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## RECRUITMENT AND SELECTION OF STAFF

**Responsible Governance:** Staff are recruited and selected to assure that students grow and meet their full potential in district programs. Staff is highly effective, and has the necessary skills and experience to meet the learning needs of all students. The district works with teacher preparation programs, communicating the teaching skills, competencies, and experiences it considers of primary importance in its staff, and providing field experiences designed to train teachers to be able to improve student learning. Decisions about hiring, assigning, or transferring staff are based on maximizing the effectiveness of that staff member within the district's programs.

**Creating Conditions for Student and Staff Success:** Staff positions are established by the board to provide the district's comprehensive program of education. New positions are established by the board as needed. The superintendent establishes the necessary skills, competencies, qualifications, education, experience, and past performance levels for each position, as it relates to the district's comprehensive program of education, and the goal of continued improvement in student learning. Selection of staff is based on which candidate is the most qualified for the position, and is made pursuant to the district's standard screening, interview, and reference check process, and equity requirements.

**High Expectations for Student Learning:** Positions are created within budget parameters, and legal requirements. Part of the district's strategic and short-term planning processes analyze current and projected staffing requirements. The filling of individual positions is done with consideration to salary issues, budget parameters, and legal requirements. The superintendent regularly evaluates the effectiveness of the district's staff recruitment and selection processes, and reports the findings and recommendations from the evaluation to the board.

**Community Engagement:** The board and district regularly communicate to staff, professional associations, employee bargaining units, teacher and professional preparation programs in higher education, students, parents, and the larger community the district's commitment to hiring those people best prepared and able to improve student achievement.

Cross References :	Board Policy 5005	Employment: Disclosures, Certification, Requirements, Assurances and Approval
	Board Policy 5610	Substitute Employment
Legal References:	RCW 28A.400.300	Hiring and discharging employees
	RCW 28A.405.210	Conditions and contracts of employment
	RCW 43.43.830	Background checks
	RCW 43.43.832	Background checks
	RCW 49.44.200	Personal social networking
	RCW 49.44.205	Violations
	WAC 162-12	Pre-employment Inquiry Guide (Human Rights Commission)
	P.L. 99-603	(IRCA) Immigration Reform and Control Act of 1986
		Title 8 USC, Ch. 12 1324a and 1324b
Management Resources:	2014 – December Issue	
	2012 – February Issue	

## RECRUITMENT AND SELECTION OF STAFF

Current and projected staff needs provide the basis for staff recruitment and selection. Once needs are identified, the recruitment and selection process should result in employing a staff member who is the most qualified to fulfill the need based upon the candidate's skill, training, experience and past performance.

### Identifying Needs

- A. Collect enrollment projections from each school building (use birth data to estimate "K" enrollment).
- B. Compare building projections with long-range district projections using the cohort survival ratio.
- C. Establish staffing needs using the lowest projections.
- D. Identify returning staff members, including returns from leave of absence and excluding retirees.
- E. Identify openings, recognizing the new requirements, goals and priorities of the district and including possible co-curricular assignment needs.
- F. Review voluntary transfer requests in relation to the provisions of the collective bargaining agreement.
- G. Identify possible involuntary transfers in relation to provisions of the collective bargaining agreement.

### Recruiting

- A. Review affirmative action plan and goals.
- B. Develop job description for each necessary position, including salary range.
- C. Develop job announcement using information from job description; experience, preparation, salary range and other related information.
- D. List vacancies with intention to reach potential applicants from protected employment groups in order to achieve affirmative action goals.

### Screening

- A. Identify screening and interviewing team with alternates prior to announcing the vacancy.
- B. Review criteria for screening.
- C. Compile a screening summary report for each candidate to be considered, including specific reasons for eliminating candidates.
- D. Select candidates to be interviewed. (Note: Findings should be stated on the screening summary report for each candidate that was considered.)
- E. Notify rejected applicants.

### Interviewing

- A. Prepare for interview by:
  - 1. Reviewing all duties and responsibilities of the position;
  - 2. Reviewing the minimum qualifications needed to perform the duties of the position;
  - 3. Developing a series of questions to be used in interviewing candidates, including guidelines for what to look for in response to questions; and
  - 4. Reviewing the candidate's application folder.
- B. Meet with team to review interview questions and evaluation procedure.
- C. Ask each candidate to respond to a predetermined set of questions.
- D. Record the responses of each candidate.
- E. Give the candidate an opportunity to ask any question(s).
- F. Inform the candidate regarding the time line for hiring.
- G. Rate the candidate on a scale for each response to each question
- H. Ask one clear and concise question at a time.
- I. Avoid cross-examination or pressure techniques.
- J. Insure fairness by asking the same questions developed from the established criteria for the position.
- K. Abide by the Human Rights Commission's published list of fair and unfair questions. For example:

**For Personal Information, ASK questions such as:**

1. What are your specific goals in a job?
2. What is your overall career objective?
3. What specific job characteristics are important to you? Why?
4. What job characteristics would you like to avoid? Why?
5. Do you have any commitments which would prevent you from working the scheduled hours for this position?
6. Do you have any specific health conditions which would prevent you from performing all the duties of this job?
7. Describe the best supervisor you have had.
8. Describe the worst supervisor you have had.

**DO NOT ASK questions such as:**

1. Is it Miss, Mrs. or Ms? Are you married? Do you have children?
2. What does your husband/wife do? Where do you live?
3. What is the origin of your name?
4. Do you mind working for a female or a minority supervisor?
5. Are you handicapped?

**For Education Information, ASK questions such as:**

1. Which subjects did you excel in at school?
2. How did you happen to select \_\_\_\_\_ as your major?
3. Did you work at a part-time job while at school?
4. Are you interested in continuing your education? Why? When? Where?
5. Do you feel your education prepared you for the job you are seeking with us? In what ways?
6. Were you involved in any extracurricular activities?

**DO NOT ASK questions such as:**

1. Did you go to school on a scholarship?
2. Where did you live while attending college?
3. What organizations did you belong to in school?

**Military Information, ASK questions such as:**

1. What other kinds of training or schooling have you received?
2. In what ways do you feel your training will help you in performing this job?
3. What did you find challenging about your assignment?

**DO NOT ASK questions such as:**

1. Were you drafted?
2. Where were you stationed?
3. What type of discharge did you receive from the United States military service?

**For Employment and Experience Information, ASK questions such as:**

1. Tell me about your last job and your major responsibilities.
2. What were some of the more challenging aspects of your job?
3. Describe the training you received on your last job.
4. In what ways do you feel your previous employment will help you in performing this job?
5. If we were to contact your previous employer, what would he/she describe as your strengths? What areas might he/she suggest for improvement?
6. Which of your past jobs did you enjoy the most? Least? Why?
7. What were your reasons for leaving your last job?
8. May we contact your present employer?

DO NOT ASK questions such as:

1. Why have you had so many jobs?
2. Why are you coming back to work after so many years?
3. How do you feel about working with younger/older people?
4. DO NOT request, require or otherwise compel or coerce an applicant to: 1) disclose login information for their personal social networking account; or 2) access their personal social networking account in the presence of any district employee; or 3) add a district employee to their personal social networking account's contact list; or 4) alter the settings on their personal social networking account to affect any third party's ability to view it.

The district may not refuse to hire an applicant based on the his/her failure to comply with any of the above-listed requests or requirements regarding their personal social networking account.

### **Verifying References**

- A. Contact candidate's previous supervisor(s). Ask prepared list of job-related questions.
- B. Visit and/or observe candidate on site (when possible).
- C. Contact any personal acquaintances who would know about the qualifications of the candidate.
- D. Rate the candidate on a scale for the response to each question.

### **Recommending**

- A. Review available information:
  1. Credentials - training, experience and recommendations
  2. Letters of application, responses to topics on supplementary application,
  3. Responses to interview questions,
  4. Contact with previous supervisors and personal acquaintances.
- B. Select candidate to be recommended to superintendent.
- C. Prepare supporting statements on behalf of the candidate to be recommended.
- D. Place screening evaluation, interview evaluation, and telephone reference check reports in a file for possible future reference.

### **Employing**

- A. Review the written recommendation and supporting information from the interviewer(s).  
Inform candidate that he/she will:
  1. Be recommended for the position, provided that the records of the Washington State Patrol criminal investigation system reveal that the prospective staff member is free of any convictions of offenses against children and other persons. (rcw43.43.832);
  2. Receive a general statement about the type of contract that will be issued (letter of intent);
  3. Be expected to verify in writing his/her willingness to accept a contract if offered;
  4. Be expected to present documents, as per P.L. 99-603, which establish his/her identity, and attest, in writing, his/her eligibility to work; and
  5. (Classified staff) may be subjected to a background check with the Washington State Patrol in accordance with RCW 43.43.830.
- B. Present recommendation to board in executive session (supervisor may be requested to attend).
- C. Employ candidate at official board meeting noting the type of contract to be issued.
- D. Advise unsuccessful candidates.

### **Issuing Contracts**

- A. Secure official statements regarding the work experience from previous employers.
- B. Evaluate transcript in terms of salary schedule placement criteria.
- C. Issue appropriate contract — Replacement, Provisional, Temporary (less than one year), supplemental.
- D. Issue appropriate business forms and payroll information, register teaching certificate.

## HIRING OF RETIRED SCHOOL EMPLOYEES

The district will recruit, select and employ the best-qualified individuals as employees. The district may employ persons retired from the Teachers' Retirement System (TRS), the School Employees' Retirement System (SERS) or the Public Employees' Retirement System (PERS). A retired employee will only be rehired pursuant to this district policy.

Until August 1, 2020, the district may employ teachers in TRS Plan 2 or 3 who have retired under the alternate early retirement provisions of RCW 41.32.765(3)(b) or RCW 41.32.875(3)(b). Such employment is subject to the following conditions: 1) One calendar month must have elapsed since the retiree's accrual date; 2) the retiree must be employed exclusively as either a substitute teacher as defined in RCW 41.32.010(48)(a) or in an instructional capacity (as opposed to an administrative or supervisory capacity); and 3) the district must compensate its substitute teachers at a rate that is at least 85% of the full daily amount allocated by the state to the district for substitute teacher compensation.

All retirees of TRS, SERS or PERS may work an annual threshold of eight hundred sixty-seven (867) hours per year while receiving retirement benefits. The annual threshold for TRS Plan 1 retirees is calculated per fiscal year. All other plans are calculated per calendar year. Qualified hours are determined by whether the retiree works in an eligible position as defined by RCW 41.32.010(48)(a) or by the Department of Retirement Systems (DRS).

### District Responsibilities

The district will abide by the following process when considering a retiree for employment:

- A. The board of directors will approve a process for recruitment and selection of employees, including those vacancies for which a retiree applicant may be considered.
- B. Applicant(s) will be evaluated and considered equally, selecting the candidate who best meets the needs of the district.
- C. There will be no prearranged employment agreement or commitment to rehire an employee after retirement. Mere inquiries about post-retirement employment do not constitute an agreement.
- D. Employment will be limited to a maximum of a one-year, non-continuing contract or appointment.
- E. Subject to any applicable bargaining agreements, vacancies filled by retirees will be annually reviewed by the board to determine whether the retiree will be rehired for another year of employment.
- F. The district will provide the retiree with the same terms and conditions of employment as other appointees or employees in comparable positions with the exception of sick-leave cash-out.
- G. The district will report the number of hours worked by the retiree to DRS.

### Retired Employee Responsibilities

The following conditions of employment will apply to retirees that are re-employed:

- A. Retired applicants will disclose to the district whether they are retired from a Washington state retirement plan.
- B. Employees must satisfy the DRS requirement for separation and retirement from service prior to accepting a retiree/rehire position with the district.
- C. Retirees are subject to the same collective bargaining membership as other one-year temporary employees.
- D. Retirees are responsible for tracking service hours during post-retirement employment among multiple employers.

Cross References:	Board Policy 5610	Substitute Employment
	Board Policy 5612	Temporary Administrators
	Board Policy 5050	Contracts

Legal References:	RCW 41.32	Teachers' retirement
	RCW 41.40	Washington public employees' retirement system

Management Resources:	Policy News, June 2007	Revisions to Retire/Rehire Law
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**EMPLOYMENT AND VOLUNTEERS: DISCLOSURES, CERTIFICATION REQUIREMENTS,  
ASSURANCES AND APPROVAL**

**Federal Immigration Law Compliance for Staff**

The board has the legal responsibility of employing all staff. The responsibility of administering the recruitment process is assigned to the superintendent/designee. Prior to final action by the board, a prospective staff member will present necessary documents which establish eligibility to work as required by federal immigration law. The superintendent/designee will certify that he/she has: "examined the documents which were presented to me by the new hire, that the documents appear to be genuine, that they appear to relate to the individual named, and that the individual is a U.S. citizen, a legal permanent resident, or a non-immigrant alien with authorization to work." This certification will be made on the I-9 form issued by the Federal Immigration and Naturalization Service.

**Child Support Reporting for Staff**

The district will report all new hires to the state Department of Social and Health Services Division of Child Support as required by P.L. 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

**Sexual Misconduct Release From for Staff**

Pursuant to state law, the district will require that every prospective staff member sign a release form allowing the district to contact school employers regarding prior acts of sexual misconduct. The applicant will authorize current and past school district employers including employers outside of Washington to disclose to the district sexual misconduct, if any, and make available to the district all documents in the employer's personnel, investigative or other files related to the sexual misconduct. The applicant is not prohibited from employment in Washington State if the laws or policies of another state prohibit disclosure of this information or if the out-of-state district denies the request.

**Disclosures for Staff and Volunteers:**

Prior to employment of any unsupervised staff member or volunteer, the district will require the applicant to disclose whether he/she has been:

- A. Convicted of any crime against persons;
- B. Found in any dependency action under RCW 13.34 to have sexually assaulted or exploited any minor or to have physically abused any minor;
- C. Found by a court in a domestic relations proceeding under Title 26 RCW to have sexually abused or exploited any minor or to have physically abused any minor;
- D. Found in any disciplinary board final decision to have sexually abused or exploited any minor or to have physically abused any minor: or
- E. Convicted of a crime related to drugs: manufacture, delivery, or possession with intent to manufacture or deliver a controlled substance.

For purposes of this policy, unsupervised means not in the presence of another employee or volunteer and working with children under sixteen years of age or developmentally disabled persons. The disclosure will be made in writing and signed by the applicant and sworn to under penalty of perjury. The disclosure sheet will specify all crimes committed against persons.

**Background Check for Staff and Volunteers:**

**Staff and Volunteers with Regularly Scheduled Unsupervised Access to Children:**

Prospective staff members and volunteers, who will have regularly scheduled unsupervised access to children, will have their records checked through the Washington State Patrol criminal identification system and through the Federal Bureau of Investigation. The record check will include a fingerprint check using a complete Washington state criminal identification fingerprint card.



All Other Staff and Volunteers:

Staff and volunteers without unsupervised access to children will undergo a name and birth date background check with the Washington State Patrol.

If a volunteer has undergone a criminal record check in the last two years for another entity, the district will request a copy from the volunteer, or have the volunteer sign a release permitting the entity for whom the check was conducted to provide a copy to the district.

Conditional Employment:

New hires shall be employed on a conditional basis pending the outcome of the background check and may begin conditional employment once completed fingerprint cards have been sent to the Washington State Patrol. If the background check reveals evidence of convictions, the candidate may not be recommended for employment, or if conditionally employed, may be terminated. When such a background check is received, the superintendent/designee is directed to consult with legal counsel.

**Record Check Database Access Designee**

The superintendent/designee is directed to establish procedures for determining which staff members are authorized to access the Superintendent of Public Instruction's (SPI) record check database. Fingerprint record information is highly confidential and will not be re-disseminated to any organization or individual by district staff. Records of arrest and prosecution (RAP sheets) will be stored in a secure location separate from personnel and applicant files and access to this information is limited to those authorized to access the SPI record check database.

**Certification Requirements**

The district will require that certificated staff hold a Washington state certificate, with proper endorsement (if required for that certificate and unless eligible for out-of-endorsement assignment), or such other documentation as may be required by the professional educator standards board with respect to alternative route programs, for the role and responsibilities for which they are employed. Failure to meet this requirement will be just and sufficient cause for termination of employment. State law requires that the initial application for certification will require a background check of the applicant through the Washington State Patrol criminal identification system and Federal Bureau of Investigation. No salary warrants may be issued to the staff member until the district has registered a valid certificate for the role to which he/she has been assigned.

All certificated staff members are required to maintain their certification in accordance with state and federal requirements.

**Classified Staff**

Classified staff who are engaged to serve less than twelve (12) months, will be advised of their employment status for the ensuing school year prior to the close of the school year. If the district chooses to reemploy the staff member the following year, the superintendent/designee will give "reasonable assurance" by written notice that the staff member will be employed during the next school year.

**Board Approval**

All staff members selected for employment will be recommended by the superintendent. Staff members must receive an affirmative vote from a majority of all members of the board. In the event an authorized position must be filled before the board can take action, the superintendent has the authority to fill the position with a temporary employee who will receive the same salary and benefits as a permanent staff member. The board will act on the superintendent's recommendation to fill the vacancy at its next regular meeting.

- Cross References: Board Policy 1610 Conflicts of Interest  
Board Policy 5251 Conflicts of Interest  
Board Policy 5006 Certification Revocation  
Board Policy 5281 Disciplinary Action and Discharge  
Board Policy 5520 Staff Development  
Board Policy 5610 Substitute Employment  
Board Policy 6530 Insurance
- Legal References: RCW 28A.320.155 Criminal history record information--School Volunteers  
RCW 28A.400.300 Hiring and discharging employees--Leaves for employees  
RCW 28A.400.303 Record checks for employees  
RCW 28A.405.060 Course of study and regulations--Enforcement-Withholding  
RCW 28A.405.210 Conditions and contracts of employment-Determination of  
RCW 28A.410.010 Certification--Background check  
RCW 9.96A.020 Employment, occupational licensing by public  
RCW 43.43.830-40 Washington State Criminal Code Records  
RCW 50.44.050 Benefits Payable, Terms and Conditions  
RCW 50.44.053 Definition of "reasonable assurance"  
P.L.99-603 Immigration Reform and Control Act of 1986(IRCA)  
P.L.104-193 Personal Responsibility and Work Opportunity  
WAC 162-12Pre-employment Inquiry Guide (Human Rights Commission)  
WAC 180-16-220 Supplemental Program Requirements  
WAC 181-79A Standards for Teacher, Administrator and Educational Staff Associate  
WAC 181-82-105 Assignment of classroom teachers within districts  
WAC 181-82-110 Exceptions to classroom teacher assignment policy  
WAC 181-85 Professional certification—Continuing education  
WAC 392-300-050 Access to record check data base  
WAC 392-300-055 Prohibition of dissemination of fingerprint record information  
WAC 392-300-060 Protection of fingerprint record information by education service  
WAC 446-20-285 Employment--Conviction Records
- Management Resources: Policy News, August 1998 District Must Report New Hires  
Policy News, February 1999 Local Boards Decide Endorsement Waivers  
Policy News, June 1999 School Safety Bills Impact Policy  
Policy News, October 2001 Updates from the State Board of Education  
Policy News, April 2004 School Employee Sexual Misconduct  
Policy News, October 2005 Public Disclosures  
Policy News, October 2005 Sex Offender Reporting Requirements  
Policy News, October 2010 Employment Disclosures

### CERTIFICATION REVOCATION

The board of directors recognizes its responsibility to protect students from physical and/or emotional harm. Staff members are expected to exhibit "good moral character and personal fitness" as they teach or supervise students. Staff members will not engage in unprofessional conduct including, but not limited to:

- A. the related acts of immorality and/or intemperance;
- B. violation of written contract;
- C. crime against the state or involving the physical neglect of children;
- D. the physical injury of children;
- E. sexual misconduct with children or students;
- F. misrepresentation or falsification in the course of professional practice;
- G. possession, use or consumption or being under the influence of alcohol or of a controlled substance on school premises or at a school-sponsored activity involving students;
- H. disregard or abandonment of generally recognized professional standards;
- I. abandonment of contract for professional services;
- J. unauthorized professional practice;
- K. illegal furnishing of alcohol or a controlled substance, including marijuana (cannabis), to a student; or
- L. improper remunerative conduct.

Unprofessional conduct will not include matters such as insubordination, violation of the collective bargaining agreement or other employment related acts correctable by the district or other civil remedies. When the superintendent possesses sufficient reliable information to believe that a certificated employee is not of good moral character or personally fit or has committed an act of unprofessional conduct, within a reasonable period of time of making such determination, he/she will file a written complaint with the superintendent of public instruction.

If the district is considering action to discharge a staff member, the superintendent need not file such complaint until ten calendar days after making the final decision to serve or not serve formal notice of discharge. Such written complaint will state the grounds for revocation and summarize the factual basis upon which a determination has been made that an investigation by the superintendent of public instruction is warranted. The Superintendent of Public Instruction will provide the affected certificate holder with a copy of such written complaint. Intentional failure to file a complaint is an act of unprofessional conduct and may be sufficient cause for revocation of the superintendent's professional education certificate. A staff member may voluntarily surrender his or her certificate. The superintendent will maintain a confidential file containing allegations and the findings related to his/her investigation.

Cross References:	Board Policy 5005 Board Policy 5281	Employment Disclosures, Certification, Disciplinary Action and Discharge
Legal References:	RCW 28A.400.320 RCW 28A.405.470 RCW 28A.410.090 RCW 28A.410.100 RCW 28A.410.110  WAC 181-79A WAC 181-86 WAC 181-87 WAC 181-79A-155	Mandatory termination of classified employees Mandatory termination of certified employees Revocation of Authority to teach--Method--Grounds Revocation of authority to teach--Hearings and appeals Reinstatement prohibited for crimes  Standards for teacher, administrator, and educational staff associate Professional certification-Policies and procedures for administration Professional Certification - Acts of Unprofessional Conduct Good Moral Character and Personal Fitness
Management Resources:	Policy & Legal News	February 2013 Policy Revisions

## **NONDISCRIMINATION AND AFFIRMATIVE ACTION**

### **Nondiscrimination**

The district will provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion and training. Such equal employment opportunity will be provided without discrimination with respect to race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, and provides equal access to the Boy Scouts and other designated youth groups. The board will designate a staff member to serve as the compliance officer.

### **Affirmative Action**

The district, as a recipient of public funds, is committed to undertake affirmative action which will make effective equal employment opportunities for staff and applicants for employment. Such affirmative action will include a review of programs, the setting of goals and the implementation of corrective employment procedures to increase the ratio of aged, persons with disabilities, ethnic minorities, women and Vietnam veterans who are under-represented in the job classifications in relationship to the availability of such persons having requisite qualifications. Affirmative action plans may not include hiring or employment preferences based on gender or race, including color, ethnicity or national origin. Such affirmative action will also include recruitment, selection, training, education and other programs.

