

ARTICLE III. RIGHTS AND RESPONSIBILITIES

Section A. No Strike-Lockout

The parties agree to the principle that differences shall be resolved by communications and negotiations without interruption of the school program. The parties agree that there shall be no strikes, sympathy strikes, work stoppages or other contracted refusal to perform work during the life of this Agreement. The parties further agree that there shall be no lockouts for the life of this Agreement.

Section B: Rights of Employees in Bargaining Unit

All employees shall have the right to freely organize, join and support the Association and the right not to do so in accordance with law.

Section C: Due Process/Discipline

1. No employee shall be disciplined by warning, reprimands, or suspensions with pay without just cause.
2. If a parent, student or other third party makes a written or verbal complaint or transmits other derogatory correspondence to the District against an employee, prior to any disciplinary action or use in an evaluation, the District will investigate and substantiate the allegation. Such investigation shall at least include the following:
 - a. notify the employee of the nature of the complaint;
 - b. give the employee the opportunity to respond with their explanation, including but not limited to information from witnesses whose testimony will also be considered.
 - c. Allow the employee to have an Association representative present, upon request, at all meetings with the employee.

If the District decides that the matter can be best resolved between the employee and the third party, the District will encourage the third party to discuss the matter with the employee for possible resolution.

3. Discharge, non-renewal and adverse affect shall be controlled solely by statutes and not by this Agreement.

Section D: Staff Protection

1. Payment of deductibles: The Employer shall pay two hundred seventy five (\$275) dollars or the deductible amount of the employee's insurance policy,

whichever is less, for damage to an employee's automobile when used in performance of assigned duties. Parking in District parking lots while performing school duties shall be covered under this provision.

The Employer shall pay one hundred (\$100) dollars or actual replacement costs, whichever is less, for other stolen or damage personal property used in the performance of assigned duties. Such property shall be registered with the Director of Finance and Operations in order for it to be eligible for reimbursement.

2. Liability Insurance: The Employer, provides liability insurance and agrees to maintain such for the duration of this Agreement.
3. Personal Property Insurance: The provides personal property insurance and agrees to maintain such for the duration of this Agreement.
4. Certificated staff members shall be able to use reasonable professional judgment to protect themselves, fellow employees, students, and District property from damage.
5. Every certificated staff member shall have immediate access to a telephone, working intercom, or walkie-talkie to request assistance in an emergency.
6. Safe Working Conditions. Each building staff shall develop procedures and discuss those procedures at the beginning of the school year regarding students with disabilities (which interfere with a major life activity), students whose negative behaviors impact the educational process, and students whose families evidence behaviors that may impact the educational process. Such procedures shall cover both identification and intervention strategies. The definition of a disability shall include, but not be limited to, special education students. The building administrator or other appropriate staff member will notify each certificated staff member of any student/family who is covered by those procedures, as soon as the information is available. The certificated staff member will also notify the building administration or other appropriate staff member of students who may need such intervention strategies and shall cooperate in the development and implementation of such strategies.

Section E: Personnel Files

1. Location: Personnel files are maintained exclusively in the Employer's Personnel Office. This shall not limit the right of the Center's administrators to maintain a working file for the purpose of evaluations.
2. Access: Any employee may review his/her personnel file at any time the Employer's Personnel Office is open. Personnel employment files (including the administrator's working file) are open only to the employee, his/her authorized

agent, the administrator, the Superintendent, and the Employer's Director of Personnel or their agents.

3. Employee Statements: Any employee may file a signed statement in his/her behalf related to any information filed in his/her personnel file and such statement shall become a part of the employee's personnel file.
4. Public Records Request: If a public request is made for documents contained in an employee personnel or investigation file, the employee shall be sent notice to their address currently listed with the District, five (5) days prior to the release of documents.

Section F: Administrative Internship Programs

Requests for administrative internship programs shall be submitted to the Superintendent, in writing, at least thirty (30) calendar days prior to the commencement of the requested internship program. Eligibility for internship programs shall include the following requirements:

1. Five (5) or more years' experience in the District, unless waived by the District.
2. Agreement to perform a program mutually designed by the employee and the Superintendent or his/her designee.
3. Continued responsibility for performing normal duties of the employee except as agreed above.
4. Demonstrated qualifications.

The number, if any, of internship programs granted by the Employer shall be discretionary with the Employer.

Section G: Reduction In Force

The necessity for, and the extent of staff reductions will be determined by the Employer upon the recommendation of the Administrative Council of Superintendents.

All employees reduced in hours or employees who are RIF'd will be placed in a re-employment pool for up to sixteen (16) months after the date of the letter of Reduction in Force. Such employees shall fill any vacancy in the same subject matter in which they were hired in the year RIF'd or when hours were reduced if they are still qualified and if the vacancy does not conflict with the employee's current schedule.

Section H: Open Observation

No mechanical or electronic devices shall be used in any classroom to listen to or record the procedures of any class, except by permission of the employee.

Section I: Head Teacher

1. Prior to the Director's recommendation of a Head Teacher to the Superintendent and Board of Directors, the Director shall meet with the WSTSCEA Executive Committee to discuss the Association's recommendation for Head Teacher.
2. Head Teacher will be appointed and assigned as deemed necessary at the Skills Center in order to:
 - a. Identify the building administrator in the event of the prolonged absence of the Director and Assistant Director;
 - b. To maintain continuity of supervision.
3. The Head Teacher will be paid a stipend of \$500.

Section J: Building Budget Proposals

The Association shall have access to available financial data regarding the Skills Center annual budget at any time upon request. Prior to June 1 of each year, the Association Executive Committee shall meet with the Director to submit and review recommendations before the final budget is submitted to the Superintendent.

The Employer and the Association jointly recognize that the Employer retains the exclusive rights to:

- a. Hire, discipline, evaluate, discharge and non-renew employees;
- b. Assign, reassign, transfer and lay off employees;
- c. Determine the appropriate use of the Skills Center facilities, property and material;
- d. Implement evaluation criteria and procedures as negotiated pursuant to RCW 41.59.

The foregoing enumeration of the rights, powers and authority of the Employer shall not be considered to exclude other rights, powers and authority not specifically set forth herein; and the enumerations set forth herein shall not describe the quality, nature and characteristics of rights, powers and authority not specifically set forth herein. The rights, powers and authority and functions of management shall remain exclusively

vested in the Employer and its Board of Directors except as specifically and expressly limited by the provisions of this Agreement.