

C. Construction-related services

The board, when contracting for construction-related professional and personal services, shall include in bid documents language that encourages participation by minority or women-owned business enterprises. The services covered by this section include, but are not limited to, construction management services, value engineering services, and building commissioning services.

D. Exemptions

The board may waive bid requirements for purchases:

- clearly and legitimately limited to a single source of supply;
- involving special facilities or market conditions;
- in the event of an emergency;

- of insurance or bonds; and
- involving public works in the event of an emergency.

"Emergency" means unforeseen circumstances beyond the district's control that present a real, immediate threat to the proper performance of essential functions or will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

The board may also waive bid requirements for making improvements to district property if it contracts with an eligible local organization, such as a chamber of commerce, service organization, or other community, youth, or athletic association. Such organizations may utilize non-paid volunteers for completing the projects. The total value of such contracts may not exceed the lesser of \$75,000 or \$2 per resident of the district in a calendar year.

Whenever the board waives bid requirements, the board will issue a document explaining the factual basis for the exception and record the contract for open public inspection.

E. Rejection of Bids

The board may by resolution reject any and all bids and make further calls for bids in the same manner as the original call.

F. Interlocal Cooperation Act

In coordination with the Interlocal Cooperation Act, Chapter 39.34 RCW, the district may enter into cooperative purchasing agreements with other governmental entities or groups of governmental entities. These agreements may allow the district to purchase items using an existing agreement without going through the standard procurement bid requirements.

Prior to enactment of any agreement under this authority, the district will review the work of the governmental entity to ensure the following requirements are met:

1. The governmental entity conducted its own procurement process relating to the contract under consideration.
 - a. The awarding entity must maintain adequate documentation on the procurement process for the contract under consideration.
 - b. The awarding entity must have posted the bid notice on a website maintained by a public agency, purchasing cooperative, or other service provider, or posted a link on the state's web portal.
2. The contract contains language that it is open for use by other entities and is not expired.
3. The specifications laid out in the contract match the specifications identified by the district. Any options that are agreed to in the contract are available to the district; any options that are not agreed to in the contract are not allowed.
4. Any cooperative agreement for public works projects contains the same specifications and the scope of the work is essentially the same for the district as for the contract's signatory district.
5. Ensure the cost is reasonable based on a cost/price analysis.

Once the district has completed these steps, it may enter into an agreement with the other entity to utilize their contract. The contract must be signed by both parties prior to any procurement taking place on the part of the district.

G. Crimes Against Children

The board will include in any contract for services with an entity or individual other than an employee of the district a provision requiring the contractor to prohibit any employee of the contractor from working at a public school who has contact with children at a public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime specified under RCW 26A.400.322. The contract shall also contain a provision that any failure to comply with this section shall be grounds for the district immediately terminating the contract.

H. Women and Minority Owned Businesses

The district will ensure that it is providing every opportunity for businesses owned by women or minorities to submit bids on any contract. The district will maintain documentation of efforts to collect bids from women or minority-owned businesses as a part of the bidding process. The district will also ensure that any small works roster or similar list is open and available to participation by women or minority-owned businesses, and that such businesses on its small works roster are treated fairly and equally when requesting bids.

II. Procurement Using Federal Funds

A. Goods

When the district uses federal funds for procurement of textbooks, the allowable self-certification is \$50,000. When the district uses federal funds for procurement of **goods, including** furniture, supplies, and equipment:

- Purchases of ~~\$10,000~~ **\$15,000** or less do not require quotes. However, the district must consider the price to be reasonable based on research, experience, purchase history, or other information and must document this determination. In addition, to the extent practical, purchases must be distributed equitably among suppliers.
- Purchases between ~~\$10,000~~ **\$15,000** and \$75,000 must be procured using price or rate quotations from three or more qualified sources.
- Purchases of \$75,000 or more must be publicly solicited using sealed bids or requests for proposals.