The superintendent will develop an affirmative action plan which specifies the personnel procedures to be followed by the staff of the district and will ensure that no such procedures discriminate against any individual. Reasonable steps will be taken to promote employment opportunities of those classes that are recognized as protected groups--aged, handicapped, ethnic minorities and women and Vietnam veterans, although under state law racial minorities and women may not be treated preferentially in public employment. This policy, as well as the affirmative action plan, regulations and procedures developed according to it, will be disseminated widely to staff in all classifications and to all interested patrons and organizations. Progress toward the goals established under this policy will be reported annually to the board.

### **Employment of Persons with Disabilities**

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

- A. No qualified person with disabilities will, solely by reason of a disability, be subjected to discrimination, and the district will not limit, segregate or classify any applicants for employment or any staff member in any way that adversely affects his/her opportunities or status because of a disability. This prohibition applies to all aspects of employment from recruitment to promotions and includes fringe benefits and other elements of compensation.
- B. The district will make reasonable accommodation to 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 on the operation of the district program. Such reasonable accommodations may include:
  1. Making facilities used by staff readily accessible and usable by persons with disabilities; and
  2. 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. In determining whether or not accommodation would impose an undue hardship on the district, factors to be considered include the nature and cost of the accommodation.
- C. The District will not make use any employment tests or criteria that screen out persons with disabilities unless the test of criteria is clearly and specifically job related. Also, the District will not use such tests or criteria if alternative test or criteria (that do not screen out persons with disabilities) are available.

- D. While the district may not make pre employment inquiry 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.
- E. Any staff member who believes that there has been a violation of this policy or the law prohibiting discrimination because of a disability may initiate a grievance through the procedures for staff complaints.

**Nondiscrimination for Military Service**

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

Cross References:	Policy 2030 Policy 5270 Policy 5407	Service Animals in Schools Resolution of Staff Complaints Military Leave
Legal References:	RCW 28A.400.310 RCW 28A.640.020 RCW 28A.642 RCW 49.60 RCW 49.60.030 RCW 49.60.180 RCW 49.60.400 RCW 73.16 WAC 392-190 WAC 392-190-0592 42 USC 2000e1-2000e10 42 USC § 1681-1688 42 U.S.C. 12101 - 12213 8 USC 1324 38 USC §§ 4301-4333 29 USC 794 34 CFR § 104 38 USC § 4212	Law against discrimination applicable to districts employment Regulations, guidelines to eliminate discrimination Discrimination prohibition Discrimination-Human rights commission Freedom from discrimination-Declaration of civil rights Unfair practices of employers Discrimination, preferential treatment prohibited Employment and Re-employment Equal Education Opportunity-Unlawful discrimination prohibited Public school employment--Affirmative action program Title VII of the Civil Rights Act of 1964 Title IX Educational Amendments of 1972 Americans with Disabilities Act (IRCA) Immigration Reform and Control Act of 1986 Uniformed Services Employment and re-employment Rights Act Vocational Rehabilitation Act of 1973 Nondiscrimination on the basis of handicap Vietnam Era Veterans Readjustment Act of 1974 (VEVRAA)
Manage Resources:	Policy & Legal News, June 2013 Policy News, June 2011 Policy News, February 2011 Policy News, August 2007 Policy News, June 2001 Policy News, April 2017	

## **NONDISCRIMINATION AND AFFIRMATIVE ACTION**

### **Nondiscrimination**

To ensure fairness and consistency, the following grievance procedure is to be used in the district's relationship with its staff with regard to employment problems covered by state and federal equal employment opportunity laws and/or this affirmative action program. No staff member's status with the district will be adversely affected in any way because the staff member utilized these procedures. As used in this procedure, "grievance" will mean a complaint which has been filed by a complainant relating to alleged violations of any state or federal anti-discrimination laws. A complaint will mean a charge alleging specific acts, conditions or circumstances which are in violation of the anti-discrimination laws. A "respondent" will mean the person alleged to be responsible or who may be responsible for the violation alleged in the complaint. The primary purpose of this procedure is to secure an equitable solution to a justifiable complaint and the following steps will be taken:

### **Affirmative Action Plan**

The needs of all persons in a pluralistic society must be understood in order to continue to create an employment atmosphere compatible with and receptive to all persons. The following goals will assure that a meaningful educational experience may continue to exist for students and staff alike. The district will:

- A. Make efforts to modify the composition of the future work force in order to work toward a full utilization of aged, persons with disabilities, ethnic minorities, women and Vietnam veterans in the various job categories.
- B. Ensure that all applicants and staff are considered on the basis of bona fide job-related qualifications. The purpose of the affirmative action plan is to actively include persons of under-utilized classes in the employment process, not to exclude others from it. The district will continue to emphasize in all recruitment contacts that nondiscrimination is a basic element in the district's personnel procedures.
- C. Be responsible for reviewing all employment procedures and programs to assure that there is no indication of discriminatory practices. The district will continue to use aged, persons with disabilities, ethnic minorities, women and Vietnam veterans in the recruitment and employment process. Job descriptions for classified staff will be sent to the Washington Employment Service and other organizations which are recruiting sources for groups that may be under-utilized in the district's work force. Recruitment from colleges and universities will include institutions with high percentages of students of various ethnic minorities.
- D. Contract and purchase all goods and services from persons, agencies, vendors, contractors and organizations who comply with the appropriate laws and executive orders regarding discrimination.
- E. Take appropriate action to attract and retain aged, persons with disabilities, ethnic minorities, women, Vietnam Veterans, and other military veterans at all levels and in all segments of the district's work force. Criteria for selecting staff will be reviewed regularly to assure that such statements relate directly to the requirements for specific positions. However, pursuant to state law, there will be no preferential employment practices based on race or gender.
- F. Upgrade present staff by providing management development training to assure that individuals of under-utilized groups are prepared for positions of new and increased responsibility.
- G. Implementation of the affirmative action plan will be the responsibility of the superintendent.
- H. Administrators will assist in the attainment of the established goals and purposes of this affirmative action plan.

### **Dissemination**

The district will disseminate information concerning employment and developments under the affirmative action plan on a planned basis to assist in achieving the goals set forth in this plan. Affirmative action information will be disseminated by:

- A. Printing and distributing such information to staff, school libraries and offices;
- B. Publicizing such information in district newsletters;
- C. Conducting meetings with administrative staff to explain the intent and advantages of the policy and plan;
- D. Conducting faculty meetings and meetings with classified staff;
- E. Informing appropriate and interested recruiting and hiring sources; and
- F. Informing all representative staff groups in the district.

### **Male/Female Balance and Staff Goals**

The profile of the district's current utilization of women is set forth in the district's affirmative action plan. The district will strive to achieve a rate of employment in regard to sex at least equivalent to the goals set forth in the district's affirmative action plan. The district will see that measurable efforts are made in the utilization of women for higher levels of responsibility in both certificated and classified positions. The district will make good faith effort to recruit, interview and employ individuals consistent with the district commitment to nondiscrimination and affirmative action for all positions and in every department, school and level of operation. Preferential or adverse employment practices, including demotions or termination will not be used to meet stated goals or time lines.

### **Administrators**

Goal: To place females in administrative positions.  
Objectives: To place females in administrative positions as they become available which falls within a range of 50 % men and/or women, without using preferential employment practices.  
To identify qualified potential candidates from outside the district for consideration for future openings.

### **Principals and Assistant Principals**

Goal: To place females in principal positions.  
Objective: To place females in principal and assistant principal positions as they occur and trained women are available, without using preferential employment practices.

### **Teachers: Elementary or Grades K-8**

Goal: To provide each student with the opportunity to experience both male and female homeroom teachers during the primary as well as the intermediate grades.  
Objective: To achieve a staff which falls within a range of 50 % men and/or women in the primary as well as the intermediate grades at each school without using preferential employment practices.

### **Teachers: Secondary or Grades 9-12**

Goal: To provide students with the opportunity to work with male and female staff in both curricular and extracurricular activities.  
Objective: To maintain a staff which falls within a range of 50 % men and/or women for classroom teachers and activity supervisors without using preferential employment practices.

### **Support Staff — Certificated and Classified**

Objective: To achieve a staff which falls within a range of 50 % men and/or women without using preferential employment practices.

### **Ethnic Minority Balance and Staff Goals**

The profiles of the district's current student ethnic minority population and the district's current ethnic minorities (American Indian/ Native American, Asian, Black and Hispanic) are set forth in the district's affirmative action plan. The district will strive to achieve a rate of employment for ethnic minorities in both certificated and classified areas as indicated in this plan without using preferential employment practices. These goals are a utilization level for certificated staff, at least equal to the percentage of ethnic minority student enrollment within the district. Final and interim goals are set out in the district's affirmative action plan. The district will see that measurable efforts are made in the utilization of ethnic minorities for higher levels of responsibility in both certificated and classified positions without using preferential employment practices.

The district will make good faith effort to recruit, interview and employ individuals consistent with the district commitment to nondiscrimination and affirmative action for all positions and in every department, every school and at every level of operation. Preferential or adverse employment practices, including demotions or termination will not be used to meet stated goals or time lines.

**Administrators**

- Goal: To place ethnic minorities in administrative positions without using preferential employment practices.
- Objectives: To place ethnic minorities in administrative positions as they become available to progress toward the percentage of ethnic minorities in the current ethnic minority student enrollment. To identify qualified potential candidates from outside the district for consideration for future openings.

**Principals and Assistant Principals**

- Goal: To place ethnic minorities in principal positions.
- Objective: To place ethnic minorities in principal and assistant principal positions as they occur and trained applicants are available without using preferential employment practices.

**Teachers: Elementary or Grades K-8**

- Goal: To provide each student with the opportunity to experience ethnic minority homeroom teachers during the primary as well as the intermediate grades without using preferential employment practices.
- Objective: To achieve a staff of primary and intermediate teachers in which the percentage of ethnic minorities is comparable to that of the current ethnic minority student enrollment.

**Teachers: Secondary or Grades 9-12**

- Goal: To provide students with the opportunity to work with ethnic minority staff in both curricular and extracurricular activities.
- Objective: To maintain a staff of classroom teachers and activity supervisors in which the percentage of ethnic minorities is comparable to that of the current ethnic minority student enrollment without using preferential employment practices.

**Support Staff - Certificated and Classified**

- Objective: To achieve a staff of certificated and classified support staff in which the percentage of ethnic minorities is comparable to that of the current ethnic minority student enrollment without using preferential employment practices.

**Aged Balance and Staff Goals**

The profile of the district's current age distribution of certificated and classified staff is set forth in the district's affirmative action plan. The district will strive to achieve a rate of employment for age categories for both certificated and classified staff as indicated in the district's affirmative action plan. The district will make good faith effort to recruit, interview and employ individuals consistent with the commitment to nondiscrimination and affirmative action providing the prospective staff member meets the requisite standards for the specific position.

**Administrators**

- Goal: To identify administrative positions where age is not a barrier to performance.
- Objective: To create opportunities for older prospective staff to work on a part-time basis when it would not deter the district's operations.



### **Teachers**

- Goal: To provide opportunities for students to work with older staff in both curricular and extracurricular activities.
- Objective: To create opportunities for older staff to work on a part-time basis in those situations where the staff member can serve as a role-model to the student or can share his/her breadth of experience.

### **Support Staff - Certificated and Classified**

- Goal: To identify positions in the district, either full-time or part-time, where age does not limit the performance of the prospective staff member.
- Objective: To place prospective staff who desire to work in positions where they are able to meet the expectations and/or needs of the district.

### **Persons with Disabilities Balance and Staff Goals**

The profile of the district's current distribution of certificated and classified staff with disabilities is set forth in the district's affirmative action plan. The district will strive to achieve a rate of employment for staff with disabilities in certificated and classified areas as indicated in the district's affirmative action plan. The district will make good faith effort to recruit, interview, and employ individuals consistent with the district's commitment to nondiscrimination and affirmative action providing the prospective staff member meets the requisite standards for the specific position. The ratio of placement will be equal to the ratio of employable persons with disabilities as compared to the persons without disabilities in the statistical area.

### **Administrators**

- Goal: To identify administrative positions where a disability is not a barrier to performance.
- Objective: To place administrators with disabilities in assignments when it would not deter the district's operations.

### **Teachers**

- Goal: To provide opportunities for students to work with teachers who have disabilities in both curricular and extracurricular activities.
- Objective: To place teachers with disabilities in assignments when it would not impair the instructional program.

### **Support Staff - Certificated and Classified**

- Goal: To identify positions within the district where a disability does not limit the performance of the prospective staff member.
- Objective: To place support staff with a disability in assignments when it would not deter the district's operations.

### **Internal Audit and Monitoring System**

The superintendent's office, in compliance with WAC 162-12, Pre-employment Inquiry Guide, will record by age, race, sex and other protected groups applicant flow, new hires, promotions, transfer requests, transfers, administrative internships and terminations. An analysis will be made of the internal and external work force availability of aged, persons without disabilities, ethnic minorities and women.

The district will evaluate the effectiveness of the nondiscrimination and affirmative action program and report its status to the board semiannually. Such reports may include recommendations for changes in the affirmative action program goals. The overall responsibility for monitoring and auditing this policy is assigned to the district office. The duties include:

- A. Analysis of the categories of employment in relation to affirmative action goals;
- B. Analysis of work force data and applicant flow;
- C. Maintaining records relative to affirmative action information;
- D. Preparation of semiannual reports of progress toward the goals and recommended changes required to maintain the vitality of the program;
- E. Identifying in a written report to the superintendent any employment practice or policy that is discriminatory or that does not meet the requirements of the affirmative action program; and
- F. Keeping the superintendent advised of the progress in implementing the goals and procedures of this affirmative action program.

### **Grievance Procedure**

To ensure fairness and consistency, the following review procedures are to be used in the district's relationship with its staff with regard to employment problems covered by state and federal equal employment opportunity laws and/or this affirmative action program. No staff member's status with the district will be adversely affected in any way because the staff member utilized these procedures.

- A. **Grievance** means a complaint which has been filed by an employee relating to alleged violations of any state or federal anti-discrimination laws.
- B. **Complaint** means a written charge alleging specific acts, conditions or circumstances, which are in violation of the anti-discrimination laws. The time period for filing a complaint is one year from the date of the occurrence that is the subject matter of the complaint. However, a complaint filing deadline may not be imposed if the complainant was prevented from filing due to: 1) Specific misrepresentation by the district that it had resolved the problem forming the basis of the complainant; or 2) Withholding of information that the district was required to provide under WAC 392-190-065 or WAC 392-190-005. Complaints may be submitted by mail, fax, e-mail or hand-delivery to any district/school employee or to the district compliance officer responsible for investigating discrimination complaints. Any district/school employee who receives a complaint that meets these criteria will promptly notify the compliance officer.
- C. **Respondent** means the person alleged to be responsible or who may be responsible for the violation alleged in the complaint.

The primary purpose of this procedure is to secure an equitable solution to a justifiable complaint. To this end, specific steps will be taken. The district is prohibited by law from intimidating, threatening, coercing or discriminating against any individual for the purpose of interfering with their right to file a grievance under this procedure and from retaliating against an individual for filing such a grievance.

### **Informal Process for Resolution**

When a staff member has an employment problem concerning equal employment opportunity, he/she will discuss the problem with the immediate supervisor, personnel director or superintendent within 60 days of the circumstances which gave rise to the problem. The staff member may also ask the compliance officer to participate in the informal review procedure. It is intended that the informal discussion will resolve the issue. If the staff member feels he/she cannot approach the supervisor because of the supervisor's involvement in the alleged discrimination, the staff member may directly contact the compliance officer before pursuing formal procedures. If the discussion with the officer or immediate supervisor does not resolve the issue the staff member may proceed to the formal review procedures.

### **Formal Process for Resolution: Level One – Complaint to District**

The complaint set forth the specific acts, conditions, or circumstances alleged to be in violation. Upon receipt of a complaint, the compliance officer will provide the complainant a copy of this procedure. The compliance officer will investigate the allegations within 30 calendar days. The school district and complainant may agree to resolve the complaint in lieu of an investigation. The officer will provide the superintendent with a full written report of the complaint and the results of the investigation.

The superintendent or designee will respond to the complainant with a written decision as expeditiously as possible, but in no event later than 30 calendar days following receipt of the written complaint, unless otherwise agreed to by the complainant or if exceptional circumstances related to the complaint require an extension of the time limit. In the event an extension is needed, the district will notify the complainant in writing of the reason for the extension and the anticipated response date. At the time the district responds to the complainant, the district must send a copy of the response to the office of the superintendent of public instruction.

The decision of the superintendent or designee will include: 1) a summary of the results of the investigation; 2) whether the district has failed to comply with anti-discrimination laws; 3) if non-compliance is found, corrective measures the district deems necessary to correct it; and 4) notice of the complainant's right to appeal to the school board and the necessary filing information. The superintendent's or designee's response will be provided in a language the complainant can understand and may require language assistance for complainants with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964. Any corrective measures deemed necessary will be instituted as expeditiously as possible, but in no event later than 30 calendar days following the superintendent's mailing of a written response to the complaining party unless otherwise agreed to by the complainant.

#### **Level Two - Appeal to Board of Directors**

If a complainant disagrees with the superintendent's or designee's written decision, , the complainant may file a written notice of appeal with the secretary of the board within ten (10) calendar days following the date upon which the complainant received the response. The date upon which the complainant received the superintendent's response. The board will schedule a hearing to commence by the twentieth (20) calendar day following the filing of the written notice of appeal unless otherwise agreed to by the complainant and the superintendent or for good cause. Both parties will be allowed to present such witnesses and testimony as the board deems relevant and material. Unless otherwise agreed to by the complainant, the board will render a written decision within thirty (30) calendar days following the filing of the notice of appeal and provide the complainant with a copy of the decision. The decision of the board will be provided in a language the complainant can understand, which may require language assistance for complainants with limited English proficiency in accordance with Title VI of the Civil Rights Act. The decision will include notice of the complainant's right to appeal to the superintendent of public instruction and will identify where and to whom the appeal must be filed. The district will send a copy of the appeal decision to the Office of the Superintendent of Public Instruction.

#### **Level Three - Complaint to the Superintendent of Public Instruction**

If a complainant disagrees with the decision of the board of directors, or if the district fails to comply with this procedure, the complainant may file a complaint with the superintendent of public instruction.

1. A complaint must be received by the Superintendent of Public Instruction on or before the twentieth (20) calendar day following the date upon which the complainant received written notice of the board of directors' decision, unless the Superintendent of Public Instruction grants an extension for good cause. Complaints may be submitted by mail, fax, electronic mail, or hand delivery.
2. A complaint must be in writing and include: 1) A description of the specific acts, conditions or circumstances alleged to violate applicable anti-discrimination laws; 2) The name and contact information, including address, of the complainant; 3) The name and address of the district subject to the complaint; 4) A copy of the district's complaint and appeal decision, if any; and 5) A proposed resolution of the complaint or relief requested. If the allegations regard a specific student, the complaint must also include the name and address of the student, or in the case of a homeless child or youth, contact information.

3. Upon receipt of a complaint, the Office of the Superintendent of Public Instruction may initiate an investigation, which may include conducting an independent on-site review. OSPI may also investigate additional issues related to the complaint that were not included in the initial complaint or appeal to the superintendent or board. Following the investigation, OSPI will make an independent determination as to whether the district has failed to comply with RCW 28A.642.010 or Chapter 392-190, WAC and will issue a written decision to the complainant and the district that addresses each allegation in the complaint and any other noncompliance issues it has identified. The written decision will include corrective actions deemed necessary to correct noncompliance and documentation the district must provide to demonstrate that corrective action has been completed. All corrective actions must be completed within the timelines established by OSPI in the written decision unless OSPI grants an extension. If timely compliance is not achieved, OSPI may take action including but not limited to referring the district to appropriate state or federal agencies empowered to order compliance. A complaint may be resolved at any time when, before the completion of the investigation, the district voluntarily agrees to resolve the complaint. OSPI may provide technical assistance and dispute resolution methods to resolve a complaint.

#### **Level Four – Administrative Hearing**

A complainant or school district that desires to appeal the written decision of the Office of the Superintendent of Public Instruction may file a written notice of appeal with OSPI within thirty (30) calendar days following the date of receipt of that office's written decision. OSPI will conduct a formal administrative hearing in conformance with the Administrative Procedures Act, Chapter 34.05, RCW.

#### **Mediation**

At any time during the discrimination complaint procedure set forth in WAC 392-190-065 through 392-190-075, a district may, at its own expense, offer mediation. The complainant and the district may agree to extend the discrimination complaint process deadlines in order to pursue mediation. The purpose of mediation is to provide both the complainant and the district an opportunity to resolve disputes and reach a mutually acceptable agreement through the use of an impartial mediator. Mediation must be voluntary and requires the mutual agreement of both parties. It may be terminated by either party at any time during the mediation process. It may not be used to deny or delay a complainant's right to utilize the complaint procedures.

Mediation must be conducted by a qualified and impartial mediator who may not:

1. Be an employee of any school district, public charter school, or other public or private agency that is providing education related services to a student who is the subject of the complaint being mediated; or
- 2) Have a personal or professional conflict of interest. A mediator is not considered an employee of the district or charter school or other public or private agency solely because he or she serves as a mediator. If the parties reach agreement through mediation, they may execute a legally binding agreement that sets forth the resolution and states that all discussions that occurred during the course of mediation will remain confidential and may not be used as evidence in any subsequent complaint, due process hearing or civil proceeding. The agreement must be signed by the complainant and a district representative who has authority to bind the district.

#### **Preservation of Records**

The files containing copies of all correspondence relative to each complaint communicated to the district and the disposition, including any corrective measures instituted by the district, be retained in the office of the district compliance officer for a period of 6 years.

**Resources:**

**District Contact**

Title IX Officer/Director of Business & Operations, Bic Hall  
Granger School District No. 204  
701 E Avenue  
Granger, WA 98932  
509-854-1515, ext. 5135

**State Contacts**

Superintendent of Public Instruction  
Equity and Civil Rights Office  
P.O. Box 47200  
Olympia, WA 98504-7200  
360.725.6162

Washington State Human Rights Commission  
711 South Capitol Way, Suite 402  
P.O. Box 42490  
Olympia, WA 98504-2490  
360.753.6770

Office of Civil Rights  
U.S. Department of Education  
915 Second Avenue, Room 3310  
Seattle, WA 98174  
206.607.1600

## **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 or school 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.

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

- acts of sexual violence;
- unwelcome sexual or gender-directed conduct or communication that interferes with an individual's employment performance or creates an intimidating, hostile, or offensive environment;
- unwelcome sexual advances;
- unwelcome requests for sexual favors;
- sexual demands when submission is a stated or implied condition of obtaining a 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 intimidating, 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 the sexual harassment, eliminate the hostile environment, prevent its recurrence 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 ongoing 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 other 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 time lines and delineate staff responsibilities under this policy. Any school employee who witnesses sexual harassment or receives a 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. Reports of discrimination and discriminatory harassment will be referred to the district’s Title IX/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 easily understood and conspicuously posted throughout each school building, provided to each employee and reproduced 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.

Cross References:	Board Policy 3207	Prohibition of Harrassment, Intimidation and Bullying
	Board Policy 3210	Nondiscrimination
	Board Policy 3240	Student Conduct
	Board Policy 3421	Child Abuse, Neglect and Exploitation Prevention
	Board Policy 5010	Nondiscrimination and Affirmative Action
	Board Policy 5281	Disciplinary Action and Discharge

Legal References:	RCW 28A.640.020	Regulations, guidelines to eliminate discrimination
	WAC 392-190-058	Sexual harassment

Management Resources:	Policy News, October 2011
	Policy News, December 2014

## **SEXUAL HARASSMENT OF DISTRICT STAFF PROHIBITED**

The procedure is intended to set forth the requirements of Policy 5011, including the process for a prompt, thorough, and equitable investigation of allegations of sexual harassment and the need to take appropriate steps to resolve such situations. If sexual harassment is found to have created a hostile environment, staff must take immediate action to eliminate the harassment, prevent its reoccurrence, and address its effects.

This procedure applies to sexual harassment (including sexual violence) targeted at district employees carried out by other students, employees or third parties involved in school district activities. The district has jurisdiction over these complaints pursuant to Title IX of the Education Amendments of 1972, Chapter 28A.640, RCW and Chapter 392-190 WAC.

### **Notice**

Information about the district's sexual harassment policy will be easily understandable and conspicuously posted throughout each school building, provided to each employee and reproduced in each staff, volunteer and parent handbook.

In addition to the posting and reproduction of this procedure and Policy 5011, the district will provide annual notice to employees that complaints pursuant to this procedure may be filed at [insert address of district administrative office].

### **Staff Responsibilities**

In the event of an alleged sexual assault, the school principal will immediately inform: 1) the Title IX/Civil Rights Compliance Coordinator so that the district can appropriately respond to the incident consistent with its own grievance procedures; and 2) law enforcement. The principal will notify the targeted district staff person of their right to file a criminal complaint and a sexual harassment complaint simultaneously.

### **Confidentiality**

If a complainant requests that his or her name not be revealed to the alleged perpetrator or asks that the district not investigate or seek action against the alleged perpetrator, the request will be forwarded to the [insert title of appropriate district employee(s)] for evaluation. The [insert title of appropriate district employee(s)] should inform the complainant that honoring the request may limit its ability to respond fully to the incident, including pursuing disciplinary action against the alleged perpetrator.

If the complainant still requests that his or her name not be disclosed to the alleged perpetrator or that the district not investigate or seek action against the alleged perpetrator, the district will need to determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students, staff and other third parties engaging in district activities, including the person who reported the sexual harassment. Although a complainant's request to have his or her name withheld may limit the district's ability to respond fully to an individual allegation of sexual harassment, the district will use other appropriate means available to address the sexual harassment.

### **Retaliation**

Title IX prohibits retaliation against any individual who files a complaint under these laws or participates in a complaint investigation. When an informal or formal complaint of sexual harassment is made, the district will take steps to stop further harassment and prevent any retaliation against the person who made the complaint, was the subject of the harassment, or against those who provided information as a witness. The district will investigate all allegations of retaliation and take actions against those found to have retaliated.



### **Informal Complaint Process**

Anyone may use informal procedures to report and resolve complaints of sexual harassment. Informal reports may be made to any staff member. Staff will always notify complainants of their right to file a formal complaint and the process for same. Staff will also direct potential complainants to the Title IX Coordinator. Additionally, staff will also inform an appropriate supervisor or professional staff member when they receive complaints of sexual harassment, especially when the complaint is beyond their training to resolve or alleges serious misconduct.

During the course of the informal complaint process, the district will take prompt and effective steps reasonably calculated to end any harassment and to correct any discriminatory effects on the complainant. If an investigation is needed to determine what occurred, the district will take interim measures to protect the complainant before the final outcome of the district's investigation (e.g., allowing the complainant to change academic or extracurricular activities or break times to avoid contact with the alleged perpetrator).

Informal remedies may include:

- An opportunity for the complainant to explain to the alleged harasser that his or her conduct is unwelcome, offensive or inappropriate, either in writing or face-to-face;
- A statement from a staff member to the alleged harasser that the alleged conduct is not appropriate and could lead to discipline if proven or repeated;
- A general public statement from an administrator in a building reviewing the district sexual harassment policy without identifying the complainant;
- Developing a safety plan;
- Separating staff persons; or
- Providing staff and/or student training.

Informal complaints may become formal complaints at the request of the complainant, parent or guardian, or because the district believes the complaint needs to be more thoroughly investigated. The district will inform the complainant how to report any subsequent problems. Additionally, the district will conduct follow-up inquiries to see if there have been any new incidents or instances of retaliation, and to promptly respond and appropriately address continuing or new problems. Follow-up inquiries will follow a timeline agreed to by the district and complainant.

### **Formal Complaint Process: Level One – Complaint to District**

Anyone may initiate a formal complaint of sexual harassment, even if the informal complaint process is being utilized. At any level in the formal complaint process, the district will take interim measures to protect the complainant before the final outcome of the district's investigation.

The following process will be followed:

#### **Filing of Complaint**

- All formal complaints will be in writing and will set forth the specific acts, conditions or circumstances alleged to have occurred and to constitute sexual harassment. The Title IX Coordinator may draft the complaint based on the report of the complainant for the complainant to review and approve. The superintendent or Title IX Coordinator may also conclude that the district needs to conduct an investigation based on information in his or her possession, regardless of the complainant's interest in filing a formal complaint.

- The time period for filing a complaint is one year from the date of the occurrence that is the subject matter of the complaint. However, a complaint filing deadline may not be imposed if the complainant was prevented from filing due to: 1) Specific misrepresentations by the district that it had resolved the problem forming the basis of the complaint; or 2) Withholding of information that the district was required to provide under WAC 392-190-065 or WAC 392-190-005.
- Complaints may be submitted by mail, fax, e-mail or hand-delivery to the district Title IX Coordinator. Any district employee who receives a complaint that meets these criteria will promptly notify the Coordinator.

### **Investigation and Response**

- The Title IX Coordinator will receive and investigate all formal, written complaints of sexual harassment or information in the coordinator's possession that they believe requires further investigation. The Coordinator will delegate his or her authority to participate in this process if such action is necessary to avoid any potential conflicts of interest. Upon receipt of a complaint, the Coordinator will provide the complainant a copy of this procedure.
- Investigations will be carried out in a manner that is adequate in scope, reliable and impartial. During the investigation process, the complainant and accused party or parties, if the complainant has identified an accused harasser(s), will have an equal opportunity to present witnesses and relevant evidence. Complainants and witnesses may have a trusted adult with them during any district-initiated investigatory activities. The school district and complainant may also agree to resolve the complaint in lieu of an investigation.
- When the investigation is completed, the Coordinator will compile a full written report of the complaint and the results of the investigation.

### **Superintendent Response**

- The superintendent will respond in writing to the complainant and the alleged perpetrator within thirty (30) calendar days of receipt of the complaint, unless otherwise agreed to by the complainant or if exceptional circumstances related to the complaint require an extension of the time limit. In the event an extension is needed, the district will notify the complainant in writing of the reason for the extension and the anticipated response date. At the time the district responds to the complainant, the district must send a copy of the response to the office of the superintendent of public instruction.
- The response of the superintendent or designee will include: 1) a summary of the results of the investigation; 2) a statement as to whether a preponderance of the evidence establishes that the complainant was sexually harassed ; 3) if sexual harassment is found to have occurred, the corrective measures the district deems necessary, including assurance that the district will take steps to prevent recurrence and remedy its effects on the complainant and others, if appropriate; 4) notice of the complainant's right to appeal to the school board and the necessary filing information; and 5) any corrective measures the district will take, remedies for the complainant (e.g., sources of counseling, advocacy and other support), and notice of potential sanctions for the perpetrator(s) (e.g., discipline).
- The superintendent's or designee's response will be provided in a language the complainant can understand and may require language assistance for complainants with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964. If the complaint alleges discriminatory harassment by a named party or parties, the coordinator will provide the accused party or parties with notice of the outcome of the investigation and notice of their right to appeal any discipline or corrective action imposed by the district.

- Any corrective measures deemed necessary will be instituted as quickly as possible, but in no event more than thirty (30) days after the superintendent's mailing of a written response, unless the accused is appealing the imposition of discipline and the district is barred by due process considerations or a lawful order from imposing the discipline until the appeal process is concluded. Staff may also pursue complaints through the appropriate collective bargaining agreement process or anti-discrimination policy.
- The district will inform the complainant how to report any subsequent problems. Additionally, the district will conduct follow-up inquiries to see if there have been any new incidents or instances of retaliation, and to promptly respond and appropriately address continuing or new problems. Follow-up inquiries will follow a timeline agreed to by the district and complainant.

### **Level Two -Appeal to Board of Directors**

#### **Notice of Appeal and Hearing**

- If a complainant disagrees with the superintendent's or designee's written decision, the complainant may appeal the decision to the district board of directors , by filing a written notice of appeal with the secretary of the board within ten (10) calendar days following the date upon which the complainant received the response.
- The board will schedule a hearing to commence by the twentieth (20th) calendar day following the filing of the written notice of appeal, unless otherwise agreed to by the complainant and the superintendent or for good cause.
- Both parties will be allowed to present such witnesses and testimony as the board deems relevant and material.

#### **Decision**

- Unless otherwise agreed to by the complainant, the board will render a written decision within thirty (30) calendar days following the filing of the notice of appeal and provide the complainant with a copy of the decision.
- The decision will be provided in a language that the complainant can understand which may require language assistance for complainants with limited English proficiency in accordance with Title VI of the Civil Rights Act.
- The decision will include notice of the complainant's right to appeal to the Superintendent of Public Instruction and will identify where and to whom the appeal must be filed. The district will send a copy of the appeal decision to the office of the superintendent of public instruction.

### **Level Three - Complaint to the Superintendent of Public Instruction: Filing of Complaint**

- If a complainant disagrees with the decision of the board of directors, or if the district fails to comply with this procedure, the complainant may file a complaint with the Superintendent of Public Instruction.
- A complaint must be received by the Superintendent of Public Instruction on or before the twentieth (20) calendar day following the date upon which the complainant received written notice of the board of directors' decision, unless the Superintendent of Public Instruction grants an extension for good cause. Complaints may be submitted by mail, fax, electronic mail, or hand delivery.
- A complaint must be in writing and include: 1) A description of the specific acts, conditions or circumstances alleged to violate applicable anti-sexual harassment laws; 2) The name and contact information, including address, of the complainant; 3) The name and address of the district subject to the complaint; 4) A copy of the district's complaint and appeal decision, if any; and 5) A proposed resolution of the complaint or relief requested. If the allegations regard a specific student, the complaint must also include the name and address of the student, or in the case of a homeless child or youth, contact information.

### **Investigation, Determination and Corrective Action**

- Upon receipt of a complaint, the Office of the Superintendent of Public Instruction may initiate an investigation, which may include conducting an independent on-site review. OSPI may also investigate additional issues related to the complaint that were not included in the initial complaint or appeal to the superintendent or board.
- Following the investigation, OSPI will make an independent determination as to whether the district has failed to comply with RCW 28A.642.010 or Chapter 392-190, WAC and will issue a written decision to the complainant and the district that addresses each allegation in the complaint and any other noncompliance issues it has identified. The written decision will include corrective actions deemed necessary to correct noncompliance and documentation the district must provide to demonstrate that corrective action has been completed.
- All corrective actions must be completed within the timelines established by OSPI in the written decision unless OSPI grants an extension. If timely compliance is not achieved, OSPI may take action including but not limited to referring the district to appropriate state or federal agencies empowered to order compliance.

A complaint may be resolved at any time when, before the completion of the investigation, the district voluntarily agrees to resolve the complaint. OSPI may provide technical assistance and dispute resolution methods to resolve a complaint.

### **Level Four - Administrative Hearing**

A complainant or school district that desires to appeal the written decision of the Office of the Superintendent of Public Instruction may file a written notice of appeal with OSPI within thirty (30) calendar days following the date of receipt of that office's written decision. OSPI will conduct a formal administrative hearing in conformance with the Administrative Procedures Act, Chapter 34.05, RCW.

### **Other Complaint Options**

Office for Civil Rights (OCR), U.S. Department of Education

OCR enforces several federal civil rights laws, which prohibit discrimination in public schools on the basis of race, color, national origin, sex, disability, and age. File complaints with OCR within 180 calendar days of the date of the alleged discrimination.

206-607-1600 | TDD: 1-800-877-8339 | [OCR.Seattle@ed.gov](mailto:OCR.Seattle@ed.gov) | [www.ed.gov/ocr](http://www.ed.gov/ocr)

Washington State Human Rights Commission (WSHRC)

WSHRC enforces the Washington Law Against Discrimination (RCW 49.60), which prohibits discrimination in employment and in places of public accommodation, including schools. File complaints with WSHRC within six months of the date of the alleged discrimination.

1-800-233-3247 | TTY: 1-800-300-7525 | [www.hum.wa.gov](http://www.hum.wa.gov)

### **Mediation**

At any time during the complaint procedure set forth in WAC 392-190-065 through 392-190-075, a district may, at its own expense, offer mediation. The complainant and the district may agree to extend the complaint process deadlines in order to pursue mediation.

The purpose of mediation is to provide both the complainant and the district an opportunity to resolve disputes and reach a mutually acceptable agreement through the use of an impartial mediator. Mediation must be voluntary and requires the mutual agreement of both parties. It may be terminated by either party at any time during the mediation process. It may not be used to deny or delay a complainant's right to utilize the complaint procedures.

Mediation must be conducted by a qualified and impartial mediator who may not:

1) Be an employee of any school district, public charter school, or other public or private agency that is providing education related services to a student who is the subject of the complaint being mediated; or 2) Have a personal or professional conflict of interest. A mediator is not considered an employee of the district or charter school or other public or private agency solely because he or she serves as a mediator.

If the parties reach agreement through mediation, they may execute a legally binding agreement that sets forth the resolution and states that all discussions that occurred during the course of mediation will remain confidential and may not be used as evidence in any subsequent complaint, due process hearing or civil proceeding. The agreement must be signed by the complainant and a district representative who has authority to bind the district.

### **Training and Orientation**

A fixed component of all district orientation sessions for staff, students and regular volunteers will introduce the elements of this policy. Staff will be provided information on recognizing and preventing sexual harassment. Staff will be fully informed of the formal and informal complaint processes and their roles and responsibilities under the policy and procedure.

Certificated staff will be reminded of their legal responsibility to report suspected child abuse, and how that responsibility may be implicated by some allegations of sexual harassment. Regular volunteers will get the portions of this component of orientation relevant to their rights and responsibilities.

Students will be provided with age-appropriate information on the recognition and prevention of sexual harassment and their rights and responsibilities under this and other district policies and rules at student orientation sessions and on other appropriate occasions, which may include parents.

As part of the information on the recognition and prevention of sexual harassment staff, volunteers, students and parents will be informed that sexual harassment may include, but is not limited to:

- Demands for sexual favors in exchange for preferential treatment or something of value;
- Stating or implying that a person will lose something if he or she does not submit to a sexual request;
- Penalizing a person for refusing to submit to a sexual advance, or providing a benefit to someone who does;
- Making unwelcome, offensive or inappropriate sexually suggestive remarks comments, gestures, or jokes; or remarks of a sexual nature about a person's appearance, gender or conduct;
- Using derogatory sexual terms for a person;
- Standing too close, inappropriately touching, cornering or stalking a person; or
- Displaying offensive or inappropriate sexual illustrations on school property.

### **Policy and Procedure Review**

Annually, the superintendent or designee will convene an ad hoc committee composed of representatives of certificated and classified staff, volunteers, students and parents to review the use and efficacy of this policy and procedure. The compliance officer will be included in the committee. Based on the review of the committee, the superintendent will prepare a report to the board including, if necessary, any recommended policy changes. The superintendent will consider adopting changes to this procedure if recommended by the committee.

**FORMAL SEXUAL HARASSMENT COMPLAINT FORM**

If you feel you have experienced sexual harassment beyond the informal level, complete the formal complaint form and sent it to either the Title IX Officer, Bic Hall, or the Affirmative Action Officer, Supt. Margarita C. Lopez .

Name of Complainant(s): \_\_\_\_\_

School or Workplace: \_\_\_\_\_ Phone: \_\_\_\_\_

Date(s) of Sexual Harassment occurrence: \_\_\_\_\_

Efforts made to resolve complaint prior to filing this information complaint: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name(s) of person(s) contacted regarding complaint: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date written complaint delivered: \_\_\_\_\_

Date reply received: \_\_\_\_\_

(Allow twenty [20] working days from date of delivery)

State the specific nature of complaint and other relevant facts and circumstances. Explain in narrative form and furnish sufficient background so as to identify the person(s), action(s), and/or omission(s) that led to the allegation. Attach additional pages as necessary.

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The adjustment I am seeking is: \_\_\_\_\_

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Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

All formal complaints will be filed with the Title IX and/or the Affirmative Action Officer. A Complaint Resolution Team will be made up of a building administrator, central office administrator, and any other member designated by the superintendent.

### **COLLECTIVE BARGAINING**

The board encourages and promotes a good and fair working relationship among the staff. The board recognizes the right of staff to join labor organizations of their own choosing and to be represented by such organizations in the negotiations of such matters and according to such procedures as may be required by law or agreement of the parties. The board will engage in collective bargaining with the properly designated bargaining units and will abide by collective bargaining agreements reached with such properly designated bargaining units.

The chief negotiator representing the district will be appointed by the board. The chief negotiator will advise and inform the board regarding negotiations' progress and will negotiate within parameters established by the board. Any agreements reached by the chief negotiator will not be binding upon the board until formally approved by the board.

Cross Reference:            Board Policy 5021            Applicability of Personnel Policies

Legal References:        RCW 41.56.060            Determination of bargaining unit--Bargaining representative  
                                  RCW 41.59.070            Election to ascertain exclusive bargaining representative



**APPLICABILITY OF PERSONNEL POLICIES**

Except where expressly provided to the contrary, personnel policies apply to the staff of the district. However, where there is a conflict between the terms of a collective bargaining agreement and the district's policy, the law provides that the terms of the collective bargaining agreement will prevail in regard to the staff covered by that agreement. When a matter is not specifically provided for in the appropriate negotiated contract, the district's policies will govern.

Cross Reference:	Board Policy 5020	Collective Bargaining
Legal References:	RCW 41.59.910	Construction of [public employment] chapter

## CONTRACTS

The district will contract annually with each applicable staff member. Such contract will be in conformity with state law and the policies and negotiated agreements of the district. The contract will be binding on the district and on the staff member and may not be abridged or abrogated during its term by either party except by mutual consent or as may be provided elsewhere in board policy or in negotiated agreements.

The contracts for certificated staff will be written for a period not to exceed one year. Upon the recommendation of the superintendent contracts for selected classified staff may be in writing and/or for a specific period of time not to exceed one year. Otherwise the employment of classified staff will be on a month-to-month basis commencing from the first day of work. Supplemental contracts, which are not subject to the continuing contract statute, will be issued for services to be rendered in addition to a staff member's normal "full-time" assignment.

### **Certificated Staff Contracts**

The district, upon recommendation of the superintendent and approval by a majority of the board of directors, will offer a certificated staff contract to the applicant so recommended and approved, such contract to state the salary to be paid based upon the applicable salary schedule, the number of days of service, effective date and term of the contract and to include the following statement:

"Failure to return this contract within ten (10) days of the above date of issuance will constitute a resignation or non acceptance of employment or re-employment."

The contract will also include the following statement: "This contract replaces the prior individual contract for the \_\_\_\_\_ school year."

And when applicable:

"This contract will be subject to the terms and conditions of any collective bargaining agreement between the district and the organization certified or recognized as the negotiating representative for the certificated staff employed by the board. In the event that any of the provisions of this individual staff member contract will be inconsistent with the provisions of any such collective bargaining agreement, then the terms of the collective bargaining agreement will prevail.

### **Provisional Employment**

The district will issue to certificated first, second and third year teaching or other non-supervisory certificated staff a "provisional contract" for "provisional employees" who are subject to non-renewal of employment as provided by law for such staff members. Staff who have completed a two year provisional term with another Washington State school district will be provisional employees only during their first year with the district. Such "provisional contract" will include the following rider: It is understood and agreed that the staff member has not completed three years of employment in a Washington State public school district and that the provisions of RCW 28A.405.220 are applicable during the first three years of certificated employment of the staff member by the district or first year of employment with the district if the staff member has completed at least two years of employment in another Washington State public school district. The superintendent may remove an employee from provisional status if the employee receives one of the top two evaluation ratings during the second year of employment in the district.

### **Retire-Rehires and Persons Replacing Certificated Staff on Leave**

The district will issue one-year, non-continuing contracts to persons who have retired from a certificated position in the state of Washington and are returning to employment under the retire-rehire provisions of state law. The district will issue "replacement employee" contracts upon the recommendation of the superintendent and action of the board, to certificated staff who replace certificated staff who have been granted leaves. Such contracts will be for the duration of the leave only and are not subject to the terms of the Continuing Contract Law. Such contracts will clearly state the terms and conditions of the contract. These contracts will include the following rider: It is understood and agreed that the staff member is employed pursuant to the provisions of RCW 28A.405.900. In accordance with the provisions of RCW 28A.405.900, this contract will expire automatically at the end of the contract terms set forth herein and is not subject to the provisions of RCW 28A.405.210.

### **Adjustments**

The district will provide for the review and adjustment of certificated staff contracts on the basis of information filed with the personnel office by October 1. The staff member will provide the personnel office, according to schedule, with the required information, including official college or university transcripts, official records of degrees completed, official records of approval and completion of authorized work for equivalent credits and all other pertinent data for contract adjustment purposes.