Self-Certification

If during a given fiscal year, the district qualifies as a low-risk auditee in accordance with criteria in 2 C.F.R. § 200.520, as determined by the auditor, or has documentation it received a low risk assessment after an annual internal institutional risk assessment to identify, mitigate, and manage financial risks, then the district may use the following Self Certification thresholds instead of the ones described above:

- Purchases of \$40,000 or less do not require quotes. However, the district must consider the price to be reasonable based on research, experience, purchase history or other information and must document this determination. In addition, to the extent practical, purchases must be distributed equitably among suppliers.
- Purchases between \$40,000 and \$75,000 must be procured using price or rate quotations from three or more qualified sources.
- Purchases of \$75,000 or more must be publicly solicited using sealed bids or requests for proposals.

If the district uses Self-Certification, the Superintendent will develop Self-Certification procedures to accompany this policy. Additionally, if the district qualifies for Self-Certification and wants to go above the \$40,000 or \$50,000 Self-Certification limits, the district reserves the right to seek approval for higher limits from OSPI.

B. Services

When the district uses federal funds for procurement of **services**:

- Purchases of ~~\$10,000~~ **\$15,000** or less do not require quotes. However, the district must consider price to be reasonable based on research, experience, purchase history or other information and must document this determination. In addition, to the extent practical, purchases should be distributed equitably among suppliers.
- Purchases between ~~\$10,000 and \$250,000~~ **\$15,000 and \$350,000** must be procured using price or rate quotations from a reasonable number of qualified sources.
- Purchases of ~~\$250,000~~ **\$350,000** or more must be publicly solicited using sealed bids or requests for proposals.

Self-Certification

If during a given fiscal year, the district qualifies as a low-risk auditee in accordance with criteria in 2 C.F.R. § 200.520, as determined by the auditor, or has documentation it received a low risk assessment after an annual internal institutional risk assessment to identify, mitigate, and manage financial risks, then the district may use the following Self-Certification thresholds instead of the ones described above:

- Purchases of \$50,000 or less do not require quotes. However, the district must consider the price to be reasonable based on research, experience, purchase history or other information and must document this determination. In addition, to the extend practical, purchases should be distributed equitably among suppliers.
- Purchases between \$50,000 and ~~\$250,000~~ **\$350,000** must be procured using price or rate quotations from a reasonable number of qualified sources.
- Purchases of ~~\$250,000~~ **\$350,000** or more must be publicly solicited using sealed bids or requests for proposals.]

If the district uses Self-Certification, the Superintendent will develop Self-Certification procedures to accompany this policy. Additionally, if the district qualifies for Self-Certification and wants to go above the \$40,000 or \$50,000 Self-Certification limits, the district reserves the right to seek approval for higher limits from OSPI.

C. Noncompetitive Procurement

Noncompetitive procurement may be used only when one of the following five circumstances applies:

- Acquiring property or services that do not exceed ~~\$10,000~~ \$15,000 [or in the case of a school district who qualifies as a low-risk auditee in accordance with criteria in 2 C.F.R. § 200.520 or has documentation of an annual internal institutional risk assessment to identify, mitigate, and manage financial risks, \$40,000];
- The item is only available from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- The awarding agency (e.g., OSPI) authorizes noncompetitive procurement in response to a written request from the district; or
- After solicitation of a number of sources, competition is determined inadequate.

The district must maintain documentation supporting the applicable circumstance for noncompetitive procurement.

D. Cost/Price Analysis

The district will perform a cost or price analysis in connections with every procurement action in excess of the federal simplified acquisition threshold, currently set at \$250,000 or other limits identified in 48 CFR 2.101, including contract modifications. The method and degree of analysis is dependent on facts surrounding the procurement situation, but should include, as a starting point, independent estimates before receiving bids or proposals.

In cases where no price competition exists and, in all cases, where the district performs the cost analysis, profit must be negotiated as a separate element in the process. To ensure profit is fair and reasonable, consideration must be given to the complexity of the work performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's past performances, and industry standard profit rates in the surrounding geographical area.

Costs or prices based on estimated costs for contracts are allowed only to the extent that the costs incurred or cost estimates would be allowable under 2 CFR 200.400 - .476.

E. Suspension and Debarment

Before entering into federally funded vendor contracts for goods and services that equal or exceed \$25,000 and any subcontract award, the district will ensure the vendor is not suspended or debarred from participating in federal assistance programs.