### **Supplemental Employment Agreements**

The district will issue separate supplemental employment agreements to certificated staff for service to be rendered in excess of a normal "full-time" assignment or for service to be rendered beyond the scheduled staff day or for service to be performed beyond the scheduled staff year. Supplemental contracts will also be issued for co-curricular activities and special responsibility assignments. Separate agreements will not exceed one year and if not renewed will not constitute an adverse change in contract status. Salary for services performed under supplemental employment agreements will be paid according to the current salary schedule for supervision of co-curricular activities or, in the case of extended time assignments, according to the applicable provisions for payment for the services rendered.

### **Consultants**

Consultant services may be obtained when unique knowledge or technical skills are needed. A description of desired services and an estimate of time and costs will be submitted to the Superintendent or designee for action. Compensation will be determined by the Superintendent or designee, but normally may not exceed that paid to a regular staff member with comparable duties. The honorarium paid to a consultant will be determined by the Superintendent or designee, taking into account cost incurred and benefits derived therefrom. Compensation classification of a consultant on a personal services contract or payroll will be determined in compliance with the guidelines of the Internal Revenue Service.

**Title 1 Employees**

All teachers working a program supported with Title 1 funds who were hired on or after the first day of the 2002-2003 school year will be highly qualified as defined by federal law and regulations. All paraprofessionals providing instructional support in a program supported by Title 1 funds hired after January 8, 2002 will have a secondary school diploma or a recognized equivalent and one 91) of the following:

1. Completed at least two (2) years of study at an institution of higher learning;
2. Obtained an associate's or higher degree; or
3. Met a rigorous standard of quality through a formal state or local assessment.

Cross References: Board Policy 5280 Probation, Non-renewal, Termination

Legal References: RCW 28A.330.100 Additional powers of the board  
RCW 28A.400.300 Hiring and discharging employees-Written leave policies-Seniority  
RCW 28A.400.315 Employment contracts [not retroactive]  
RCW 28A.405.210 Conditions and contracts of employment  
RCW 28A.405.220 Conditions and contracts of employment  
RCW 28A.405.240 Conditions and contracts of employment  
RCW 28A.405.900 Certain certificated employees exempt from chapter provisions  
20 USC § 6319 Qualifications for teachers and paraprofessionals

Management Resources: Policy News, August 2000  
Policy News, August 2003  
Policy News, October 2010

## **DRUG-FREE SCHOOLS, COMMUNITY AND WORKPLACE**

The board has an obligation to staff, students and citizens to take reasonable steps to provide a reasonably safe workplace and to provide safety and high quality performance for the students who the staff serve.

For purposes of this policy, the "workplace" is defined to mean the site for the performance of work done, which includes work done in connection with a federal grant. The "workplace" includes any district building or any district property; any district-owned vehicle or any other district-approved vehicle used to transport students to and from school or school activities; and off district property during any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the district which could also include work on a federal grant.

### **Prohibited Behavior**

To help maintain a drug-free school, community, and workplace, the following behaviors will not be tolerated:

- A. Reporting to work or the workplace under the influence of alcohol, illegal and/or controlled substances including marijuana (cannabis) and anabolic steroids.  
  
Using, possessing, transmitting alcohol, illegal and/or controlled substances, including marijuana (cannabis) and anabolic steroids, in any amount, in any manner, and at any time in the workplace.
- B. Any staff member convicted of a crime attributable to the use, possession, or sale of illegal and/or controlled substances, including marijuana (cannabis) and anabolic steroids, will be subject to disciplinary action, including termination.
- C. Using district property or the staff member's position within the district to make or traffic alcohol, illegal and/or controlled substances, including marijuana (cannabis) and anabolic steroids.
- D. Using, possessing or transmitting illegal and/or controlled substances, including marijuana (cannabis) and anabolic steroids.

### **Notification Requirements**

Any staff member who is taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of his/her job. If the use of a medication could compromise the safety of the staff member, other staff members, students or the public, it is the staff member's responsibility to use appropriate personnel procedures (e.g., use leave, request change of duty, or notify his/her supervisor of potential side effects) to avoid unsafe workplace practices. If a staff member notifies his/her supervisor that the use of medication could compromise the safe performance of his/her job, the supervisor, in conjunction with the district [insert district department/office (e.g. human resources)], then will determine whether the staff member can remain at work and whether any work restrictions will be necessary.

As a condition of employment, each employee will notify his or her supervisor of a conviction under any criminal drug statute violation occurring in the workplace. Such notification will be provided no later than 5 days after such conviction. The district will inform the federal granting agency within 10 days of such conviction, regardless of the source of the information.

### **Disciplinary Action**

Each employee will be notified of the district's policy and procedures regarding employee drug activity at work. Any staff member who violates any aspect of this policy will be subject to disciplinary action, which may include termination. As a condition of eligibility for reinstatement, an employee may be required to satisfactorily complete a drug rehabilitation or treatment program approved by the district, at the employee's expense. Nothing in this policy will be construed to guarantee reinstatement of any employee who violates this policy, nor does the district incur any financial obligation for treatment or rehabilitation ordered as a condition of eligibility for reinstatement.

The district may notify law enforcement agencies regarding a staff member's violation of this policy at the district's discretion or take other actions as it the district deems appropriate.

- Cross References: Board Policy 4215 Use of Tobacco and Nicotine Substances on School Property  
Board Policy 5203 Staff Assistance Program  
Board Policy 5280 Termination of Employment
- Legal References: RCW 69.50.435 Violations committed in or on certain public places or facilities  
21 U.S.C.§ 812 Controlled Substance Act  
20 USC§§7101-7118 Safe and Drug-Free Schools and Communities Act  
41 USC 8103 Drug Free Workplace Requirements for Federal Grant Recipients
- Management Resources: Policy & Legal News, February 2013  
Policy News, December 2011  
Policy News, February 1999

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION  
MANDATED DRUG AND ALCOHOL TESTING PROGRAM**

The superintendent/designee will establish programs and procedures as mandated by the Federal Motor Carrier Safety Administration (FMCSA) controlled substances, including marijuana (cannabis), and alcohol testing rules.

**Prohibited alcohol and controlled substance-related conduct:** The following alcohol and controlled substance-related activities are prohibited by the district for drivers required to possess a commercial driver's license (CDL) as part of their job responsibilities.

- A. Reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration in excess of the standard set by the FMCSA.
- B. Being on duty or operating a vehicle while the driver possesses alcohol or controlled substances in any amount.
- C. Using alcohol while performing safety-sensitive functions.
- D. When required to take a post-accident alcohol test, using alcohol within eight hours following the accident or prior to undergoing a post-accident alcohol test, whichever comes first.
- E. Refusing to submit to an alcohol or controlled substance test required by post-accident, random, reasonable suspicion, or follow-up testing requirements.
- F. Reporting for duty or remaining on duty when using any controlled substance, except when instructed by a physician who has advised the driver and the district in writing that the substance does not adversely affect the driver's ability to safely operate a vehicle. Drivers are required to inform the district of any therapeutic drug use upon it being prescribed, although the specific medication that has been prescribed does not have to be provided. The use of any medication that could affect a driver's safe job performance is prohibited while working.
- G. Reporting for duty, remaining on duty or driving if the driver tests positive or would test positive for controlled substances.

No supervisor, having actual knowledge of the above violations, will permit a driver to perform or continue to perform safety-sensitive functions.

Violations of this policy will result in appropriate corrective action ranging from removal from the performance of safety-sensitive functions up to and including discharge.

Cross References:	Board Policy 5201 Board Policy 5281	Drug-Free Schools, Community and Workplace Disciplinary Action and Discharge
Legal Reference:	49 CFR §40 49 CFR §§382	Procedures for transportation workplace drug and alcohol Controlled substances and alcohol use and testing
Management Resources:	Policy & Legal News, October 2015 Policy & Legal News, February 2013 Policy News, April 2012 Policy News, December 2001 Policy News, February 1999	

## FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION MANDATED DRUG AND ALCOHOL TESTING PROGRAM

**Testing Requirements:** The superintendent/designee is responsible for the development and implementation for procedures for conducting the tests and administering the exemptions consistent with federal rules. The following identify the occasions on which a CDL driver will be subject to alcohol or controlled substances testing.

- A. Pre-employment testing: Prior to the first time a driver performs a safety-sensitive function for the district, the driver will undergo testing for controlled substances. This testing requirement may be waived under FMCSA rules for CDL drivers recently employed elsewhere for whom testing records are available from their previous employers.
- B. Post-accident testing: Each surviving driver of an accident, as defined by the FMCSA, will be tested for alcohol and controlled substances.
- C. Random testing: Annually the district will arrange for the unannounced random alcohol and controlled substances testing of its drivers. Fifty percent (50%) of the district's drivers must be randomly selected for controlled substances testing each year, and ten percent (10%) of its drivers for alcohol testing (or whatever level of testing is required in a given year by the FMCSA). Alcohol testing under this program will take place just prior to, during or immediately after the driver engages in a safety-sensitive function for the district.
- D. Reasonable suspicion testing: A driver must submit to alcohol or controlled substance testing whenever a trained supervisor has a reasonable suspicion of alcohol misuse or controlled substance use based on specific, contemporaneous and articulable observations concerning the appearance, behavior, speech or bodily odors of the driver. Observations related to using alcohol must be made just prior to, during or immediately after the driver engages in a safety-sensitive function for the district, and the alcohol test must be given within eight hours following the determination of reasonable suspicion.
- E. Return-to-duty testing: If a driver is to be returned to performing safety-sensitive functions for the district after violating this policy or the federal regulations, the driver will be evaluated by a substance abuse professional (SAP) who will determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and use of controlled substances. If a driver is to be returned to performing safety-sensitive functions for the district following a violation of this policy or the federal regulations, the driver will first be evaluated by a SAP to determine that the driver has properly followed any rehabilitation proscribed. Before a driver could be returned to performing safety-sensitive functions for the district following a violation of this policy and/or the federal regulations, the driver will undergo a return-to-duty alcohol and/or controlled substances test resulting in an alcohol concentration below 0.02 alcohol concentration or a negative controlled substances test. The district will retain the right to solely determine whether an employee who has violated this policy will be returned to performing safety sensitive functions.
- F. Follow-up testing: Any driver who continues performing safety-sensitive functions for the district, following a violation of the alcohol or controlled substances prohibited conduct will be subject to follow-up testing.

**Record Retention and Reporting:** Records collected under this policy will be secured and retained with controlled access and for the time periods established by the federal regulations. The data collected under this policy will be reported as required by the federal regulations.



**Education, Training and Referral Services:** Educational materials that explain the requirements of this policy and the federal program will be distributed to each driver prior to the start of the testing program and to each driver subsequently hired or transferred into a position covered by this policy. Each driver after receiving a copy of the materials, will sign a certificate of receipt and the district will maintain the original of the receipt. The collective bargaining representative of the drivers, if any, will be notified of the availability of this information. The educational materials will include:

- A. A copy of this procedure and the accompanying policy;
- B. The name of the person designated to answer questions about the materials;
- C. The categories of employees covered by the policy;
- D. A description of safety-sensitive functions, so that drivers will know which part of their tasks will be covered by this policy;
- E. A specific description of conduct prohibited by this policy and the federal program;
- F. The circumstances under which a driver is subject to testing;
- G. The procedures used in the testing program, especially those that protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver;
- G. The requirement that drivers must submit to testing required by this policy and the federal program, and a description of what constitutes refusal to submit to required testing and the consequences of refusal;
- I. The consequences for drivers who violate this policy and the federal program, including immediate removal from conducting safety-sensitive functions;
- J. The consequences for drivers found to have alcohol concentrations between 0.02 and 0.04; and
- K. Information about the effects of alcohol and controlled substances on an individual's health, work and personal life and methods of intervening when a problem with alcohol or a controlled substance is suspected, including confrontation, referral to the staff assistance program and referral to management.

Supervisors designated to determine if reasonable suspicion exists that a driver is under the influence of alcohol or controlled substances must have at least sixty minutes of training on alcohol misuse and at least sixty minutes of training on use of controlled substances. The training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances. The employed driver who violates this policy or the federal regulations will be informed of resources available for evaluation and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of SAPs and counseling and treatment programs. Costs incurred by the driver for evaluation and/or rehabilitation are the driver's responsibility (other policies may apply).

### **STAFF ASSISTANCE PROGRAM**

The district will maintain, as revenues permit, a staff assistance program designed to provide support to staff members who are experiencing a job performance problem. A staff assistance program committee may be established to assist in the implementation of this policy and make program recommendations. A wide range of problems not directly associated with a job function may affect the staff member's job performance. These problems may result from alcohol abuse or alcoholism; other drug abuse; physical, mental, or emotional illness; personal problems such as marital, family, financial, or legal difficulties; or any combination of these problems.

The staff assistance program will provide professional and confidential assistance to staff members and their families seeking assistance. Participation in the staff assistance program will not jeopardize employment or job promotion, nor will such participation substitute for employer action(s) regarding evaluation, probation, and/or termination as provided for under collective bargaining agreements or board policies. The program will be evaluated on an annual basis.

Cross Reference:     Board Policy     5521     Teacher Assistance

### JOB-SHARING STAFF MEMBERS

A job-sharing assignment is the shared performance of the duties of one full-time, regular position by two (2) employees. The superintendent/designee is responsible for recommending to the board when the best interests of students and the district would be served by creating a job-sharing assignment for a particular position.

The district reserves the authority to:

- A. Determine the number of job-sharing positions, if any, within the district;
- B. Require the employee to develop a written plan for sharing the performance of the position and to secure the written approval of their supervisor;
- C. Dissolve any job-sharing assignment, or change a job-sharing position to a full time position held by one employee, at the sole discretion of the district in accordance with applicable provisions of collective bargaining agreements;
- D. Consider any request to create a job-sharing position in a position currently held by one employee, or vice versa;
- E. Require job-sharing staff members to work full-time in the event of the termination or resignation of one of the job-sharing staff members, at the sole discretion of the district.

Employees sharing a position will sign a job-sharing agreement annually, subject to the approval of the superintendent/designee. The agreement will identify contingencies which may arise during the course of employment including, but not limited to, responsibility for participation in staff meetings and committees of the position to be shared.

Cross References:            Board Policy 5000            Recruitment and Selection of Staff  
                                      Board Policy 5005            Employment: disclosures, Certification, Assurances and Approval

Legal References:            RCW 28A.400.300            Hiring and discharging employees  
                                      RCW 28A.405.070            Job Sharing

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### **CERTIFICATED AND CLASSIFIED STAFF JOB DESCRIPTIONS**

Job descriptions are maintained in the district office. A job description will be provided to each staff member at the time of employment, when the staff member assumes a new position and when a position is modified or at any time upon the request of the staff member. Each job description will include the essential functions of the job. When substantive changes in the assignment occur, the staff member and supervisor will list the tasks that comprise the job and determine the skills, personal characteristics, educational background and training necessary for the employee to perform successfully. In order to accomplish this task, the staff member and supervisor will be asked to:

- A. Define the job. (What will or does the staff member do?)
- B. Identify the essential functions of the job.
- C. Arrange the duties in terms of the percentage of time spent.
- D. Explain the nature and extent of the supervision and guidance that is rendered to others.
- E. State how and to what extent the actions, recommendations and decisions of the staff member affect the organization or public.
- F. Describe the supervision and guidance received in the performance of the assignment.
- G. Describe the degree to which the staff member must be a self-starter, exercise judgment and create solutions to problems.
- H. State the knowledge, skills and abilities required by the job.
- I. Identify personal contacts and/or interactions other than with supervisors or subordinates.

When a position is being created or a large number of staff members occupy similar positions, the supervisor will be responsible for developing a job description using the guidelines included in the preceding section. The supervisor will seek reactions from the staff members who presently occupy the position to verify the accuracy of the statements. Job descriptions will be prepared with the following format:

- Title of Position
- Qualifications (minimum education, certification and other qualifications)
- Reports to (title of immediate supervisor)
- Supervises (if applicable, titles of those who are supervised directly)
- Job Goal (the purpose of the job as it relates to the district)
- Performance Responsibilities (itemized list of the tasks, duties and responsibility to fulfill job in all its dimensions)
- Essential Functions of the Job
- Terms of Employment (time, classification or placement on salary schedule)
- Evaluation (reference to evaluation procedure criteria and form)

#### **Principals and Program Administration**

In conformance with state law, rules and regulations, principals will be responsible for:

- A. Implementing the district's prescribed curriculum and enforcing the procedures of the district, the state superintendent of public instruction and the state board of education, taking into due consideration individual differences among students, and maintaining and rendering appropriate records and reports.
- B. Maintaining good order and discipline in school buildings and playgrounds at all times.
- C. Holding students accountable for any disorderly conduct in school.
- D. Requiring excuses from parents of minor students in all cases of absence, tardiness or early dismissal.

- E. Giving careful attention to the maintenance of a safe and healthful atmosphere in the classroom, hallways and playground.
- F. Giving careful attention to the safety of the student in the classroom and reporting any questionable or unsafe conditions.
- G. Providing for the evaluation of each student's educational growth and development and making periodic reports to parents and other administrators.
- H. Supervising and evaluating all staff which are assigned to the building.
- I. Making recommendations to the superintendent regarding appointment, assignment, promotion, transfer, probation or dismissal of all staff assigned to their attendance area.
- J. Submitting recommendations to the superintendent regarding the fiscal needs required to maintain and improve the instructional program for their attendance area.
- K. Ensuring that the provisions of the collective bargaining agreement are followed.
- L. Maintaining effective communications with student, parents and staff.
- M. Monitoring the expenditure of all district and ASB funds.
- N. Maintaining the equipment, facilities and grounds of the school plant.

Failure to carry out such requirements as set forth above will constitute sufficient cause for discharge.

## LENGTH OF WORK DAY

### Administrators

Administrators are Fair Labor Standards Act (FLSA) exempt and do not have regularly set, pre-determined work hours. Administrators are expected to report to work during the established public hours of the site(s) to which the administrator is assigned and consistent with all district expectations and directives. Administrators are expected to work before and after established public hours of the assigned site(s) to accomplish job duties.

### Certificated Staff

Regular building hours for teachers and other certificated, non-administrative staff will be one-half hour before school starts to one-half hour after school ends, unless otherwise negotiated, including a 30-minute duty-free lunch period. Individual schools may request a board waiver from these district-wide provisions consistent with applicable provisions of collective bargaining agreements. The starting and dismissal times for students, which may vary from school to school, will be determined by the district.

Fulfilling professional responsibilities will often require that teachers spend time outside of building hours. Such professional responsibilities include:

- A. Preparing for instruction of classes, planning lessons;
- B. Consulting with students, grading assignments, completing paperwork;
- C. Improving communication with parents, including but not limited to, initiating contact with parents after or before building hours;
- D. Participating in curriculum development committees leading towards the improvement of the educational program;
- E. Attending staff meetings, including attending necessary professional development, provided by the district, to improve and maintain teaching skills;
- F. Supervising and directing co-curricular activities not specifically included in the district's co-curricular program; and
- G. Participating in such other activities that pertain to the district's educational program.

### Classified Staff

A classified hourly staff member will be paid at the rate of one and one-half times the salary schedule rate when he/she works for more than 40 hours during the regular work week or consistent with applicable provisions of collective bargaining agreements. The regular work day will include one 15 minute break for each four hours of work. A lunch period not to exceed one hour will be scheduled, but will not be counted for pay purposes. The district will be responsible for establishing the work day schedule for each classified staff member.

In the event a supervisor requests that a staff member work beyond the specified working hours and thus exceeds the 40 hours during the established work week, the district may grant, at the staff member's request, compensating time off in lieu of overtime pay consistent with applicable provisions of collective bargaining agreements. A staff member may accumulate up to 240 hours of compensatory time. When the staff member reaches the 240-hour limit compensatory time will cease to accrue and the staff member must either take compensating time off or receive pay for such excess hours. Custodial/maintenance and office staff will report for work when schools are closed for bad weather when required by the superintendent/designee.

Legal References:	29 USC § 201 et seq.	Fair Labor Standards Act
	RCW 49.46.130	Minimum rate of compensation
	RCW 49.46.120	Chapter establishes minimum standards
	RCW 28A.405.140	Assistance for teacher may be required after evaluation
	RCW 28A.405.466	Presence of certificated personnel at school
	WAC 296-128-550	Regular rate of pay
	WAC 296-128-560	Compensating time off in lieu of overtime pay

Management Resources: Policy News, June 2006    Certificated staff work hours

## LENGTH OF WORK DAY

### Overtime and/or Compensatory Time for Eligible Staff:

To comply with the Fair Labor Standards Act and the laws and rules of the State of Washington, the following procedures will be established:

- A. **Exempt or non-exempt status:** All certificated staff are exempt from the 40-hour work week. The district will determine the status of classified employees based upon the criteria established for defining administrative ([WAC 296-128-520](#)) or professional ([WAC 296-128-530](#)) status and any additional FLSA standards.
- B. **Work week:** Seven consecutive 24-hour periods make up the work week. Staff members are entitled to 1-1/2 times the regular rate of pay for all hours worked in excess of 40 hours per week if the overtime pay option is chosen. A staff member may plan, in conjunction with their supervisor, to take compensatory "time off" (straight time) in lieu of overtime pay so long as the staff member's assigned responsibilities are adequately covered during the planned absence. Compensatory "time off" will accumulate at the rate of 1-1/2 times the hours worked. The staff member may accumulate up to 240 hours of compensatory time at which time the staff member must either take compensatory "time off" or receive pay for such excess hours. Staff members will not perform any work during assigned lunch periods or before or after their normal work schedule regardless of the voluntary nature of the work. Staff members who violate this regulation may be subject to disciplinary action.
- C. **Travel time:** Travel time, during a workday, to a meeting is compensable if done in a private vehicle and when it is required by the district.
- D. **Meal periods:** Staff members will not perform any duties during the employee's meal period.
- E. **Non-working time:** Time between shifts will be free of responsibilities or obligations. Standby time can be negotiated but must be at the rate of the minimum wage or more.
- F. **Records:** Records must be kept for a minimum of three years. A staff member's signature should appear on the time slip or sheet, which shows the hours worked each day. U. S. Department of Labor posters must be posted at each site.

## EVALUATION OF STAFF

The board recognizes that the professional growth and evaluation of individual employees is important to improve the effectiveness and efficiency of the district. Staff are expected to perform the duties identified in their contracts and/or job descriptions, in addition to any other reasonable responsibilities that may be assigned or directed by their supervisor.

### **Certificated Teachers and Principals**

Evaluations for certificated teachers and principals will be in compliance with the requirements of chapter 28A.405 RCW and applicable collective bargaining agreements or memoranda negotiated pursuant to chapter 41.59 RCW. The primary purpose of such evaluations will be to enhance and improve an employee's performance so as to improve student learning.

### **Certificated Support Personnel**

"Certificated support personnel" and "certificated support person" mean a certificated employee who provides services to students and holds one or more of the education staff associate (ESA) certificates pursuant to WAC 181-79A-140(5). ESA certification includes: school speech pathologists or audiologists, school counselors, school nurses, school occupational therapists, school physical therapists, school psychologists, and school social workers.

Certificated support personnel are considered non-classroom teachers for purposes of the Professional Growth and Evaluation System, and are not subject to the four-level rating system. The performance of certificated support personnel will be evaluated consistent with state law and applicable collectively bargained processes. The purpose of such evaluations will be to improve the employee's performance and alert the employee to any performance deficits or concerns.

### **Other Administrative Staff**

The performance of administrative staff other than certificated principals and assistant principals as referenced in the section above will be evaluated at least once per year. The purpose of such evaluations will be to improve the employee's performance and alert the employee to any performance deficits or concerns.

### **Classified Staff**

The performance of classified staff will be annually evaluated by his/her supervisor consistent with applicable collectively bargained processes. The purpose of such evaluations will be to improve the employee's performance and alert the employee to any performance deficits or concerns.

Cross References:	Policy 5230	Job descriptions/responsibilities
	Policy 5280	Termination of employment
	Policy 5520	Staff development
Legal References:	RCW 28A.400.100	Principals and vice principals
	RCW 28A.405.100	Minimum criteria for the evaluation
	RCW 28A.405.220	Conditions and contracts of employment
	RCW 28A.405.300	Adverse change in contract status of certificated
	RCW 28A.405.110	Evaluations—Legislative findings
	RCW 28A.405.120	Training for evaluators
	RCW 28A.405.130	Training in evaluation procedures required
	WAC 181-79A-140	Types of certificates
	WAC 392-191	Professional Growth and Evaluation of School Personnel
	SHB 1346	Nurses in School – Authority - Supervision

Management Resources: 2017 – July Issue  
2015 – December Issue  
2013 – April Issue  
2013 – February Issue



## CONFLICTS OF INTEREST

### General Rule

No district employee will engage in or have a direct financial interest in any activity which conflicts with his/her duties and responsibilities. Further, no district employee may employ or use any person, money, or school property under the employee's official supervision, control or direction for the private gain of that employee or another.

Situations where a conflict of interest may exist include but are not limited to:

- A. Receiving economic benefit from selling or promoting the sale of goods or services to the students or their parents where the knowledge of the staff member's relationship to the district is in any way utilized to influence the sale.
- B. Receiving economic benefit from the sale of instructional and training materials and/or equipment where the district has specifically engaged a staff member(s) to develop such materials or equipment (in such instances, the district will retain a proprietary interest);
- C. Encouraging a student who is enrolled in one or more of the teacher's classes to take private lessons or to engage tutoring for fee from the staff member.
- D. Using or providing for others a list of names and home addresses obtained from school records or school-related contacts for purposes of identifying potential client or customer contacts.
- E. Participating in any way in the selection process for materials, books or equipment when an item developed by or authored by the staff member or a member of his/her family is under consideration for approval for district use.
- F. Being involved in the selection of an applicant or in the appointment, evaluation or supervision of any other staff member who is a family member.
- G. Using the interschool mail to promote sales of a product in which a staff member has a financial interest.
- H. Providing a staff or student directory for use in promoting sales of a product or service.
- I. Purchasing or otherwise acquiring surplus district property, where the staff member was involved in or had influence in the process of declaring the item(s) as surplus.

Written permission from the superintendent/designee or principal is necessary when:

- A. A certificated staff member wishes to tutor or give private lessons for a fee to any student who is enrolled in one or more of the teacher's classes;
- B. A certificated staff member such as communication disorder specialists, psychologists or specialized music teachers, wishes to give private instruction for a fee to any student who is concurrently being served by that individual in the regular school program.

### Exceptions

A district employee may use public resources to benefit others as a part of the employee's official duties, if the expenditure is of de *minimus* value (of little or no value; no impact on public funds) and is purchased with consent of his/her supervisor.

Legal References: WAC181-87-090 Improper remunerative conduct

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**STAFF PARTICIPATION IN POLITICAL ACTIVITIES**

The board recognizes the right of its employees, as citizens, to engage in political activities. A staff member may seek an elective office provided that the staff member does not campaign on district property during working hours. District property and work time, supported by public funds, may not be used for political purposes.

In the event the staff member is elected to office, the employee may request a leave of absence in accordance with the leave policies of the district or the provisions of any applicable collective bargaining agreement. District employees who hold elective or appointive public office in an organization are not entitled to time off from their district duties for reasons incident to such offices unless the circumstances surrounding the leave request qualify under leave policies of the district.

- |                       |                      |  |
|-----------------------|----------------------|--|
| Cross Reference:      | Board Policy 4400    | Election Activities  |
| Legal References:     | RCW 41.06.250        | Political activities   |
|                       | RCW 42.17A.555       | Forbids use of public office or agency facilities in campaigns         |
|                       | RCW 42.17.190        | Legislative activities of state agencies and other units of government |
| Management Resources: | 0215 – October Issue |  |

## MAINTAINING PROFESSIONAL STAFF/STUDENT BOUNDARIES

### Purpose

The purpose of this policy is to provide all staff, students, volunteers and community members with information about their role in protecting children from inappropriate conduct by adults. This policy applies to all district staff and volunteers. For purposes of this policy and its procedure, the terms "district staff," "staff member(s)," and "staff" also include volunteers.

### General Standards

The board expects all district staff to maintain the highest professional standards when they interact with students. District staff are required to maintain an atmosphere conducive to learning by consistently maintaining professional boundaries.

Professional staff/student boundaries are consistent with the legal and ethical duty of care that district employees have for students.

The interactions and relationships between district staff and students should be based upon mutual respect and trust, an understanding of the appropriate boundaries between adults and students in and outside of the educational setting, and consistency with the educational mission of the district.

District staff will not intrude on a student's physical and emotional boundaries unless the intrusion is necessary to serve a demonstrated educational purpose. An educational purpose is one that relates to the staff member's duties in the district. Additionally, staff members are expected to be aware of the appearance of impropriety in their own conduct and the conduct of other staff when interacting with students. Staff members will notify and discuss issues with their building administrator or supervisor whenever they suspect or question whether their own or another staff member's conduct is inappropriate or constitutes a violation of this policy.

The board recognizes that staff may have familial and pre-existing social relationships with parents or guardians and students. Staff members should use appropriate professional judgment when they have a dual relationship to students to avoid violating this policy, the appearance of impropriety, and the appearance of favoritism. Staff members shall pro-actively discuss these circumstances with their building administrator or supervisor.

### Use of Technology

The board supports the use of technology to communicate for educational purposes. However, district staff are prohibited from inappropriately communicating with students on-line or from engaging in any conduct on social networking websites that violates the law, district policies or procedures, or other generally recognized professional standards. Staff whose conduct violates this policy may face discipline and/or termination consistent with the district's policies and procedures, acceptable use agreement, and collective bargaining agreements, as applicable.

The superintendent/designee will develop protocols for reporting and investigating allegations and develop procedures and training to accompany this policy.

Legal References:	RCW 28A.400	Crimes against children
	RCW 28A.405.470	Crimes against children
	RCW 28A.405.475	Termination of certificated employee
	RCW 28A.410.090	Revocation or suspension of certificate or permit
	RCW 28A.410.095	Violation or noncompliance
	RCW 28A.410.100	Revocation of authority to teach - Hearings.
	WAC 181-87	Professional Certification - Acts of Unprofessional Conduct
	WAC 181-88	Sexual Misconduct, Verbal and Physical Abuse

## MAINTAINING PROFESSIONAL STAFF /STUDENT BOUNDARIES

### Boundary Invasions

In a professional staff/student relationship, staff maintain boundaries that are consistent with the legal and ethical duty of care that school personnel have for students. A boundary invasion is an act or omission by a staff member that violates professional staff/student boundaries and has the potential to abuse the staff/student relationship. An inappropriate boundary invasion means an act, omission, or pattern of such behavior by a staff member that does not have an educational purpose and results in abuse of the staff/student professional relationship.

### Inappropriate Boundary Invasion Examples

Examples of possible inappropriate boundary invasions by staff members include, but are not limited to, the following:

- A. Any type of inappropriate physical contact with a student or any other conduct that might be considered harassment under the district's policy on Sexual Harassment of Students (Policy 3205) (*District note: insert alternative district policy number(s) if necessary*); Prohibition of Harassment, Intimidation and Bullying (Policy 3207); Nondiscrimination (Policy 3210); Title IX of the Education Amendments of 1972 (Title IX); the Washington State Law Against Discrimination (Chapter 49.60 RCW); or that constitutes misconduct under RCW 28A.640 and .642 or WAC 181-88-060; or any conduct that would constitute a violation of Chapter 9A.44 or 9A.88 RCW.
- B. Showing pornography to a student;
- C. Singling out a particular student or students for personal attention and friendship beyond the professional staff/student relationship;
- D. Socializing where students are consuming alcohol, drugs or tobacco;
- E. For non-guidance/counseling staff, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, staff members are expected to refer the student to appropriate guidance/counseling staff. In either case, staff involvement should be limited to a direct connection to the student's school performance;
- F. Sending students on personal errands unrelated to any educational purpose;
- G. Banter, allusions, jokes or innuendos of a sexual nature with students;
- H. Disclosing personal, sexual, family, employment concerns or other private matters to one or more students;
- I. Addressing students or permitting students to address staff members with personalized terms of endearment, pet names, or otherwise in an overly familiar manner;
- J. Maintaining personal contact with a student outside of school by phone, e-mail, instant messenger or Internet chat rooms, social networking websites, or letters beyond homework or other legitimate school business without including the building administrator/supervisor and parent/guardian;
- K. Exchanging personal gifts, cards, or letters with an individual student;
- L. Socializing or spending time with students (including but not limited to activities such as going out for beverages, meals or movies, shopping, traveling and recreational activities) outside of school-sponsored events, except as participants in organized community activities;
- M. Giving a student a ride alone in a vehicle in a non-emergency situation;
- N. Unnecessarily invading a student's privacy, (e.g. walking in on the student in the bathroom);

- O. Soliciting phone, email, text messages or other forms of written or electronic communication to students without building administrator/supervisor and parent permission when the communication is unrelated to school work or other legitimate school business; or
- P. Any other conduct that fails to maintain professional staff/student boundaries.

### **Appearances of Impropriety**

The following activities are boundary invasions and can create an actual impropriety or the appearance of impropriety. Whenever possible, staff should avoid these situations. If unavoidable these activities should be pre-approved by the appropriate administrator. If not pre-approved, the staff member must report the occurrence to the appropriate administrator as soon as possible.

- A. Being alone with an individual student out of the view of others;
- B. Inviting or allowing individual students to visit the staff member's home;
- C. Visiting a student's home; or
- D. Sending or soliciting email, text messages or other electronic communications to the student, even when the communication relates to school business, except where the parent or guardian and building administrator/supervisor has consented to such communications and receives a copy of the communication and receives a copy of the communication. Staff should use school email addresses and phone numbers and the parent/guardian phone numbers for communications with students, except in emergency situations.

### **Reporting Violations**

Students and their parents/guardians are strongly encouraged to notify the principal (or other administrator) if they believe a staff member may be engaging in conduct that violates this policy or procedure.

Staff members are required to promptly notify the principal or the supervisor of the employee or volunteer suspected of engaging in inappropriate conduct that violates this policy or procedure.

The administrator to whom a boundary invasion concern is reported must document, in writing, the concern and provide a copy of the documentation to the *[District note: insert appropriate person/department (e.g. assistant superintendent or director in charge of the district's human resources)]*. The *[insert appropriate person/department (e.g. assistant superintendent or director of human resources)]* will maintain a file documenting reports of this nature which are made.

### **Reporting Sexual Abuse**

All professional school personnel who have reasonable cause to believe that a student has experienced sexual abuse by a staff member, volunteer, or agency personnel working in the school are required to make a report to Child Protective Services or law enforcement pursuant to [board policy](#) and [procedure 3421, Child Abuse, Neglect and Exploitation Prevention](#), and [Chapter 26.44, RCW](#). Reporting suspected abuse to the building principal or supervisor does not relieve professional school personnel from their reporting responsibilities and timelines.

### **Disciplinary Action**

Staff violations of this policy may result in disciplinary action up to and including dismissal. The violation may also be reported to the state Office of Professional Practices.

### **Training**

All new employees and volunteers will receive training on appropriate staff/student boundaries within three months of employment or service. Continuing staff will receive training every three years.

### **Dissemination of Policy and Reporting Protocols**

This policy and procedure will be included on the district website and in all employee, student, and volunteer handbooks. Annually, all administrators and staff will receive copies of the district's reporting protocol.

## 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.

A certificated or classified 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.

A staff member annually may request 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 staff member's personnel file a statement containing a rebuttal or correction.

Cross Reference:	Board Policy 4340	Public Access to District Records
Legal References:	RCW 28A.405.250 RCW 42.56.230(2) RCW 49.12.240-260	Certificated employees, applicants for certificated position Certain personal and other records exempt Employee inspection of personnel file
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## **PERSONNEL RECORDS**

### **Location**

The district will maintain a personnel file for each of its staff members.

### **Staff Member's Access to His/her Personnel File**

Any staff member has the right to examine and copy materials from and/or have copies made of his/her personnel file during regular business hours. The superintendent has authorized access to personnel records to the following individuals: Payroll officer, Personnel officer, and Director of Business and Operations. The superintendent or his/her designee must be present when a staff member is given access to his/her personnel file in order to offer the staff member assistance and interpretation of material contained in the file. The district will establish a copy fee. The copy fee will be .10 per page. The fee may be waived at the discretion of the superintendent.

### **Access by Others to a Personnel File**

In addition to the superintendent and his/her designee, a member of the board, when authorized through board action, will have access to staff personnel files. Any person authorized by a valid court order will have access to personnel files. Principals and/or immediate supervisors may examine the files of staff employed in their building with superintendent authorization. Any individual who has the written permission of a staff member may request to examine the staff member's records.

### **Contents of Personnel File**

A personnel file may contain, but is not limited to, professional certificates, transcripts from colleges or universities, a record of previous employment, evaluations, professional assessment instruments, letters of recommendation, and copies of district contracts. All material in the personnel file must be related to the staff member's work, position, salary, or employment status in the district. A staff member may petition that the personnel office review all information in the personnel file. The personnel office will determine if there is any irrelevant information and will remove all such from the file. If the staff member does not concur with the material that remains, the staff member may file a statement of rebuttal or correction to be placed into the file.

### **Adding Material**

The superintendent is responsible for placing material in the proper personnel file within 10 days of receipt or origination of said material. All materials placed in a personnel file will be signed and dated. When material is critical of a staff member, the person responsible for placing this material in the staff member's file must forward a copy of the material to the staff member. Any material critical of a staff member which is not shown to him/her within 10 days after placement in his/her file will not be allowed as evidence in any grievance or disciplinary action against such staff member.

### **Staff Member's Right to Object to Material Added Appeal**

A staff member may appeal to the superintendent for the removal of any material placed in his/her personnel file. This must be done by requesting a conference with the party involved for the purpose of examining the questioned material. If the staff member is not satisfied with the decision, he/she may file a grievance according to district policy.

### **Rebuttal**

A staff member has the right to submit a written statement of rebuttal relating to any material in his/her personnel file and have the written rebuttal placed within the file. A former staff member will retain the right of rebuttal or correction for a period not to exceed two (2) years.

## **RESOLUTION OF STAFF COMPLAINTS**

The board recognizes the importance of establishing reasonable and effective means for resolving difficulties which may arise among staff, to reduce potential areas of grievances and to establish and maintain recognized two-way channels of communication between supervisory personnel and staff.

Staff may use the administrative procedures to allege a violation of existing district policies or procedures that has directly aggrieved them. The procedures are established to provide a proper and equitable solution to a complaint at the lowest possible supervisory level and to facilitate an orderly procedure within which solutions may be pursued.

A complaint shall mean a written claim by a staff member that alleges a violation, of existing district policies or procedures that has directly aggrieved them.

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## RESOLUTION OF STAFF COMPLAINTS

The following procedure has been established for resolving a written complaint filed by a member of the staff:

### Step One

The staff member will present the complaint in writing to his/her immediate supervisor within 15 calendar days of the action or incident that gave rise to the complaint. The written statement of the complaint will contain:

- A. The facts upon which the complaint is based as the staff member who is filing the complaint sees them,
- B. A reference to the policies/procedures of the district which have allegedly been violated, and
- C. The remedies sought.

Failure to submit a written complaint within the timeline specified will result in waiver of the complaint.

If a written complaint is filed in compliance with the timeline specified above, the staff member will discuss this complaint with his/her immediate supervisor. If the complaint is against an administrator or another staff member, such individual may be present at the meeting to present the facts as he/she sees them. A sincere effort will be made to resolve the complaint at this level. If the aggrieved person does not appeal the complaint to the superintendent/designee in writing within 10 calendar days of the aggrieved person's meeting with his/her immediate supervisor, the complaint will be waived.

### Step Two

The superintendent/designee will, within 10 calendar days of the receipt of the complainant's written appeal, meet with that staff member to hear his/her claim. If the complaint is against an administrator or another staff member, such individual may be present at the hearing to present the facts as he/she sees them.

The superintendent/designee will render a decision regarding the appeal within 10 calendar days of the the aggrieved person's meeting with the superintendent/designee. If the complainant does not appeal the superintendent/designee's decision in writing to the board through the superintendent/designee within 10 calendar days, the complaint will be waived.

### Step Three

If the complainant properly appeals his/her complaint to the board as provided, the board will hold a hearing to hear the appeal of the superintendent/designee's decision. At the appeal before the board, the complainant may be accompanied by counsel if the complainant wishes. If administrators or other staff are involved, they may be present at the hearing to present the facts as they see them. The board will, within 15 calendar days of the complaint hearing, present its decision with respect to the complaint. The board's decision will be considered final.

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**FORMAL STAFF COMPLAINT FORM**

Please complete the formal complaint form and submit it to your immediate supervisor (see Procedure #5270P)

Name of Complainant(s): \_\_\_\_\_

School or Workplace: \_\_\_\_\_ Phone: \_\_\_\_\_

Date(s) of occurrence: \_\_\_\_\_

\_\_\_\_\_

Efforts made to resolve complaint prior to filing this information complaint: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name(s) of person(s) contacted regarding complaint: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date written complaint delivered: \_\_\_\_\_

Date reply received: \_\_\_\_\_



**REPORTING IMPROPER GOVERNMENTAL ACTION (WHISTLEBLOWER PROTECTION)**

The district encourages the reporting, consistent with the district's procedures, of improper governmental actions by any district officers or employees and will protect employees against retaliatory employment actions for reporting improper governmental actions when the reports are made in compliance with this policy and related procedure.

District officers and employees are prohibited from taking retaliatory action against an employee because the employee has in good faith reported alleged improper governmental action in accordance with this policy and related procedure.

The superintendent/designee will establish procedures for receiving and acting on employee reports of improper governmental actions and responding to allegations of retaliation.

Legal References:           RCW 42.41.010-060                   Local Government Whistleblowers Protection

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## REPORTING IMPROPER GOVERNMENTAL ACTION

Definitions: As used in this policy and procedure, the following terms will have the meanings indicated.

- A. "Improper governmental action" means any action by a district officer or employee:
1. That is undertaken in the performance of the officer or employees official duties, whether or not the action is within the scope of the employees job; and
  2. That (i) is in violation of any federal, state or local law or rule, (ii) is an abuse of authority, (iii) is of substantial and specific danger to the public health or safety, or (iv) is a gross waste of public funds.
  3. Improper governmental action does not include personnel actions including, but not limited to, employee grievances, complaints, appointments, promotions, transfer, assignments, reassignments, reinstatements, restorations, reemployments, performance evaluations, reduction in pay, dismissals, suspensions, demotions, violations of the collective bargaining and civil service laws, alleged labor agreement violations, or reprimands.

Improper governmental action does not include personnel actions.

- B. "Retaliatory action" means any adverse change in the terms and conditions of a staff member's employment.
- C. "Emergency" means a circumstance that if not immediately changed may cause damage to persons or property. Employees are encouraged to report instances which they believe constitute governmental misconduct.

**Reporting:** Employees who become aware of actions that they believe constitute improper governmental action should raise the issue first with their supervisor. Where the employee reasonably believes the improper governmental action involves his or her supervisor, the employee may raise the issue directly with the superintendent or the person whom the superintendent has designated to receive reports of improper governmental action. If requested by the supervisor or superintendent/designee, the employee will submit a written report to the supervisor or superintendent/designee, stating in detail the basis for the employee's belief that an improper governmental action has occurred.

In case of emergency where the employee believes that damage to persons or property may result if action is not taken immediately, or where the employee has a legal obligation to report (for instance, where child abuse is suspected), the employee will report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action. District employees who fail to make a good faith attempt to follow this policy and procedure in reporting improper governmental conduct will not be eligible for the protections outlined.

**Response:** The employee's supervisor, the superintendent or the superintendent's designee will take prompt action to see that the report of improper governmental action is properly investigated. District officers and employees involved in the investigation will keep the identity of reporting employees confidential to the extent possible under law, unless the employees authorize the disclosure of their identities in writing.

After an investigation has been completed, the reporting employee will receive a summary of the investigation results, except to the extent that resulting personnel actions must be kept confidential. If a reporting employee reasonably believes that an adequate investigation was not done by the district, that insufficient action has been taken, or that the improper governmental action is likely to recur, the employee may report information about the improper governmental action directly to the appropriate government agency.

**Retaliation:** Employees who believe that they have been retaliated against for reporting an improper governmental action should advise their supervisor, the superintendent or the superintendent's designee. Appropriate action to investigate and address complaints of retaliation will be taken.

If the complaint cannot be informally resolved, the employee will provide written notice to the superintendent/designee that specifies the alleged retaliatory action and the relief requested by the employee. The written complaint must be filed within thirty days of the alleged retaliation. The district will respond to the complaint within thirty days of receiving the written notice. If the employee alleging retaliation receives no response from the district or objects to the district's response, the employee may request a hearing before a state administrative law judge. The district will apply for a hearing within five working days to:

Office of Administrative Hearings  
P. O. Box 42488  
919 Lakeridge Way SW  
Olympia, Washington 98504-2488  
(360)664-2031

The district will consider any recommendation provided by the administrative law judge that an employee found to have retaliated against an employee who reported improper governmental action be suspended with or without pay or dismissed.

**Administration:** A summary of this policy and procedure will be permanently posted where all employees will have reasonable access to it, the policy and procedure will be made available to any employee who requests them and the policy and procedure will be given to all new employees. The following is a list of agencies responsible for enforcing federal, state and local laws and investigating issues involving potential improper governmental action. Employees having questions about these agencies or the procedures for reporting improper governmental action are encouraged to contact their supervisor, the superintendent or designee.