F. Conflict of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No employee, officer, or agent of the district may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violation of these standards may result in disciplinary action including, but not limited to, suspension, dismissal, or removal.

G. Interlocal Cooperation

In coordination with the Interlocal Cooperation Act, Chapter 39.34 RCW, the district may enter into cooperative purchasing agreements with other governmental entities or groups of governmental entities.

These agreements may allow the district to purchase items using an existing agreement without going through the standard procurement bid requirements.

Prior to enactment of any agreement under this authority, the district will review the work of the governmental entity to ensure the following requirements are met:

1. The governmental entity conducted its own procurement process relating to the contract under consideration.
 - a. The awarding entity must maintain adequate documentation on the procurement process for the contract under consideration.
 - b. The awarding entity must have posted the bid notice on a website maintained by a public agency, purchasing cooperative, or other service provider, or posted a link on the state's web portal.
 - c. The contracting agency must ensure that it met any procurement requirements laid out in 2 CFR §200.317 – 200.327.
2. The contract contains language that it is open for use by other entities and is not expired.
3. The specifications laid out in the contract match the specifications identified by the district. Any options that are agreed to in the contract are available to the district; any options that are not agreed to in the contract are not allowed.
4. Any cooperative agreement for public works projects contains the same specifications and that the scope of the work is essentially the same for the district as for the contract's signatory district.
5. Ensure the cost is reasonable based on a cost/price analysis.
6. The district must verify that the awarding entity is neither suspended nor debarred from participating in federal assistance programs.
7. The district must also verify that the contract contains all contract provisions described in 2 CFR §200.327 and Appendix II to Part 200.

Once the district has completed these steps, it may enter into an agreement with the other entity to utilize their contract. The contract must be signed by both parties prior to any procurement taking place on the part of the district.

H. Women and Minority-Owned Businesses

The district will ensure that it is providing every opportunity for businesses owned by women or minorities to submit bids on any contract. The district will maintain documentation of efforts to collect bids from women or minority-owned businesses as a part of the bidding process. The district will also ensure that any small works roster or similar list is open and available to participation by women or minority-owned businesses, and that such businesses on its small works roster are treated fairly and equally when requesting bids. The district will also include language requiring any prime contractor that employs subcontractors to show proof that it provides equal opportunity for bidding to women or minority-owned businesses.

I. Federal Agency or Pass-Through Entity Review

The district will maintain records of all purchases made using Federal funds and shall provide any and all documentation to the Federal awarding agency or the state pass-through entity for compliance with all rules and regulations.

III. Procedures

The superintendent or designee will establish bidding and contract awarding procedures consistent with state and federal law.

Legal References:

RCW 28A.335.190 Advertising for bids — Competitive bid procedures — Purchases from inmate work programs — Telephone or written quotation solicitation, limitations — Emergencies
RCW 28A.400.330 Crimes against children — Contractor employees — Termination of contract
RCW 39.04.155 Small works roster contract procedures — Limited public works process Definition
RCW 39.04.280 Competitive bidding requirements — Exemptions
RCW 39.26.160 Bid Awards - Considerations - Requirements and criteria to be set forth - Negotiations - Use of enterprise vendor registrations and bid notification system
RCW 39.30.060 Bids on public works — Identification, substitution of contractors
Chapter. 39.34 RCW Interlocal Cooperation Act

2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2 CFR 200.67 Micro-purchase
2 CFR 200.88 Simplified Acquisition Threshold
2 CFR §200.318 – General Procurement Standards
2 CFR 200.320 Methods of Procurement to be Followed
2 CFR 3485 Nonprocurement Debarment and Suspension
2 CFR 200.520 Criteria for a low-risk auditee
2 CFR 200.324 Contract Cost and Price

Management Resources:

2021 - December Issue
2020 - December Issue
2019 - January 2019 - January Policy Alert
2018 - August Issue
2017 - July Issue
2016 - March Issue
2015 - October Policy Issue
2015 - June Policy Issue
2013 - June Issue
2012 - April Issue
2011 - February Issue
Policy News, October 2005 Competitive Bid Process Changes
Policy News, June 2001 Legislation Further Simplifies Bid Compliance

Adoption Date: February 2026

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