Local City Police Department or Sheriff's Office

Local County Prosecutor's Office

Local City or County Environmental Protection Office

Local City or County Health Dept.

WA Attorney General's Office  
Fair Practices Division  
Highway-Licenses Building  
1125 Washington Street  
Olympia, WA 98504-0100  
(360) 753-6200

US Department of Education  
Office of the Inspector General  
915 – Second Avenue  
Seattle, WA 98174  
Audits: (206) 553-7615

Washington State Auditor's Office  
Legislative Building  
PO Box 40021  
Olympia, WA 98504-0021  
(360) 902-0370

Environmental Protection Agency  
Criminal Investigations  
300 Desmond Drive, Suite 102  
Lacey, WA 98503  
(360) 753-9437

Washington Department of Ecology  
300 Desmond Drive/PO Box 47600  
Lacey, WA 98504-7600  
(360) 407-6000

Equal Employment Opportunity  
909 First Avenue, #400  
Seattle, WA 98104-1061  
(206) 220-6883

WA Human Rights Commission  
711 South Capitol Way, Suite 402  
Olympia, WA 98504-249  
(360) 753-6770

Washington Department of Labor & Industries  
PO Box 4400  
Olympia, WA 98504-4400  
(360) 902-1000

WA Department of Natural Resources  
111 Washington Street SE/PO Box 47000  
Olympia, WA 98504-7000  
(360) 902-1000

Puget Sound Water Quality Authority  
PO Box 40900  
Olympia, WA 98504-0900  
(800) 547-6863 54-SOUND

Washington Superintendent of Public Instruction  
Old Capitol Building  
PO Box 47200  
Olympia, WA 98504-7200  
(360) 753-6738

Federal Emergency Mgt. Agency  
FEMA Region X email:  
[mike.howard@fema.gov-Bothell](mailto:mike.howard@fema.gov-Bothell), WA  
(425) 487-4610

US Department of Labor  
Occupational Safety & Health  
1111 Third Avenue, Suite 715  
Seattle, WA 98101-3212  
(800) 475-4020

National Transportation Safety Brd  
Washington, DC  
(202) 314-6230

US Department of Transportation  
Office of Inspector General  
915 Second Avenue  
Seattle, WA 98178

## SEPARATION FROM EMPLOYMENT

Under Washington law the superintendent has the authority to issue an appropriate notice of probable cause for discharge or nonrenewal to any certificated staff member. The board of directors will consider the notice of probable cause for a certificated staff member, or the superintendent's recommendation regarding the discharge of a classified staff member, and render a decision regarding the discharge or nonrenewal. A notice of discharge will include notice of any appeal rights the employee may have and notice of the appeal processes.

### A. Certificated Staff Member Release from Contract

Upon request a certificated staff member may be released from contract under the following conditions:

1. A letter requesting release will be submitted to the superintendent's office. If accepted by the board, the staff member may be released from contract.
2. A release from contract may be granted by the board to allow a staff member to accept another position prior to or during the school year provided a satisfactory replacement can be obtained.
3. A release from contract may be granted by the board in case of illness or other personal matters which make it a substantial hardship for the staff member to continue his/her employment in the district.
4. Each request will be reviewed and a decision rendered based on the totality of the circumstances. The needs of the district and continuity of the educational program offered to students will receive primary consideration in the board's decision.

### B. Resignation

In order to permit proper staff planning and to minimize inconvenience to others who may be affected, certificated staff who plan to resign at the end of their contract period are requested to notify the superintendent of their resignation or retirement by April 1 (or the district may insert alternate date). Those staff who are not contractually obligated to complete the current school year should notify the superintendent as early as possible of their intent to resign and no less than 30 days prior to their last working day.

### C. Retirement

Staff will participate in the retirement programs under the Federal Social Security Act and the Washington State Teachers' Retirement System or the Public Employees' Retirement System. Payroll deductions will be made and paid into the respective retirement programs in the manner prescribed by law. Staff who become eligible to retire under the controlling retirement system and who intend to retire at the end of the current school year should notify the superintendent prior to April 1st of that year. Those staff intending to retire who are not contractually obligated to complete the current school year should notify the superintendent as early as possible and no less than 30 days prior to their retirement date.

### D. Program and Staff Reductions

The board of directors determines the educational and operational programs for the district. Program and staff reductions may be required as a result of many factors, including but not limited to enrollment decline, programmatic needs or interests, a change in staffing needs, failure of a special levy election or other events resulting in reduction in revenue, increase in costs, and/or termination or reduction of funding of categorically-funded projects. The board will review appropriate information and based on administrative recommendations identify those educational programs and services which will be reduced, modified or eliminated.



Cross References:	Board Policy 5006 Board Policy 5240	Certification revocation Evaluation of Staff
Legal References:	RCW 28A.400.300 RCW 28A.400.320 RCW 28A.400.340 RCW 28A.405.100 RCW 28A.405.140 RCW 28A.405.210 RCW 28A.405.220 RCW 28A.405.300 RCW 28A.405.470 RCW 28A.410.090 RCW 41.32.240 RCW 41.33.020(6) RCW 41.40.023 Ch 41.41 RCW WAC 180-44-060 Ch 181-86 WAC Ch 181-87 WAC Ch 392-191 WAC	Hiring and Discharging Employees Mandatory termination of classified employees Notice of discharge Minimum criteria for the evaluation of certificated Assistance for teacher may be required after evaluation Conditions and contracts of employment Conditions and contracts of employment Adverse change in contract status of certificated employee Crimes against children Revocation of authority to teach Membership in system Terms and provisions of plan Membership State Employees' Retirement--Federal Social Security Drugs and alcohol—Use of as cause for dismissal Policies and procedures for administration of certification Acts of Unprofessional conduct Professional Growth and Evaluation of School Personnel
Management Resources:	Policy & Legal News, February 2013 Policy & Legal News, February 2014 Policy & Legal News, December 2015	

## DISCIPLINARY ACTION AND DISCHARGE

### Grounds for Disciplinary Action or Discharge

Staff who fail to fulfill their job responsibilities or follow the reasonable directions of their administrators or who conduct themselves on or off the job in ways that affect their effectiveness on the job may be subject to disciplinary action or discharge. Behavior, conduct, or action which provides sufficient cause may warrant disciplinary action or discharge. Such behavior, conduct, or action may include but is not limited to:

- A. Incompetence;
- B. Inefficiency;
- C. Misappropriation or misuse of district property;
- D. Neglect of duty;
- E. Insubordination;
- F. Conviction/guilty plea of any crime which adversely affects the employee's ability to perform a job including any felony crime involving:
  - 1. The physical neglect of a child;
  - 2. The physical injury or death of a child;
  - 3. Sexual exploitation of a child;
  - 4. Sexual offenses;
  - 5. Promotion of a minor for prostitution purposes; or
  - 6. The sale or purchase of a minor child;[employees are required to report in writing to the superintendent any conviction or guilty plea of the above referenced crimes (and of any other crimes that are workplace related) within five days of conviction or guilty plea];
- G. Malfeasance;
- H. Misconduct;
- I. Inability to perform job functions;
- J. Willful violation of district policies and procedures or laws and regulations;
- K. Mistreatment, abuse or assault of fellow workers, students, or members of the public;
- L. Conflict of interest;
- M. Abuse of leave;
- N. Sexual harassment, verbal abuse, physical abuse or sexual misconduct;
- O. Manufacture, possession, distribution, sale or being under the influence of alcohol controlled, illegal, addictive or harmful substances including anabolic steroids;
- P. Conduct (whether on the job or off the job) that has a substantial negative impact on performance;
- Q. Mental or physical inability to perform the essential job duties;
- R. Intemperance;
- S. Intentional discrimination;
- T. Vulgar speech or actions;
- U. Use of habit forming drugs without pharmaceutical prescription by a doctor of medicine licensed to practice in the state of Washington;
- V. Use of alcoholic beverages on district premises or at a district sponsored activity off the district premises; or
- W. Use of district supplies and equipment for personal betterment or financial gain or other improper purposes.

In the event that allegations or charges are made against a staff member for misconduct with minors, the superintendent may contact the Child Protective Services central registry for evidence regarding whether the staff member is an adjudicated or admitted perpetrator of child abuse or neglect. Appropriate reports will also be made to law enforcement, the Office of the Superintendent of Public Instruction, and the student's parents or guardians, as required by law.

**Abuse and Sexual Misconduct**

The district will not enter into any contract that is contrary to law to suppress information about verbal or physical abuse or sexual misconduct by a present or former employee and will comply with all legal requirements regarding such misconduct.

**Suspension of Staff**

The superintendent/designee is authorized to suspend a staff member immediately as deemed appropriate.

Cross References:	Board Policy 5006	Certification Revocation
Legal References:	RCW28A.400.300	Hiring and discharge of employees
	RCW 28A.400.340	Notice of discharge to contain
	RCW 28A.405.300	Adverse change in contract status of certificated employee
	RCW 28A.405.310	Adverse change in contract status of certificated employee
	RCW 28A.410.090	Revocation of authority to teach
	RCW 28A.400.320	Mandatory termination of classified employees
	RCW 28A.405.470	Mandatory termination of certified employees
	WAC 181-86	Policies and procedures for administration of certification
	WAC 180-87	Acts of Unprofessional Conduct
	WAC 180-44-060	Drugs and alcohol--Use of as cause for dismissal
Management Resources:	Policy News, October 2004	Sexual Misconduct Definitions

## COMPENSATION

### **Certificated Salaries**

Staff under contract to the district will be paid according to current staff salary schedules. The district will adopt annual salary schedules and reproduce the same by printing, mimeographing or other reasonable method, which will be the basis for salaries of staff in the district.

### **Classified Salaries**

Classified staff will be placed on the approved wage and salary guide for classes of such staff. The superintendent is authorized to credit past service of an applicant for employment in the district for placement on the wage or salary guide not to exceed two (2) years. In order to advance one step on the salary schedule, a staff member must have served at least two-thirds of the prior work year with the district.

### **Administrative Salaries**

The board will establish and follow salary schedules for administrative staff based upon professional preparation, experience and position. When appropriate, such salary schedules will be consistent with the terms of applicable bargaining agreements.

### **Application of Course Credits to the Certificated Salary Schedule**

The district will provide for the review and adjustment of certificated staff contracts on the basis of information filed with the personnel office by October 1st. The staff member will provide the personnel office, according to schedule, with the required information, including official college or university transcripts, official records of degrees completed, official records of approval and completion of authorized work for equivalent credits and all other pertinent data for contract adjustment purposes.

Credits earned by certificated staff after September 1, 1995 will be eligible for application to the state salary schedule only if the course content meets one of the following criteria:

- A. The course is consistent with a school-based plan for mastery of student learning goals identified in the annual school performance report for the school in which the staff member is assigned;
- B. The course pertains to the individual's current assignment or expected assignment for the subsequent year;
- C. The course is necessary to obtain an endorsement required by the Washington Professional Educator Standards Board;
- D. The course is specifically required to obtain an advanced level of certification;
- E. The course is part of a college or university degree program that pertains to the staff member's current or potential future assignment as instructional staff; or
- F. The course addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia and language disabilities when addressing learning goal one as applicable and appropriate for individual certificated instructional staff.

### **Military, Peace Corps or Vista Service Credit**

The superintendent is authorized to grant one year of increment credit for each year served in the military, Peace Corps or Vista service, or professional employment providing such service interrupted the staff member's actual teaching career. For purposes of credit, one-half or more of a year of service will be counted as a full year.

Legal References:       RCW 28A.405.200       Annual salary schedule as basis for salaries for certificated employees  
                              WAC 392-121-200-299     Definition--Certificated years of experience

Management Resources: Policy News, December 2005       Addition to Certificated Staff Course Options

**GARNISHMENT AND PERSONAL CREDIT PROBLEMS**

When so ordered by the Superior Court, the U.S. Secretary of Education or the Secretary's guaranty agency (in the case of defaulted student loans), the district will comply with the directives of a Writ of Garnishment filed against a staff member of the district. Each garnishment or action for collection of debts will be reviewed by the superintendent and such information will become a part of the record of the staff member. Attempts will be made to counsel any such staff member with regard to the staff member's financial problems. The district will not discharge a staff member for the reason that a creditor of the staff member has subjected or attempted to subject unpaid earnings of the employee to a writ of wage garnishment directed to the district. This provision will not apply if the garnishments on three or more separate indebtednesses are served upon the district within any period of twelve (12) consecutive months by the Superior Court.

Legal References:           RCW 6.27.040    State and public corporations subject to garnishment  
                                  RCW 6.27.170    Garnisheed employee not to be discharged--Exception

**GARNISHMENT AND PERSONAL CREDIT PROBLEMS**

Garnishment will mean a legal stoppage of a specified sum from wages to satisfy a creditor. Any writ of garnishment will be received and signed by the payroll officer. The payroll department will notify the staff member, in writing, that the garnishment is being processed and will direct the staff member to seek debt counseling. The staff member will also be notified that, if three (3) garnishments are served within a period of twelve (12) consecutive months, the staff member may be terminated.

## PERSONNEL LEAVES

Upon the recommendation of the superintendent and in accordance with the law and district policy, staff may be granted leaves pursuant to the following conditions, unless the applicable collective bargaining agreement provides otherwise:

- A. Leave at Full Pay Unless Stated Otherwise. Leaves will be with pay unless otherwise stated. If leaves are to include expenses to be paid by the district, that also will be specifically stated.
- B. Leaves in Units of Full or Half Days. Leaves may be granted in units of half or full days only.
- C. Return from Leaves. At the end of any leave shorter than 20 days in duration, sabbatical leave, or sick leave which does not exhaust the staff member's accumulated sick leave, the affected staff member is entitled to return to the position held when the leave commenced or to an appropriate comparable position. Except as may otherwise be specifically provided by law or district policy, a staff member will be entitled to a position in the district subject to the availability of a position for which the staff member is qualified after leaves of longer duration.
- D. Prior Notice of Application. Reasonable advance notice is required for all leaves, with specific advance notice as stated in district policy.
- E. Flexibility in Granting Leaves. The superintendent, with approval of the board, may grant leaves to individuals who might not otherwise be covered, or extend leave in excess of the number of days provided by district policy, in unusual or exceptional circumstances.
- F. Leaves Prorated for Part-Time Staff. Part-time staff will be entitled to leave benefits, unless otherwise stated in district policy, provided that the length of leaves will be prorated according to the ratio of days and/or hours worked to the number of days and/or hours worked by a full-time staff member in the same or a similar position.
- G. Noncumulative. Leaves will be noncumulative from year to year unless otherwise stated.

Legal References:	RCW 28A.400.300	Hiring and discharging employees
	AGO 1980 No. 22	Limitation on compensated leave for school district employees



## **SICK LEAVE**

### **I. Paid Sick Leave for Certificated and Classified Staff Members**

The district will grant each certificated and classified staff member of the district sick leave days annually in accordance with RCW 28A.400.300 and applicable collective bargaining agreements.

Unused sick leave days may be accumulated from year-to-year up to a maximum of one hundred eighty days for the purposes of RCW 28A.400.210 and 28A.400.220, and for leave purposes up to a maximum of the number of contract days agreed to in a given contract, but not greater than one year.

The district may require a signed statement from a healthcare provider for any absence in excess of five consecutive days. Pursuant to WAC 296-128-660, if the district requires such verification from a nonexempt staff member and the staff member believes obtaining verification would result in an unreasonable burden or expense, the staff member may contact [insert point of contact] orally or in writing. Verification must be provided to the district within 10 calendar days of the first day a nonexempt staff member used paid sick leave to care for themselves or a family member.

If sick leave benefits are exhausted, the board may grant leave without pay for the balance of the year upon the recommendation of the superintendent/designee.

### **II. Attendance Incentive Program for Certificated and Classified Staff Members**

In January of the year following any year in which a minimum of 60 days of sick leave is accrued, and each January thereafter, any eligible staff member may exercise an option either:

- A. To receive remuneration for unused sick accumulated in the previous year in an amount equal to one day's monetary compensation of the staff member for each four full days of accrued sick leave in excess of 60 days; or
- B. To add that year's sick leave to the staff member's accumulated sick leave.

All such leave for which the staff member receives compensation will be deducted from accumulated sick leave at the rate of four days for every one day's monetary compensation.

A staff member may cash-out all accrued sick leave at the above rate at the time of an eligible separation from employment as set forth in RCW 28A.400.210 and Chapter 392-136 WAC.

The administrator of the estate of a deceased staff member may also cash-out all accumulated sick leave at the rate of one day's monetary compensation for every four days of leave. A certified copy of the death certificate and proper documentation of court appointment as administrator of the estate must be submitted to the district office.

### **III. Additional Paid Sick Leave Provisions**

#### **A. Nonexempt Staff Members**

Nonexempt staff members are covered by the sick leave provisions of RCW 28A.400.300 and are also covered by the sick leave provisions of RCW 49.46.210 and Chapter 296-128 WAC beginning January 1, 2018.

In general, the sick leave benefits provided under RCW 28A.400.300 are more generous than those required by RCW 49.46.210 and Chapter 296-128 WAC. Below, however, are some of the rights that nonexempt staff members are entitled to under RCW 49.46.210 and Chapter 296-128 WAC:

1. Nonexempt staff members must accrue at least one hour of paid sick leave for every forty hours worked.
2. Nonexempt staff members are entitled to use their accrued paid sick leave beginning on the ninetieth calendar day after the commencement of their employment.
3. Nonexempt staff members may use paid sick leave to care for themselves or their family members, when the staff members' workplace or children's school or place of care has been closed by a public official for any health related reason, or for absences that qualify for leave under the Domestic Violence Leave Act.
4. Nonexempt staff members must be permitted to carry over at least forty hours of paid sick leave.
4. Retaliation against a nonexempt staff member for lawful exercise of paid sick leave rights is prohibited.

**B. Reasonable Notice for the Use of Paid Sick Leave [Optional]**

Nonexempt staff members must provide reasonable advance notice of an absence from work for the use of paid sick leave to care for themselves or a family member. Please provide such reasonable notice to [insert point of contact, e.g. supervisor]. Any information provided will be kept confidential. If a nonexempt staff member's absence is foreseeable, the staff member must provide notice to [insert point of contact] at least 10 days, or as early as possible, before the first day paid sick leave is used. If a nonexempt staff member's absence is unforeseeable, the staff member must contact [insert point of contact] as soon as possible.

A nonexempt staff member must give advance oral or written notice to [insert contact] as soon as possible for the foreseeable use of paid sick leave to address issues related to the staff member or the staff member's family member being a victim of domestic violence, sexual assault, or stalking. If a nonexempt staff member is unable to give advance notice because of an emergent or unforeseen circumstance related to the staff member or the staff member's family member being a victim of domestic violence, sexual assault, or stalking, the staff member or a designee must give oral or written notice to [insert contact] no later than the end of the first day that the staff member takes such leave.

**C. Frontloaded Paid Sick Leave [Optional]**

The district will provide eligible nonexempt staff members with a notification of frontloaded paid sick leave. This notification will provide details of the amount of paid sick leave hours that will be placed into a nonexempt staff member's paid sick leave bank at the start of their employment. It will include the calculations used to determine the frontloaded hours, the paid sick leave accrual year, and a staff member's eligibility details. Unused frontloaded paid sick leave balances of 40 hours or less will carry over to the following year.

The district will make written or electronic notification to a nonexempt staff member for each paid sick leave frontloading period, providing the amount of paid sick leave frontloaded, the calculation used to determine the amount of paid sick leave, and any adjustments based on additional accrued hours. If a nonexempt staff member's frontloaded paid sick leave is less than the amount that they were entitled to accrue, the district will make any additional amounts of paid sick leave available for the staff members use no later than 30 days after the discrepancy is identified.

If a nonexempt staff member uses more paid sick leave than the staff member would have accrued absent frontloading, the district will not seek reimbursement from the staff member for the paid sick leave used.

Legal References:	RCW28A.400.210	Employee attendance incentive program
	RCW 28A.400.300	Hiring and discharging employees
	WAC 392-136	Conversion of Accumulated Sick Leave
	AGO 1963-64	Sick leave for certificated and non-certificated
	AGO 1980 No.22	Limitation on compensated leave for school district employees

## EMERGENCY AND DISCRETIONARY LEAVES

Emergency leave may be granted for no more than five (5) days per year and may be taken in the case of emergencies as defined in the following:

An emergency arises out of unforeseen and unexpected circumstances which create an air of crisis or extreme need. The circumstances must present a grave and clear danger that imminently threatens physical or mental health or would result in irremediable harm or in immediate disaster to life or property unless some action is taken.

### **Family Emergency Leave**

The board recognizes that the demands of the workplace and of families need to be balanced to promote family stability and economic security for school district employees. Conditions for the authorized use of accumulated leave for family leave are to be fairly construed in a manner consistent with this policy, and other relevant district policies. Unless otherwise stated, any leave used under terms of this policy will be deducted from the staff member's accumulated sick leave. In the event the staff member's sick leave has been exhausted, the leave will be granted without pay. Unless a situation is governed by an applicable collective bargaining agreement, the following apply:

**Domestic Violence Leave:** The district will allow victims of domestic violence, sexual assault, or stalking and family members of victims to take reasonable leave from work, intermittent leave or leave on a reduced leave schedule. The leave may be sick leave, other accrued leave or leave without pay. Family member includes a child, spouse, parent, parent-in-law, grandparent or an individual with whom the victim has a dating relationship. The employee will provide advance notice of their intent to take leave. If advance notice is not possible, due to an emergency, notice should be provided no later than the end of the first day that the employee takes the leave.

**Family Illness:** District staff members may use accrued sick leave or other accrued leave, at the employee's choice, to care for a child of the employee with a health condition that requires treatment or supervision. Staff members may use accrued sick leave or other accrued leave, at the employee's choice, to care for a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition. The district may require a signed statement from a licensed medical practitioner to verify the need for treatment or supervision for any absence which exceeds five (5) consecutive days.

**Death in the Family:** The district will allow each full-time staff member a maximum of 3 days leave upon the death of an employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, or father-in-law. Leave also will be allowed upon the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, granddaughter or grandchildren, step children, step siblings, step parent, foster parent, foster children, aunt and uncle. The deaths of more than one family member resulting from a common occurrence will be treated as a single death with respect to the length of leave granted. Employees who have the burden of funeral arrangements or additional hardships may request from the superintendent two (2) additional days of bereavement leave.

**Birth or Adoption of a Child:** The district will grant leave upon the same terms to male employees as is available to female employees upon the birth or adoption of the employee's child. Leave will be granted upon the same terms to employees who become adoptive parents or stepparents, at the time of birth or initial placement for adoption of a child under the age of six, as is available to employees who become biological parents. Such leave is available only when the child lives in the employee's household at the time of birth or initial placement.

Employee requests for leave of absence due to birth or initial placement for adoption of a child will be submitted in writing to the superintendent not less than 30 days prior to the beginning date of the leave. The notice will include the approximate beginning and ending dates for the leave requested. An extended unpaid leave of absence for a period up to the beginning of the next school term or school year may be approved at the discretion of the superintendent based upon consideration of educational program needs and the desires of the staff member, together with any recommendation of professionals such as medical practitioners or counselors regarding the leave request. Nothing in this section will preclude the use of accumulated sick leave to care for a child under age eighteen (18) with a health condition that requires treatment or supervision, as provided in the Family Illness section of this policy.

**Sabbatical Leave:** Certificated staff will be eligible for sabbatical leave for study or research. The district may grant sabbatical leave of absence for study and/or research upon application by certificated staff, the recommendation of the superintendent, and approval by the board, provided such a leave will serve the best interest of the district and is within the fiscal parameters of the district. The district will declare its intention by February 1. Certificated staff will be eligible for sabbatical leave for study or research. Sabbatical leave will be granted according to the following stipulations:

- A. Years to Qualify: Staff will have served one or more continuous years in the district.
- B. Limit on Number: Sabbatical leave may be granted up to one full year to not more than 5 percent of the total certificated staff of the district in any one year, the number granted to be subject to determination by the board upon the recommendation of the superintendent.
- C. Application Deadline: Applications for sabbatical leave will be filed with the superintendent not later than 30 days prior to the school year for which it is requested. The board may, at its discretion, extend this deadline.
- D. Proposed Plan to Accompany Application: A proposed plan of study or research to which the time spent on leave will be devoted must accompany the application.
- E. Criteria for Evaluation of Applications: Applications will be evaluated on the following three criteria:
  1. The merit of the proposed plan of study or research and its relationship of service to the district in terms of the individual's professional background.
  2. Proportionate representation of the different levels of district schools, such as elementary, middle school, senior high school and administration.
  3. Seniority will be considered.
- F. Final Approval by Board: Applications approved by the superintendent will be presented to the board for final approval. Once approved by the board, any change of sabbatical plan will be presented in writing and approved by the superintendent in advance of the leave.
- G. Two-Year Studies: An applicant who is taking part in a two-year study may, upon evaluation of his/her program, request one year of sabbatical leave and a preliminary commitment, subject to district staffing needs, for an additional one-year leave of absence.
- H. Scholarship for Study or Research: Should the staff member who is granted a sabbatical leave receive a scholarship during the same year as the sabbatical, the total compensation from the two sources will not exceed the salary he/she would receive if under regular contract with the district for full-time service.
- I. Stipend for Study or Research: A staff member on sabbatical leave for study or research will receive a stipend of percent of his/her regularly contracted salary unless this sum is reduced as a result of section H above. The stipend will be paid in ten or twelve payments at the option of the applicant. All regular salary deductions will be made.
- J. Stipend Considered a Loan: The stipend received is a loan. Should a staff member on sabbatical leave fail to return to the district, he/she will then repay the loan within years at the interest rate of percent or at that rate provided in RCW 19.52.010, whichever is greater.

- K. Cancellation of the Loan: The stipend will be canceled in the following manner upon the return of the staff member to the district:
  - \*One-half of the total loan will be canceled after the first year of service in the district.
  - \*The remaining one-half of the loan will be canceled after the second year of service in the district.
- L. Maintenance of Tenure and Salary Standing: A staff member granted sabbatical leave will maintain standing in tenure and salary.
- M. Limit on Other Employment: A staff member on sabbatical leave for study or research will not seek employment for compensation during the period of sabbatical other than supplement sabbatical leave income in carrying out the approved program. Such employment must be approved by the superintendent and the board and, when combined with the sabbatical stipend, will not exceed the salary he/she would receive if under regular contract with the district for full-time service.
- N. Report Required Upon Return: Within 30 days of a staff member's return from sabbatical leave, the staff member will file with the superintendent a report giving the substance of the program of study or research in which he/she is engaged, and indicating the value which he/she believes grew out of the experience. If the staff member was employed for compensation during the program, full details of the employment and income should be included in this report.
- O. Leave to Accept Scholarships: Staff may at any time request leave to accept scholarships of up to one full year which would not involve the district in any financial obligations, in which case all other provisions of the sabbatical leave policy except the percentage limitation would apply.
- P. Return to Original Position: An effort will be made to replace a certificated staff member returning from sabbatical leave in his/her original position or in an appropriate comparable position.

**Leave of Absence:** The district may grant leave of absence for specific periods of time for up to one school year upon application by a staff member, the recommendation of the superintendent, and the approval of the board. Such leave will be without pay or fringe benefits and, with the approval of the board, and may be extended for an additional school year. During the leave, the staff member may pay the district's share of any insurance benefits program in order to maintain those benefits. The needs of students and the district program warrant primary consideration. Leave of absence will be granted only when they will not have an undesirable impact upon the educational program or business operations. A staff member will be entitled to return to a position in the district at the end of the leave of absence subject to the availability of a position for which the staff member is qualified. The staff member granted a leave of absence will inform the board by April 1 as to his/her intentions to assume a position in the district for the ensuing school year. If said notification is not received, the individual's employment rights with the district will be terminated. Staff on leave of absence will not earn any salary schedule experience credit or any sick leave credit or benefits during the leave of absence.

**Leave to Attend Meetings/Conferences:** The district may grant leave, subject to the recommendation of the superintendent and approval by the board, to staff for the purpose of attending meetings or conferences that are likely to be of value to the staff member's performance. Meetings and conferences wherein bargaining unit activities are conducted are excluded. Such leave may be granted without pay and with or without travel expense reimbursement.

Cross References:	Board Policy 5021	Applicability of Personnel Policies
Legal References:	RCW 28A.400.300	Hiring and discharging employees
	RCW 49.12.270	Sick leave, time off
	RCW 49.76	Domestic Violence Leave
Management Resources:	Policy News, October 2011	Policy Manual Revisions
	Policy News, April 2009	Domestic Violence Leave

### FAMILY, MATERNITY AND MILITARY CAREGIVER LEAVE

Every employee of the district who has worked for the district at least one year and for at least 1,250 hours in the preceding year is entitled to twelve (12) workweeks of family leave during any twelve (12) month period to:

- A. Care for a newborn child, an adopted child of the employee who is under the age of eighteen at the time of placement for adoption, or a newly placed foster child; or
- B. Care for a spouse, parent or child of the employee who has a serious health condition, or the employee may obtain leave for a personal health condition if it renders the employee unable to perform his or her job.
- C. Respond to a qualifying exigency occurring because the employee's spouse, son or daughter, or parent is on active duty, or has been notified of pending active duty in support of a contingency operation.

Leave taken for newborn or adopted child care will be completed within one year after the date of birth or placement for adoption. Family leave authorized under this policy must be taken full-time and consecutively unless an alternative schedule is approved by the superintendent or where intermittent or reduced leave is medically necessary. Instructional staff may not take reduced or intermittent leave when it would constitute 20% of the number of working days in the period during which the leave would extend without the approval of the superintendent. An instructional employee may be transferred to an alternative equivalent position that would accommodate reduced or intermittent leave, if such a position is available.

A period of family leave is in addition to any sick leave taken due to the employee's temporary disability attributable to pregnancy or childbirth, pursuant to the Policy 5402, Maternity Leave. If both parents of a newborn or newly adopted child are employed by the school district, they will be entitled to a total of twelve workweeks of family leave during any twelve month period, and leave will be granted to only one parent at a time. There is no pooling effect for spouses if the family leave is related to a serious health condition.

The superintendent may require written verification from the employee's health care provider. The district may obtain the opinion of a second health care provider, at district expense, concerning any information pertinent to the employee's leave request. If the opinions of the health care providers differ on any matter determinative of the employee's eligibility for family leave, the two health care providers will select a third provider, whose opinion, obtained at the employer's expense, will be conclusive.

**Maternity Leave:** A staff member may use accumulated, paid sick leave for the period of actual disability attributable to pregnancy or childbirth. This period will extend from the date of birth for a period of not more than 60 days, unless an actual period of disability which begins prior to the date of birth or continues beyond 60 days is otherwise verified in writing by the employee's physician. If the employee's accumulated sick leave is exhausted during the period of maternity, the district will grant a leave of absence without pay or fringe benefits, upon the staff member's request, for the remainder of the period of actual disability due to pregnancy or childbirth. During an unpaid portion of such leave of absence, the staff member may pay the premiums for any district insurance plans to keep coverage in effect for the employee and her family.

**Notice Required:** A pregnant staff member is requested to notify her immediate supervisor and the superintendent by the beginning of the fifth month of pregnancy.

At the time of such notice, the staff member will submit a written request to her immediate supervisor and the superintendent for one or more of the following:

1. Maternity leave for the period of her actual disability due to pregnancy or childbirth;
2. Family leave for a period for up to 12 weeks, in addition to any period of maternity disability leave, the district will extend the employee's health benefit during this period of unpaid leave;
3. Leave of absence for a period of up to the beginning of the next school term or school year. Such extended leave of absence may be approved at the discretion of the superintendent based upon consideration of educational program needs and the desires of the staff member, together with the recommendation of her personal physician or licensed practitioner; or
4. Termination of employment by resignation.

The notice to the district will include the approximate beginning and ending dates for the leave.

**Employment Conditions:** A pregnant staff member may continue working as long as she is capable of performing her normal duties, with the written approval of her physician or licensed practitioner. The staff member may return to work when physically able to perform her duties. If the employee intends to return to work within 60 days of childbirth, her personal physician or licensed practitioner must certify that the staff member is in good health and ready to resume her duties.

No later than 30 days after the date of birth, the staff member is requested to notify the superintendent of the specific date when she will return to work. Unless the superintendent approves an earlier date of return, the employee will give at least 14 days advance notice of the actual date of return. The staff member will return to her duties following an extended leave of absence on the date approved by the superintendent. If the employee is still experiencing a disability due to pregnancy, miscarriage, abortion, childbirth or recovery which prevents the employee from performing her duties on the scheduled date of return, an additional period of unpaid leave of absence may be approved at the discretion of the superintendent based upon consideration of educational program needs and the recommendation of the employee's personal physician or licensed practitioner.

**Assignment upon Return:** An employee who has taken a leave of absence only for the actual period of disability relating to pregnancy or childbirth or up to twelve weeks of family leave will return to the same assignment, or a similar position for which she is qualified with at least the same pay and benefits, as she held prior to the maternity leave or family leave. Upon return from an extended maternity leave, a staff member will be entitled to a position in the district subject to the availability of a position for which she is qualified. An effort will be made to place the staff member in her original position or in a comparable position.

**Military Caregiver Leave:** An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty-six (26) weeks of unpaid leave in a 12-month period to care for the service member.

**Return to work:** Any employee returning from an authorized family leave, will be entitled to the same position held by the employee when the leave commenced, or to a position with equivalent benefits and pay. Reinstatement of an employee returning from family leave need not occur if: a) the specific job is eliminated by a bona fide restructuring, or a reduction-in-force resulting from lack of funds or lack of work, b) an employee on family leave takes a position with another employer outside the home, or c) the employee fails to provide the required notice of intent to take family leave or fails to return on the established ending date of leave. If an employee fails to return from family leave, the district may recover the costs of the employee's health benefits paid during the leave. Instructional staff may be required to delay their return from family leave to the beginning of the next semester under the following circumstances:



- A. The employee began leave five or more weeks before the end of the semester, the leave is for more than three weeks, and the employee would otherwise return to work within three weeks of the end of the semester.
- B. The employee began family leave (except for a personal health condition) less than five weeks before the end of the semester, the leave is for more than two weeks, and the employee would otherwise return to work within two weeks of the end of the semester.
- C. The employee began family leave (except for a personal health condition) three or fewer weeks before the end of the semester and the period of leave is more than five working days.

Cross Reference:	Board Policy 5021	Applicability of Personnel Policies
Legal References:	RCW 28A.400.300 WAC 162-30-020 Ch. 49.78 RCW USC Section 2601	Hiring and discharging of employees Pregnancy, childbirth and pregnancy related conditions Family Leave Family and Medical Leave Act of 1993
Management Resources:	Policy News, October 2011 Policy news, April 2009	Policy Manual Revisions Military Leave

## LEAVE SHARING

The district will establish and administer a leave sharing plan in which eligible employees may donate excess leave for use by an eligible recipient who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition, or who has been called to service in the uniform services. Such a program is intended to extend leave benefits to an eligible recipient who otherwise would have to take leave without pay or terminate his or her employment.

The superintendent is directed to establish procedures to donate leave for staff members who earn personal holiday leave, staff members who accrue annual leave and sick leave and for staff members who accrue leave to be used for illnesses, injuries or emergencies. The superintendent is directed to administer the leave sharing plan in a manner consistent with state law and applicable collective bargaining agreements.

Cross Reference:	Board Policy 5021	Applicability of Personnel Policies
Legal References:	RCW 28A.400.380 RCW 41.04.650-665	Leave sharing program Leave sharing program
	WAC 392-126-004 through 104	Finance--Shared Leave
Management Resources:	Policy News, August 1999 Policy News, October 2004 Policy News, October 2010	Staff may share personal holiday Revisions to the State Leave Sharing Program Leave Sharing

### LEAVE SHARING

- A. A district employee is eligible to receive donated leave if:
1. The staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition or has been called to service in the uniformed services which has caused, or is likely to cause, the staff member to:
    - a. Go on leave-without-pay status; or
    - b. Terminate his/her employment;
  2. The staff member's absence and the use of shared leave are justified by documentation;
  3. The staff member has depleted, or will shortly deplete, his/her annual leave and sick leave reserves;
  4. The staff member has abided by district rules regarding sick leave use; and
  5. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.

The superintendent will determine the amount of leave, if any, which a staff member may receive under this policy. However, a staff member will not receive more leave than the number of contracted days remaining in the current school year. In the event that the condition requiring the employee's absence continues beyond the current school year, the employee will not receive a total of more than 522 days of donated leave during total district employment.

- B. District employees may donate leave as follows:
1. A staff member who has an accrued annual leave balance of more than ten (10) days may request that the superintendent transfer a specified number of days to another staff member authorized to receive shared leave, or to the district's annual leave pool. A staff member may not request leave to be transferred that would result in an accrued annual leave balance of fewer than ten (10) days.
  2. A staff member who accrues annual leave and sick leave may request that the superintendent transfer up to six days of sick leave in any twelve month period to a staff member authorized to receive shared leave, or to the district's shared leave pool. A donating staff member must retain a minimum of 176 hours of sick leave after the transfer.
  3. A staff member who does not accrue annual leave but who has an accrued sick leave balance of more than twenty-two (22) days may request that the superintendent transfer a specified amount of sick leave to another staff member authorized to receive shared leave. A staff member may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days. Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury and emergencies.
  4. An employee may request that the superintendent transfer all or part of the employee's personal holiday to another staff member authorized to receive shared leave or the district's shared leave pool. A staff member may request to transfer no more than eight (8) hours of personal leave during any calendar year.
  5. The number of leave days transferred will not exceed the amount authorized by the donating staff member.
  6. Any leave donated by a staff member which remains unused will be returned to the donor. To the extent administratively feasible, leave transferred by more than one staff member will be returned on pro-rata basis.

- C. Leave will be calculated on a day-donated and day-received basis.

## MILITARY LEAVE

The district will grant military leave as provided by law to each staff member who is a member of a United States Military Reserve Unit or a member of the Washington National Guard for a period not to exceed twenty-one days during each year beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup>, provided such reservist has been called to, or volunteered for, active duty or active duty training. Such military leave of absence will be in addition to any vacation or sick leave to which the staff member may be entitled and will not result in any loss of rating, privileges, or pay. During the period of military leave, the staff member will receive his/her normal pay from the district.

Employees whose school district employment is interrupted by up to five years of service in a uniformed service are entitled to re-employment by the district following their discharge. The superintendent will adopt procedures to implement these re-employment rights consistent with state and federal law.

### **Military Leave – Spouse**

The district will allow an employee who is the spouse of a military member of the U.S. Armed Forces, National Guard, or Reserves to take up to fifteen (15) days of unpaid leave during a period of military conflict when: (1) the military spouse is on leave from a deployment; or (2) prior to deployment once the military spouse receives official notification of an impending call or order to active duty. The employee must work an average of twenty hours or more each week for the district.

The employee is entitled to fifteen days of unpaid leave for each deployment. The employee must provide the district notice of intent to take leave within five business days of the call to active duty or notice of leave from deployment.

Legal References:	Board Policy 5404	Family Leave
	RCW 38.40.060	Military leaves for public employees
	RCW 49.77	Military Family leave Act
	RCW Ch. 73.16	Employment and Re-employment
	AGO 61-62 No. 81	Public Employees
	38 USC 4301-4335	Uniformed Services Employment and Reemployment Rights Act

Management Resources:	Policy News, April 2009	Military Leave
	Policy News, February 2009	Military Leave
	Policy News, June 2001	State Updates military leave rights

## MILITARY LEAVE

Employees whose employment with the district has been interrupted by service in the uniformed services have the following re-employment rights:

Service in the uniformed services means: active duty, active duty training, initial active duty training, inactive duty training, full-time national guard duty ( including state-ordered active duty) and examinations for fitness for duty. If the employee was engaged in military service for up to and including ninety days, the employee will be re-employed in the position he or she would have attained if there had been no interruption of employment. If the employee was engaged in military service for more than ninety days, the employee will be re-employed in a position of comparable seniority, status and pay as he or she would have attained without interruption of employment. A district employee who has a service-connected disability will be re-employed in a position of similar seniority, status and pay for which the employee is qualified or becomes qualified with reasonable accommodation by the district. In order to be eligible for re-employment, the employee returning from military service must apply for re-employment as follows:

- If military service was up to and including thirty days, the employee must report for work at the beginning of the first full work day at least eight hours after the employee has had time to return to his or her residence following the completion of the military service.
- For service from 31 to 180 days, the employee must submit an application for re-employment within fourteen days of completing military service.
- For service over 180 days, the employee must submit an application for re-employment within ninety days of completing military service.

The application time lines will be extended if it was impossible or unreasonable for the employee, through no fault of his or her own, to report for re-employment. The application time lines will be extended for up to two years if the employee is hospitalized or recovering from an injury suffered as a result of military service. The employee may be required to document the timeliness of his or her application for re-employment, and the length and type of military service. If an employee does not comply with the timelines for returning to work or applying for re-employment, he or she is subject to district policies related to failure to report for work or exercise rights to re-employment.

Employees returning from military service will receive the seniority and other benefits they would have received if their employment had been uninterrupted, except that employees may be required to pay the employee portion of any benefit that any other employee on a leave of absence would have had to pay. For retirement system purposes, no break in employment will be considered to have happened for employment interrupted by military service, and the district will pay the employer's portion of the retirement system contribution for the time the employee was on military service.

The district will offer health insurance benefits for up to eighteen months of military service. For the first 31 days the employee will pay only the employee's share of the coverage, if any. After 31 days, the employee may only be charged up to 102% of the premium for the benefits.

### JURY DUTY AND SUBPOENA LEAVE

The district may grant leaves to a staff member for the days he/she is required to serve on a jury. Any compensation received by a staff member for jury duty performed on a contract day is to be reimbursed to the district. Any expense reimbursement received by a staff member for jury duty performed on a contract day will be retained by the staff member. The district may grant a maximum of two days leave (witness fees to be reimbursed to the district) to staff subpoenaed as witnesses in court or other legal proceedings; provided that a leave with pay will not be granted to a staff member for a case brought or supported by a staff member union or association or for a case in which the staff member has a direct or indirect interest in the proceedings.

On any day that a staff member is released from jury duty or as a witness by the court and four or more hours of the staff member's scheduled work day remain, the staff member is to immediately inform his/her supervisor and report to work if requested to do so.

Legal References:	RCW 2.36	Juries
Management Resources:	Policy News, April 2007 Policy News, February 2007	Jury compensation vs. expenses Juror payment provisions

### **UNPAID HOLIDAYS FOR REASON OF FAITH OR CONSCIENCE**

Each district employee may request up 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. In compliance with state law, the Superintendent or designee or the employee's supervisor will grant the request(s) unless he or she determines that the employee's absence would impose an undue hardship on the district or the employee is necessary to maintain public safety.

#### **Employee Request Process**

An employee seeking to take unpaid holidays for reasons of faith or conscience will submit a written request to their supervisor a minimum of two weeks prior to the requested days off. The following information will be included in the request:

1. Name;
2. Position;
3. Number of Day(s) or half day(s) that the employee is requesting off;
4. A sufficient description of the reason for the time off so that the supervisor can determine whether it involves a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization;
5. If the request is made less than two weeks prior to the requested time off, the reason that it was not possible to make the request in a timely manner.

#### **District Approval Process**

Upon receipt of an employee request for unpaid holidays, the Superintendent or designee, or employee's supervisor, will determine whether:

1. The request was submitted on a timely basis or sufficient justification exists for it not being timely submitted;
2. The employee has already exhausted his/her two unpaid holidays per calendar year as provided by law;
3. The request for unpaid holidays is based on a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. (Note: The time requested need not conform to a specific holiday or event).
4. The employee's absence would impose an undue hardship on the district; or
5. The employee is necessary to maintain public safety.

Undue hardship is defined as action requiring significant difficulty or expense to the district. The supervisor will determine whether a request for unpaid leave constitutes an undue hardship for the district on a case-by-case basis, taking into account specific objective facts and circumstances present at the time of each request. In determining whether an employee's request for unpaid leave would impose an undue hardship on the district, the following factors will be considered:

1. The number, composition and structure of the staff employed by the district or in the requesting employee's program;
2. The financial resources of the district or the requesting employee's program;
3. The number of employees requesting leave for each day subject to such a request;
4. The financial impact on the district or requesting employee's program resulting from the employee's absence and whether that impact is greater than a de minimus cost to the district or the requesting employee's program;
5. Impact on the district, the requesting employee's program or public safety;
6. Type of operations of the district or the requesting employee's program;
7. Geographic location of the employee or geographic separation of the particular program to the operations of the district;
8. Nature of the requesting employee's work;
9. Deprivation of another employee's job preference or other benefit guaranteed by a collective bargaining agreement;
10. Any other impact on district operations or the requesting employee's program due to the employee's absence.

The request may be denied for any of the following reasons:

1. The request was not based on a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. (Note: The requested time off need not conform to a specific holiday or event).
2. The employee has already exhausted their two unpaid holidays per calendar year (Note: Unpaid holidays are not cumulative from year to year);
3. The employee is necessary to maintain public safety;
4. Granting the request would impose an undue hardship, as defined above, on the district.

A written response will be provided to the employee within five (5) business days, if feasible, approving or denying the request. If the request is denied, the response will state the reason(s) therefor. Approval of unpaid holiday time does not constitute approval for an employee to take compensated or other types of leave in conjunction with that time. An employee must seek separate approval for compensated and other types of personnel leave consistent with applicable district policies and procedures.

Cross References:        5400 – Personnel Leaves  
                              5401 – Sick Leave  
                              5403 – Emergency and Discretionary Leaves  
                              5404 – Family, Maternity and Military Caregiver Leave  
                              5406 - Leave Sharing  
                              5407 - Military Leave  
                              5408 – Jury Duty and Subpoena Leave  
                              5410 – Holidays  
                              5411 – Staff Vacations

Legal References:        RCW 1.16.050 – General definitions  
                              RCW 43.41 – Office of Financial Management  
                              WAC 82-56-010 - Purpose  
                              WAC 82-56-020 – Definition of Undue Hardship  
                              WAC 82-56-030 – Application of definition of undue hardship to request



## HOLIDAYS

The district will observe the following school holidays and will not operate on these days:

Sunday, New Years' Day (January 1),  
Martin Luther King, Jr. Day (third Monday in January),  
President's Day (third Monday in February),  
Memorial Day (last Monday in May),  
Independence Day (July 4),  
Labor Day (first Monday in September),  
Veteran's Day (November 11),  
Thanksgiving Day (fourth Thursday in November),  
the day after Thanksgiving,  
the day before Christmas (December 24),  
Christmas Day (December 25).

Whenever any legal holiday, other than a Sunday, falls on Sunday, the following Monday will be a legal holiday, and whenever any legal holiday falls on a Saturday, the preceding Friday will be a legal holiday.

Legal References:	RCW 1.16.050	Legal holidays
	28A.150.050	School Holidays

### STAFF VACATIONS

Full-time employees (12 months/year) will accrue vacation leave according to the following guidelines (unless an applicable collective bargaining agreement or individual employment contract provides otherwise):

- A. During the first year of current continuous employment--96 hours (12 days) per annum;
- B. During the second year of current continuous employment--104 hours (13 days) per annum;
- C. During the third and fourth years of current continuous employment-- 112 hours (14 days) per annum;
- D. During the fifth, sixth, and seventh years of current continuous employment--120 hours (15 days) per annum;
- E. During the eighth, ninth, and tenth total years of employment--128 hours (16 days) per annum;
- F. During the eleventh year of total employment--136 hours (17 days) per annum;
- G. During the twelfth year of total employment--144 hours (18 days) per annum;
- H. During the thirteenth year of total employment--152 hours (19 days) per annum;
- I. During the fourteenth year of total employment--160 hours (20 days) per annum;
- J. During the fifteenth year of total employment--168 hours (21 days) per annum;
- K. During the sixteenth year of total employment and each year thereafter--176 hours (22 days) per annum.

Regular full-time employees may not use any vacation leave until employed for a minimum of six months. Vacation leave for regular part-time employees will be computed on a pro rate basis.

Vacation leave must be taken within the 12-month period following the time when vacation was earned, except that a maximum of 30 days may be accumulated and carried over to the following year.

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. No contributions will be made to an employee's retirement system for accrued vacation leave in excess of 30 days.

Classified employees must schedule vacation with their supervisors at least two weeks in advance of the first day of vacation leave. Vacation schedules must recognize the operational needs of the district and are subject to the approval of the supervisor.

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 will 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 type of leave requested and the circumstances requiring the change in leave status.

Cross Reference:	Board Policy 5021	Applicability of Personnel Policies
Legal References:	RCW 41.50.150 WAC 415-108-510 WAC 415-112-415 AGO 1976 No. 10	Retirement benefits based on excess compensation (PERS) First-in-first-out (TRS) accounting method for determining when leave earned Accumulation of sick leave while on leave

## RETIREMENT PROGRAMS

Staff will become members of the Federal Income Contribution Act (Social Security System) and the Washington State Teachers' Retirement System or the Washington Public Employees' Retirement System as required by law. The district will make contributions to these retirement systems in behalf of staff according to law and will make payroll deductions from staff wages and salaries for the staff contributions to these programs as required by law. No contributions will be made to an employee's retirement system for accrued vacation leave in excess of 30 days.

### Location Pay

Compensation for time not actually worked which an employee receives for being required to remain at, or in the immediate vicinity of, a specific location or to report immediately to work should the need arise (even if the need does not arise) is known for retirement purposes as "location pay." The legislature calls the situation "standby status." An employee may earn retirement credit for location pay if the district establishes a specific policy which correctly defines location pay and describes the occasions on which the district will pay location pay. The definition of location pay does not apply if the employee is allowed to leave the specific location or property immediately adjacent to that location. Employees who are limited to a particular radius or must respond within a set time are not eligible for location pay nor are those who report to work only upon notification by pager or similar device. School bus drivers who, as a part of their bus route, are waiting to transport children receive general compensation for time actually worked. In the event a staff member becomes disabled in the line of duty and is receiving Workmen's Compensation benefits, the district will continue to make retirement system contributions and will collect employee contributions and pay such to the retirement system.

Legal References:	RCW 41.32	Teachers' Retirement
	RCW 41.35	School Employees' Retirement System
	RCW 41.50.150	Retirement benefits based on excess compensation
		Employer liable for extra retirement costs

## STAFF DEVELOPMENT

### Professional Growth and Development for Non-administrative Staff

Additional training and study are prerequisites for continued growth and effectiveness of staff members. It is also necessary for staff members with increased responsibilities and new demands. Staff are encouraged to gain additional job-related skills through special study or in-service training.

### Professional Growth and Development for Administrators

The board recognizes that training and study for administrators contribute to their skill development necessary to better serve the needs of the school district. Each year the superintendent will develop an administrative in-service program based upon the needs of the district, as well as the needs of individual administrators.

Cross References:	Board Policy 5005 Board Policy 5240	Employment: Disclosures, Certification Requirements, Evaluation of Staff
Legal References:	RCW 28A.415.040  WAC 180-85-075 WAC 180-85-200 WAC 392-195 WAC 392-121-255 WAC 392-121-257 WAC 392-192	Approved In-service education agency – Definition  Continuing education requirement In-service education approval standards School personnel -- In-service training program Definition -- Academic credits Definition -- In-service credits Professional development programs

## STAFF DEVELOPMENT

### Professional Growth Plan

The minimum elements of the district's professional growth plan will be:

- A. A Professional Growth Program Committee that will consist of at least the following: one teacher from the K-8 level; one teacher from the high school level; one itinerant certificated support staff person; one representative of counseling, assessment, library and/or other certificated support staff; one central office administrator; one K-8 building administrator; and one high school building administrator.
- B. Certificated staff will use one or more of the following sources of information in developing their individual professional growth plans: peer review and evaluation, input by parents, input by students, personal and/or professional goals, school district goals, building goals, self-assessment, personal academic records, and school district evaluations.
- C. Materials, records or portfolios expressly developed as a result of an individual's participation in the professional growth program will be the property of the participant, and will not be retained in the employee's personnel file or used by the district in its formal evaluation process.

### Inservice Training Program

In order to participate in the state inservice training program, the district will:

- A. Conduct a needs assessment. Provide a signed statement of assurance to the superintendent of public instruction that the district will implement the recommendations of the needs assessment.
- B. Appoint, by the board of directors, an advisory inservice training task force comprised of representatives from central administration, building administration, teachers, classified, and support personnel, an institution of higher education and the general public.
- C. Establish with the advisory inservice training task force written goals and objectives, identify training activities relevant to the goals and objectives, and design evaluation procedures and criteria to assess the success of the training activities in meeting the goals and objectives. A majority of the task force must concur.
- D. Not supplant current district funding of existing inservice training and staff development programs with state inservice training program funds.

### TEACHER ASSISTANCE PROGRAM

Continued professional study and in-service training are prerequisites for professional growth and development. The teacher mentor program is established for the purpose of selecting a highly-skilled teacher to provide continued and sustained support to a teacher, both in and outside the classroom. For purposes of this program "beginning teacher" will mean a teacher with fewer than ninety consecutive school days of certificated teaching experience in either a public or private school in any grade, preschool through twelve, and who is employed by the district for ninety consecutive school days or more. "Experienced teacher" means any teacher who exceeds the experience specifications cited above.

The superintendent is directed to establish procedures consistent with rules and regulations promulgated by the superintendent of public instruction. The board of directors will approve of any teacher assistance program prior to submission to OSPI. The district reserves the right to modify the program including: the selection process for the participants--beginning, experienced and mentor teachers; the supervisory responsibilities of the mentor teacher; in-service training of beginning, experienced and mentor teachers, when it is to the advantage of the district to expand the program beyond that supported by the state grant.

Legal References:	Board Policy 5203	Staff assistance program
	WAC 392-196	Teacher Assistance Program

### **TEACHER ASSISTANCE PROGRAM**

In compliance with rules and regulations promulgated by the superintendent of public instruction, the district assures that:

- A. The mentor teacher will be paid a mentor teacher stipend of a minimum of \$950.00 which will be incorporated into a supplemental contract.
- B. The beginning/experienced teacher will be paid a stipend as set forth in the supplemental contract.
- C. The beginning and mentor teacher will attend and will be reimbursed by the district for travel expenses for three days attendance at required workshops or training sessions.
- D. The mentor teacher may be released from classroom teaching responsibilities in order to observe and assist the beginning or experienced teacher in the classroom.
- E. The mentor teacher, the beginning teacher and the experienced teacher may be released from classroom teaching responsibilities in order to jointly or separately observe each other or observe colleagues in teaching situations.
- F. The total release time from classroom teaching as stated in D and E above will be at least twenty-four scheduled instructional hours per school year.
- G. Mentor teachers will not be involved in evaluations of their beginning or experienced teachers.
- H. The mentor teacher, the beginning teacher and the experienced teacher will complete and forward to the superintendent of public instruction such evaluation reports of the teacher assistance program as requested by the superintendent of public instruction.
- I. Mentor teachers will periodically inform their principals regarding the contents of training sessions and other program activities.

#### **Selection of Mentor Teacher**

- A. A general announcement regarding the mentor teacher program and the application process will be distributed to all staff members by April 1.
- B. A mentor teacher will have been employed primarily as a teacher for one school year with the district and two additional years within any public or private school in any grade K-12. A mentor teacher will:
  - 1. Demonstrate effective teaching skills.
  - 2. Have a good understanding and perspective of district and building policies, procedures and programs.
  - 3. Possess a high level of professional development/commitment.
  - 4. Demonstrate good communication and interpretation skills.
  - 5. Will exhibit a high level of energy and enthusiasm and show evidence of a high level of creativity.
  - 6. Be highly regarded by students, staff and the community.
- C. The superintendent will select the mentor teachers. Two classroom teachers, appointed by the teacher's bargaining unit, will participate in the mentor teacher selection process.

### **SUBSTITUTE EMPLOYMENT**

The board authorizes the employment of a certificated substitute in the absence of a certificated staff member. In addition, the district may use a substitute in place of a regularly-contracted staff member when:

- A. Enrollment uncertainties exist at the beginning of a school year; or
- B. Resignations of regular staff do not allow sufficient time for the district to employ an immediate replacement.

On either of the latter occasions the district will employ a contracted staff person within a reasonable time. The superintendent will be responsible for establishing procedures by which teachers request substitutes and by which substitute teachers are assigned, employed and compensated.

Substitute teachers who have served for 20 consecutive working days in the same assignment will, from the 21st day of service on, be paid according to the regular salary schedule of certificated staff. The board authorizes the employment of a spouse of an officer as a substitute teacher when the superintendent deems that there is a shortage of substitute teachers in the district.

Retired teachers or administrators may work up to eight hundred sixty-seven (867) hours of employment. If the superintendent reasonably anticipates that the list of qualified, willing substitutes will be exhausted, emergency substitute certification may be sought from the Office of the Superintendent of Public Instruction (OSPI) for persons not fully qualified for a teaching or substitute certificate. Substitutes holding emergency certification may only be assigned work when the list of fully-qualified substitutes is exhausted.

The board authorizes the employment of a classified substitute in the absence of a classified staff member when a program will be adversely affected by the regular staff member's absence and when a substitute can perform the duties in a reasonable manner. Such classified substitutes will be hired into positions ineligible for retirement benefits that correspond to the retirement eligible positions for which substitutes are needed. The superintendent is authorized to establish procedures relating to the use of substitute classified staff.

By October 1 of each year, the District will report to the office of the superintendent of public instruction: 1) The number of substitute teachers hired per school year; 2) the number of substitute teachers hired under the expedited certification process for out-of state teachers; 3) the full day compensation rate per substitute teacher; and 4) the reason for hiring the substitute teacher

Cross References:      Board Policy 1610      Conflicts of Interest  
                                 Board Policy 5612      Temporary Administrators

Legal References:      RCW 28A.400.300      Hiring and discharging employee  
                                 RCW 28A.405.900      Certain certificated employees exempt from chapter provisions  
                                 RCW 28A.410.010      Certification  
                                 RCW 41.32.570      Post retirement employment  
                                 Ch 41.35      Washington school employees' retirement system  
                                 Ch 42.23.030 (9)      Interest in contracts prohibited—Exceptions

Management Resources: Policy News, June 2008      Substitute Employment  
                                 Policy News, August 2001      Legislature authorizes "retire-rehire"



## SUBSTITUTE EMPLOYMENT

The following procedures will be in effect:

- A. Substitute teachers will be contacted from the main office.
- B. Teachers who are ill and unable to be present for duty in the morning will call the Aesop automated substitute calling system before 7:00 a.m. and the building secretary after 7:00 a.m.
- C. The principal will make an accurate and prompt report of all substitute services to the business office. The principal will also rate the substitute teacher on the proper form and return it to the substitute secretary.
- D. Principals will be responsible for keeping the record of days taught by the substitute and will notify the district office when the 21st day of substituting will begin.
- F. The superintendent's office will notify the Aesop automated sub calling system in the event leave has been granted to a teacher, indicating the beginning and termination dates.

In the performance of their duties, substitute teachers will be expected to:

- A. Have the same responsibilities and work day as regular teachers.
- B. Attend staff meetings unless excused by the principal.
- C. Follow the lesson plan prepared by the regular teacher or comply with the instructions from the principal. The principal will review the lesson plans of the absent teacher when advance planning is possible. When not, the absent teacher will have made provisions for the substitute in the daily plan book.
- D. On completing an assignment, prepare a definite statement of the work accomplished in each subject, specifying pages covered in various textbooks. New assignments should be noted in the teacher's assignment book or upon a card inserted in the desk copy of the text. All papers should be graded, records made, and preparations for the next day completed.
- E. Maintain the "housekeeping" arrangements of the regular teacher.
- F. Administer no corporal punishment to a child. The principal should be contacted in the case of a serious behavior problem.
- G. Complete building reports, including:
  - 1. Attendance reports
  - 2. Student progress reports, report cards, and warning slips after conferring with the principal.
  - 3. Communications to parents with the approval of the principal.
- H. Report to the principal's office before leaving the building in the evening to see if services are needed on the following day.

**Substitutes for classified staff will be contacted in the following manner:**

- A. **Food Service:** The food service department will attempt to fill this temporary assignment by contacting one or more qualified individuals from the appropriate list.
- B. **Transportation:** The transportation department is authorized to fill this temporary assignment from a list of qualified drivers.
- C. **Maintenance:** Unless a state of urgency exists, maintenance positions will not be filled by a substitute.
- D. **Operations:** The manager is authorized to employ a substitute custodian from the approved list.
- E. **Secretary:** The principal is authorized to employ a substitute secretary from the approved list when the position is vital to the operation of the unit e.g., one-secretary school, attendance secretary, etc.
- F. **Teacher and Library Aide:** The principal is authorized to employ a substitute when the role of the aide is critical to the operation of the unit e.g., playground aide, library aide.

The substitute for a classified staff member should report to the office of the unit administrator at the end of the day to determine if service on the following day will be needed.

### TEMPORARY ADMINISTRATORS

Persons appointed as temporary replacements to perform administrative tasks in emergency situations, during times of workload fluctuations or employee absences, or on special projects of short-term duration will be considered temporary administrative employees. They will be employed and assigned by action of the board and will be compensated for services on the basis of salary rates within board approved budgetary allocations.

The appointment and service of a temporary administrative employee will be based on principles of performance, ability and qualifications, as for any other employment action, with consideration for the urgency and other circumstances of the district's need and for the immediate availability of persons qualified to fill the need. If a retired administrator is hired as a temporary administrator, he/she may work up to 867 hours without affecting his/her retirement

Legal References:	Board Policy 5001	Hiring of retired school employees
	RCW 28A.400.300	Hiring and discharging employees
	RCW 41.32.570	Post retirement employment

Management Resources: Policy News, October 2001

## VOLUNTEERS

The district recognizes the valuable contribution made to the total school program through the volunteer assistance of parents and other citizens. In working with volunteers, district staff will clearly explain the volunteer's responsibility for supervising students in school, on the playground and on field trips. On field trips both students and volunteers are to be informed of the rules of student behavior and the means by which they are to be held accountable to those rules.

The superintendent will be responsible for developing and implementing procedures for the utilization of volunteers. The selection and use of volunteers will be consistent with those policies and procedures as specified for unsupervised volunteers as specified in Policy 5005.

Cross References:	Board Policy 5005	Employment: Disclosures, Certification Requirements, Assurances and Approval
Legal References:	RCW 43.43.830-840 WAC 446-20-285	Washington State Criminal Code Records Employment--Conviction Records

## VOLUNTEERS

The voluntary help of citizens should be requested by staff through administrative channels for conducting selected activities and/or to serve as resource persons. Volunteers will complete a volunteer packet with the personnel officer and be approved by the administration before beginning service.

### **Volunteers will:**

- A. Serve in the capacity of helpers and not be assigned to roles which require specific professional training. Instructional services will be rendered under the supervision of certificated staff.
- B. Refrain from discussing the performance or actions of a student except with the student's teacher, counselor or principal.
- C. Refer to a regular staff member for final solution of any student problem which arises, whether of an instructional, medical or operational nature.
- D. Receive such information as:
  - 1. General job responsibilities and limitations;
  - 2. Information about school facilities, routines and procedures;
  - 3. Work schedule and place of work;
  - 4. Expected relationship to the regular staff;
- E. Be provided appropriate training at the building level, if new volunteers, consistent with their tasks and existing district standards. This training will be developed under the leadership of the principal in consultation with a district supervisor.
- F. Have assignments and activities carefully defined in writing. Examples of suggested duties for volunteers may include:
  - 1. Bulletin boards;
  - 2. Preparation of materials for art, science, math classes;
  - 3. Clerical duties including running copies, inventories, putting booklets together, newsletters and related, and attendance and class records;
  - 4. Clean up activities;
  - 5. Library and audio visual duties;
  - 6. Assistance with physical education exercises;
  - 7. Instructional activities appropriate to the volunteer's training and classroom needs such as monitoring math assignments, listening to oral reading and others;
  - 8. Vision and hearing testing and approved medical surveys;
  - 9. School activities supervision; and
  - 10. Playground supervision with a staff member;
- G. Have their services terminated for these and other reasons:
  - 1. Program and/or duties completed,
  - 2. Resignation of the volunteer,
  - 3. Replacement by paid staff member, and
  - 4. Circumstances which in the judgment of the administration may necessitate asking the volunteer to terminate services.

## **STUDENT TEACHERS**

The board encourages cooperation with colleges and universities within the state in the training of student teachers. The district may accept student teachers from accredited institutions of higher learning with which the district has a cooperative agreement approved by the board.

The board authorizes the superintendent to honor those reasonable rules, regulations and training guidelines of the teacher training institution. The teacher training institution will be expected to provide liaison personnel who will work cooperatively throughout the training process with the principal and the supervising teacher.

The superintendent will coordinate the request for placement with building principals in order that excessive concentrations of student teachers in any given building will be avoided. Student teachers will comply with the policy of the district as it applies to certificated staff. The supervising teacher and the principal will be responsible for the conduct of the student teacher.

Cross Reference: Board Policy 5521

Teacher Assistance Program

### **STUDENT TEACHERS**

The procedures for developing and implementing a student teacher agreement are as follows:

- A. The college representative will present a student teacher agreement to the superintendent for review and approval.
- B. The superintendent will coordinate the institution's request for placement with principals to determine if placements are possible in the subject areas requested.
- C. The college supervisor will be notified of placements that can be accepted during the quarter.
- D. Assignment will be made with the approval of the cooperating staff member and the principal.
- E. A student teacher will be assigned to a teacher with no less than three years of teaching experience.
- F. A supervising teacher will not be assigned more than one student teacher per school year.
- G. The supervising teacher will be responsible for the class and should not delegate responsibilities until the student teacher has displayed the proficiency to accept them.
- H. A student teacher should assume the same conditions of employment as a regular teacher in terms of length of school day, supervision of co-curricular activities, staff meetings, and in-service training.

## **INTERNSHIPS**

The board recognizes the need to provide training opportunities for prospective administrators. Internships for those who are in the process of acquiring administrative credentials will be approved on an individual basis. Specific factors to be used in considering an individual for an internship position will include but not be limited to: academic record, teaching ability, leadership qualities, communication skills and dedication to past and present assignments. If recommended by the screening committee, the superintendent will be responsible for: scheduling any necessary release time; arranging for constructive supervision of the internship experience; and identifying a variety of experiences which will meet the needs of the intern.

## INTERNSHIPS

The following procedures will be followed in the selection of interns for administrative or supervisory positions:

- A. By April 15 of each year, all staff members will be advised of their opportunity to establish eligibility for an internship.
- B. A screening committee will be appointed to assist in the selection of administrative interns. The membership should adequately represent the various levels within which the prospective administrator will work. Classroom teachers may be included in the membership of a screening committee.
- C. Through examination of the applicant's credentials and through examination and/or personal interview, a screening committee will determine whether the applicant is qualified for consideration as an intern for an administrative position. The screening committee will be supplied with statements of criteria which relate to the specific job description. The screening committee will interview prospective interns on the basis of specific criteria for the position. The committee will maintain a set of notes which can be used as the basis for arriving at recommendations. The recommendations of the screening committee will be submitted to the superintendent.
- D. The individuals recommended for consideration as interns will be scheduled for internship assignments when and where it will be most advantageous to the district.

Following selection, the intern and his/her supervisor will set objectives and plan appropriate activities dealing with such areas as: personnel, curriculum, community relations, student relationships, finance, non-instructional operations and facilities.